

CITY OF TOLLESON  
INVITATION TO BID  
FOR  
“CHEMICALS”  
FOR USE AT THE CITY’S WASTEWATER TREATMENT PLANT

The City of Tolleson, Arizona is extending an invitation to bid to supply various chemicals used in the treatment process at the City’s Wastewater Treatment Plant for Fiscal Year 2015-16 (July 1, 2015 – June 30, 2016). Separate bids are requested for each of the following chemicals: Ferric Chloride 40%, Hydrogen Peroxide 27%, Chlorine 99.5%, Sodium Bisulfite 38%, and Polymer<sup>1</sup>. Each chemical shall be bid separately and submitted according to the requirements in the Bid Packet specific to each chemical.

Sealed bids will be received at the City of Tolleson Wastewater Treatment Plant, Administrative Building, 9501 W. Pima Street, Tolleson, Arizona 85353, until 11:00 A.M./M.S.T., on June 18, 2015. Those interested in placing a bid are required to obtain and comply with the Bid Packet for each specific chemical. Bid Packets may be obtained at that above location, or requested by phone at (623) 936-3381, or by contacting David Tyler at [dt Tyler@tollesonaz.org](mailto:dt Tyler@tollesonaz.org) between 7:00 A.M. to 3:00 P.M., Monday – Friday.

<sup>1</sup>Polymer performance testing is required prior to placing a bid and must be completed by June 15, 2015 for a polymer bid to be considered. Prospective Bidders should contact [blucero@tollesonaz.org](mailto:blucero@tollesonaz.org) or call (623) 936-3381 no later than June 12, 2015 to arrange performance testing date.

Notice Given by Chris Hagen  
Tolleson City Clerk  
Thursday, May 28, 2015

Published in the Arizona Business Gazette  
Thursday, June 4, 2015  
Thursday, June 11, 2015



# City of Tolleson

## 2015/2016 Specifications and Bid Information For Liquid Chlorine

### For The Wastewater Treatment Plant

**Due Date: June 18, 2015 11:00 A.M.  
(Arizona USA - Mountain Time)**

**Note: Questions concerning these Specifications and Bid Information should be directed to the City of Tolleson.**

**Beto Lucero**  
Telephone – (623)-478-8742  
Fax – (623)-352-0053  
Email – [blucero@tollesonaz.org](mailto:blucero@tollesonaz.org)

## **Scope**

The Liquid Chlorine purchased under these specifications is intended for use as a disinfectant chemical at the City of Tolleson Wastewater Treatment Plant. The bid price for the Liquid Chlorine shall be F.O.B. to the City of Tolleson Wastewater Treatment Plant, 9501 W. Pima Street, Tolleson AZ 85353, and shall include all taxes, fees, surcharges, labor to transport, transportation fees and delivery the actual product to the designated point at the facility where the bidder or the carrier (delivery service provide by the bidder) will be assisted by a City of Tolleson employee to unload the one ton containers from the TWWTP overhead hoist.

The successful bidder will deliver the product using a flat bed truck with a bed side height of no higher than 58". The bid shall be submitted in terms of price per pound and shall not be subject to increase during the term of the contract. The bid price should also include the cost to supply lead washers for the facilities vacuum regulator to container connection, typically one washer per container. Certain technical or consultation services, as may be requested during the life of the contract, which pertain to the use, application, or training on the product shall be included as part of the bid price.

## **General**

1. Before submitting a Bid, each Bidder shall examine these instructions and the specifications contained herein and should be familiar with the site and chemical storage facilities.
2. For a Bid to be considered responsive, the Bidder shall submit, a sealed Bid, per the Invitation to Bid and per the instructions set forth in the Specifications and Bid Information document, including all information that has been requested. By submitting a Bid, the Bidder affirms all the terms and conditions set forth herein.
3. Should any omission or ambiguities in the specifications and/or instructions be discovered by the Bidder during the examination of the documents, it should be immediately brought to the attention of the City's authorized representative or his designatee, but not later than seven (7) days before the Bid opening date. All inquiries will be promptly reviewed and where necessary a clarifying written addendum issued.
4. This document (2015/16 Specifications and Bid Information – Liquid Chlorine) consists of 10 pages, including the cover page.

## **Contract and Contract Period**

Upon written notification from the City that the bidder's offer (the bid) has been accepted, the successful bidder shall be considered as having entered into a contract with the City to supply the materials, goods, and/or services offered. The contract documents consist of this document (2015 Specifications and Bid Information for Liquid Chlorine, the Invitation to Bid, all addenda issued prior to the bid closing date/time of bid, the bidder's offer (the bid), the City's letter notifying the bidder of acceptance of the bid, and a Purchase Order for Liquid Chlorine signed by the procurement officer.

The contract will be for a period of one (1) year, beginning at the time notification as the successful bidder is acknowledged by the bidder and will automatically terminate at the end of the 2015/2016 fiscal year, June 30, 2016. During the term of this contract the bidder agrees and commits to supply the goods, materials and/or service for the full term of the contract at the price bid.

If a conflict shall become evident between this document and the bidder's bid documents; then, unless expressly and specifically agreed to by the City's authorized representative, in writing, the "Specifications and Bid Information" document shall prevail.

Any bidder taking an exception to any provision, stipulation or condition contained in the aforementioned instructions to bidders, shall note each exception taken, explaining in detail the basis for the exception. Any such exceptions taken shall be written, collectively, in a separate section, titled "Exceptions Taken". Bid need only contain this section if an exception is taken. If an exception is taken, the exception(s) shall be included as part of the bid and shall appear on page two (2) of the bid.

## **Submitting a Bid**

1. Bidders shall submit a single Bid, alternate Bids will be rejected.
2. The Bidder shall submit two (2) original, and identical signed copies of their Bid.
3. The Bid Price for Liquid Chlorine shall be F.O.B. to the City of Tolleson Wastewater Treatment Plant, 9501 W. Pima Street, Tolleson AZ 85353; and shall reflect the "Total Delivered Price", including all taxes, fees, surcharges, fuel charges, transportation, labor and equipment costs for the actual product, delivered and unloaded as describe herein.
4. One Bid price in terms of price per pound shall be submitted by the Bidder. That price shall be valid for any and all quantities ordered during the term of the contract.

5. Certain technical or consultation services, as may be requested during the life of the contract, which pertain to the use, application, or training on the product shall be provided by the Bidder. Such consultative services shall be included as part of the bid price.
6. On the first page of the Bid, the Bidder shall clearly show the total offering price (Bid Price), in terms of - Price Per Pound of product. (This is the total delivered price, as described above in this section), and include the following statement "This is the Total Delivered Price".
7. On the first page of the Bid, the Bidder shall also clearly show the breakout for tax(es), listing the State, County or other entities that taxes will be paid to, and the tax rate of each that apply. The Bidder shall also include the following statement "Any and all applicable taxes are included in the Total Delivered Price and said taxes will be paid by (Insert Company Name)".
8. The City expects conformance to all of the conditions as specified herein and does not anticipate nor expect that any exceptions will be taken. The City, may, at its sole discretion, consider any Bid in which the Bidder has taken exception on page 2 of the Bid, as that Bid being non-responsive, when such exception taken serves to alter or change a stipulation or condition specified herein. The City reserves the right, by its sole judgment, to determine whether any such exception being taken conforms to the specifications. And, further, reserves the right to determine whether any such exception taken is significant or insignificant and to proceed with making a decision that best serves the interests of the City.
9. The Bidder shall note any exception(s) taken to any provision, stipulation or condition contained in this document (2015/16 Specifications and Bid Information for Liquid Chlorine). If no exceptions are taken, the Bidder shall state "No Exceptions Taken". The statement shall be included as part of the bid and shall appear on page two (2) of the Bid.
10. If an exception is taken, the exception(s) shall be included as part of the Bid and shall appear on page two (2) of the Bid. Any Bidder taking an exception shall note each exception taken, separately. All exceptions taken shall appear collectively in one section, beginning on page two of the Bid. The Bidder shall provide a written, detailed explanation, describing the basis for each exception taken and, if applicable; state a remedy for the contention. If additional pages are required, they shall immediately follow page two.
11. Any conflict that is noted between an element contained in a Bid and a stipulation or condition specified in this document that was not listed as being an exception taken on page two of the Bid, shall be considered to be a misnomer on the part of the Bidder. Such misnomers may be regarded by the City as it being the Bidder's intent to actually comply and conform to specifications herein. Any stipulation or condition expressed by a Bidder in their Bid, that is not acknowledged by the City's authorized representative, in writing, as being a new condition that is

acceptable to the City, will be considered to be null and of no affect and not part of the terms of the contract.

12. The Bid shall include a complete MSDS for the product being offered.
13. The Bid shall include information on the reportable spill quantity for the product, pertinent reporting information, and cleanup procedures, including material and supplies that are needed to have on-site.
14. The bid shall include the size (in height) of the trailers to be used in making deliveries of product. Include the smallest as well as the largest tanker sizes available for deliveries.
15. The Bidder shall include a statement from their company policy or from the company policy of the Bidder's Agent (the company contracted by the bidder to transport the product to the TWWTP), the minimum amount of product (in containers) that can be safely transported in each trailer.
16. By placing a Bid, the Bidder agrees to the terms and conditions as stated in the instructions provided to the bidders (i.e. the Invitation to Bid, the 2015 Specifications and Bid Information for Liquid Chlorine, and all addenda (if any) issued prior to the Bid closing date/time).
17. In order for a Bid to be considered it must be placed in a sealed, opaque envelope and be received at the location designated herein, before the bid close date and time. The envelope shall bear on the outside, the Bidder's name (name of business) and a return address and shall be clearly labeled "LIQUID CHLORINE – BID". The Bid shall either be sent by mail (e.g. U.S. mail, Fed Ex etc.) to the mailing address and recipient designated below or hand delivered.
18. A Bid is considered as having been "received", when it has been physically delivered to the Utilities Department and stamped "Received" by the addressee or his representative. The date of Post Marking will not be considered. The City is not liable for lost, stolen or misdirected mail.
19. Faxed Bids or emailed Bids are not acceptable and will be rejected.
20. Bids that are mailed should be addressed and sent to the following address, which is the address for Tolleson - City Hall where the treatment facility receives its mail:

City of Tolleson  
Wastewater Treatment Plant  
Attn: Mr. Mark Berrelez  
9555 W. Van Buren Street  
Tolleson, AZ 85353

21. Bids that are hand delivered can be received at the physical location of the treatment facility at the Administrative office of the Utilities Department/Wastewater Division:

City of Tolleson  
Wastewater Treatment Plant  
9501 W. Pima Street  
Tolleson, AZ 85353

22. This office is closed weekends, Holidays and off hours. Info Line: (623) 936-3381
23. Please note: The Administrative office of the Public Work Department shares the wastewater campus with the Utilities Department and is a separate building.
24. It is the responsibility of the Bidder to submit their Bid on time. No Bids will be received after the closing date and time. The bidding is considered to be closed one second after the stated closing time (official U.S. Time). The bidder assumes any and all risks for the chosen method to deliver their Bid.

### **TAXES**

The City of Tolleson is a tax paying entity. Bidders are required to charge and include in their bid any and all taxes (i.e. Federal, State, County, Local, Use and environmental taxes) as may be applicable, with respect to providing goods, materials and/or services. Additionally, the bidder must itemize and show these taxes on each invoice sent to the City for payment.

### **Fuel Surcharges**

Bidders should include in the bid for the length of the contract the transportation fuel charges, to be included with the cost per pound of the product.

### **Quantities**

Unless otherwise stated in this “2015 Specifications and Bid Information” document, the City of Tolleson will, during the contract period, make all purchases for Liquid Chlorine exclusively from the successful Bidder. The Bidder is obligated to supply the quantity(s) which the City of Tolleson may require for its operation. Any quantities stated herein or as otherwise may be discussed are provided as a general guide only. The actual quantities ordered, if any, may be more or less. The Bidder must state all restrictions, if any, in their bid, including minimum or maximum quantities per each delivery.

Any restriction that may present a logistical complication to the efficient or effectual operation of the facility, in the City's sole judgment, may be just cause to reject the bidder's bid.

A decline in effectiveness of the product shall be cause for contract cancellation as provided for herein. The City of Tolleson reserves the right to use other methods and chemicals or products for a disinfectant during the course of the contract, which may or may not affect the quantity of Liquid Chlorine containers purchased. The City guarantees no minimum quantity will be purchased. The City of Tolleson may make purchases from other vendors if bidder cannot meet Tolleson's delivery requirements or desired quantities. The bidder agrees to supply technical services pertaining to the use of Liquid Chlorine as ordered by the City of Tolleson during the term of this contract.

### **Quality**

Liquid Chlorine shall be supplied as one ton containers with the top discharge valve on the containers pointing to the right when facing the valve.

Product not meeting the specifications as outlined in this document, if known at the time of delivery, is cause for rejecting the delivery, without any additional cost to the City.

### **Technical Services**

In the event of an issue regarding the performance of the product supplied, the Plant Superintendent may request and the bidder supply, at no additional cost to the City of Tolleson, on-site technical services and/or consultations. Such technical services shall not exceed 10 calendar days per fiscal year.

### **Shipping, Receiving and Unloading**

The City of Tolleson Wastewater Treatment Plant has a storage capacity amounting to four one ton containers in inventory and three connected for service. The successful bidder shall supply one ton containers to maintain our inventory. The quantity ordered per shipment will be determined by the City of Tolleson at the time the order is placed. Characteristically, orders for Liquid Chlorine containers have typically been in the range of approximately two containers per order once per week.

The City of Tolleson has an overhead rail system using an electrical hoist to unload and move the one ton containers. The maximum height (from the bottom of a raised container) is 58 inches. The side rails of the flat bed trailer can not exceed this height.

The bidder shall cooperate with the City of Tolleson in supplying any quantity that is needed or requested. The City of Tolleson reserves the right to refuse, delay or limit delivery at the time of delivery. The City of Tolleson will not be responsible to pay demurrage for any reason. The bidder shall supply containers of Liquid Chlorine within a lead time of forty eight (48) hours of when the order is placed. The bidder shall utilize



flat bed trucks in making deliveries. The trucks shall meet all applicable State and Federal requirements and shall arrive in good working condition, equipped with all fittings, tools and materials required to ensure the safe unloading of the containers. By placing a Bid the Bidder agrees to abide by the City of Tolleson safety requirements and will make every effort to prevent any unsafe situation when making deliveries.

### **Time of Delivery**

The bidder must assure the ability and commitment to deliver a continuous supply of product to the City of Tolleson Wastewater Treatment Plant. Unless approved in advance, deliveries shall be from 6:00 A.M. to 2:00 P.M., Monday through Friday. Deliveries shall not be made on Saturdays, Sunday or Holidays, unless requested by the City of Tolleson. The bidder shall, if requested by the City of Tolleson, develop a delivery schedule that shall be followed during the course of this contract, unless revision is made or approved by the City. If the Operational requirements of the TWWTP dictate, the City of Tolleson may elect to change the bidder's delivery schedule. Should the bidder be unable to comply with his/her delivery schedule or fail to keep the City of Tolleson in continuous supply of product or not be able to supply the TWWTP with an unexpected emergency delivery within 24 hours, due to lapse in communication, manufacturing, transportation, or any other cause; then the TWWTP Superintendent reserves the right to obtain material required from any source without waving or voiding any of the terms and conditions of this contract.

### **Payment and Method of Purchasing**

Once the Bid is awarded, a P.O. may be issued at the time of the first order, and with each subsequent order, or there may be a blanket P.O. issued for the fiscal year at the beginning of the contract period. The total amount stated on each P.O. provided by the City shall be considered as a "Not to Exceed Amount". Any dollar amount remaining on the P.O. after fulfilling previous orders, may be used to place new orders unless the P.O. is closed by the City. Any dollar placed on a new P.O. or dollar amount remaining on an existing P.O. shall not be misconstrued to as an obligation on the part of the City to place orders or make purchases up to the total amount stated on the P.O. The City guarantees no minimum quantity will be purchased over the life of the contract.

For three (3) year contracts, upon renewal of the contract at the beginning of the new fiscal year, if renewed, a new purchase order may be issued anytime before the first order, but after the close of the previous fiscal year.

Payment will be made for individual shipments after receipt of a certified invoice from the bidder. The invoice must break out any applicable tax from the total price and show as a separate item on the invoice. However, the invoice total must reflect the total delivered price.

The City shall not be charged for any amount of product that cannot be unloaded into the City's storage tank(s) or is otherwise unable to be unloaded.

### **E-verify requirements**

To the extent applicable under Arizona Revised Statute § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Arizona Revised Statute STAT. § 23-214(A). The Contractor or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City of Tolleson. The City of Tolleson retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the City of Tolleson. The contractor and its subcontractors shall cooperate with the City of Tolleson random inspections including granting the City of Tolleson entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

### **Cooperation**

The bidder and the City of Tolleson personnel will cooperate closely in scheduling and resolving any service or product related issues. Should an unacceptable situation develop with respect to goods or service in the opinion of the Plant Superintendent, or there be a decline in the effectiveness of the product supplied; the following steps will be initiated by the city: The plant superintendent or his authorized representative shall notify the bidder of the problem, giving the bidder the opportunity to correct the deficiency(s). For issues that do not critically impact the operations or hinder the compliance with a permit or regulation, then the bidder shall have 10 calendar days to resolve such problem(s) to the satisfaction of the Superintendent.

For issues that may adversely impact plant operations, hinder or lead to the non-compliance with a permit or regulation; upon verbal notification the bidder shall immediately correct any all deficiencies deemed critical by the plant superintendent. If the bidder is unable or unwilling to correct the problem(s) to the satisfaction of the plant superintendent within the allotted time frame (within 24 hours or sooner for critical items or by the end of the 10 day period for all other deficiencies); then the city may obtain the product or service from another vendor until such time as the noted deficiency(s) is corrected.

If the problem remains uncorrected at the end of the 10 day period, then the city controller, may, notify the bidder in writing that the contract will be terminated

Nothing contained herein shall preclude the city from purchasing a similar or different product, at will, and at any time during the life of the contract, so long as such purchases are not for the identical product, except that an identical product or service may be purchased under the conditions expressed in this section.

The Plant Superintendent will notify the bidder and the City Controller in writing, explaining the unsatisfactory condition. The bidder shall have 10 calendar days to resolve such problem to the satisfaction of the Superintendent. If a satisfactory solution has not been made by the end of that period, the City Controller may, with the advice of the Plant Superintendent, may notify the bidder in writing that the contract will be considered annulled in an additional 20 calendar days. The City may then solicit new bids at its sole discretion.

**City's Authorized Representative**

The City's authorized representative is the Utilities Director or in his absence, the Superintendent Wastewater Utilities.

**Method of Award**

The successful Bidder will be determined on the basis of the lowest responsive and responsible bid. The City of Tolleson reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept the bid which in the City's sole judgment best serves the interests of the City.

**Notice of Award**

The City Council will consider the recommendation to award the bid. If the City Council concurs with and approves of the recommendation to award the bid, the successful bidder will receive a notification letter from the Wastewater Division of the Utilities Department. The letter will contain the purchase order number for the first fiscal year. Orders may be placed immediately upon the approved P.O. Please note: The amount on the purchase order is a not to exceed amount, or maximum amount that may be purchased during the fiscal year from the successful Bidder. The City does not guarantee a minimum purchase amount or quantity.



# City of Tolleson

**2015/2015**

## **Specifications and Bid Information For Ferric Chloride 40%**

## **For The Wastewater Treatment Plant**

**Due Date: June 18, 2015 11:00 A.M.  
(Arizona USA - Mountain Time)**

**Note: Questions concerning these Specifications and Bid Information should be directed to the City of Tolleson.**

**Beto Lucero  
Telephone – (623)-478-8742  
Fax – (623)-352-0053  
Email – [blucero@tollesonaz.org](mailto:blucero@tollesonaz.org)**

## **Scope**

The City may control odors mechanically or chemically, or by both means at the City of Tolleson Wastewater Treatment Plant. When chemical treatment is exercised, either in part or in whole, Ferric Chloride is one of the chemical options that may be incorporated by the City. Therefore, Ferric Chloride purchased under the specifications in this document, is intended for use as an odor control chemical at the City of Tolleson Wastewater Treatment Plant.

Ferric Chloride will only be used during time periods when the City elects to use this chemical, in place of other chemicals, or in conjunction with other chemicals, and/or mechanical, and/or biological control. The election to use this chemical or not use this chemical for the aforementioned purpose and the quantity of use is at the sole discretion of the City of Tolleson. Therefore, the City seeks to obtain competitive Bids to purchase 40% Ferric Chloride on an as needed basis and is requesting a fixed price for any quantity ordered during the term of the contract.

## **General**

1. Before submitting a Bid, each Bidder shall examine these instructions and the specifications contained herein and should be familiar with the site and chemical storage facilities.
2. For a Bid to be considered responsive, the Bidder shall submit, a sealed Bid, per the Invitation to Bid and per the instructions set forth in the Specifications and Bid Information document, including all information that has been requested. By submitting a Bid, the Bidder affirms all the terms and conditions set forth herein.
3. Should any omission or ambiguities in the specifications and/or instructions be discovered by the Bidder during the examination of the documents, it should be immediately brought to the attention of the City's authorized representative or his designatee, but not later than seven (7) days before the Bid opening date. All inquiries will be promptly reviewed and where necessary a clarifying written addendum issued.
4. This document (2015/16 Specifications and Bid Information - Ferric Chloride 40%) consists of 12 pages, including the cover page.

## **Contract and Contract Period**

Upon receipt of written notification from the City that the Bidder's offer (the Bid) has been approved and selected as the successful Bid (and the Bidder as the successful Bidder), the Bidder and the City shall be considered as having entered into a contract. The contract documents will consist of this document (2015/16 Specifications and Bid Information for Ferric Chloride); the Invitation to Bid; all addenda issued by the City prior to the Bid closing date/time of Bid; the Bidder's offer (the Bid); and the notification

letter from the City that the Bidder's Bid has been selected to supply the materials, goods, and/or services offered in the Bid.

If a conflict shall become evident between this document and the Bidder's offer (the Bid); unless expressly and specifically agreed to, in writing, by the City's authorized representative, then the "2015/16 Specifications and Bid Information" document shall prevail.

The contract will be for a period of up to one (1) year, beginning at the time notification as the successful Bidder is acknowledged by the Bidder and will automatically terminate at the end of the 2015/16 fiscal year, June 30, 2016. During the term of this contract the Bidder agrees and commits to supply the goods, materials and/or service for the full term of the contract at the price bid.

### **Submitting a Bid**

1. Bidders shall submit a single Bid, alternate Bids will be rejected.
2. The Bidder shall submit two (2) original, and identical signed copies of their Bid.
3. The Bid Price for Ferric Chloride shall be F.O.B. to the City of Tolleson Wastewater Treatment Plant, 9501 W. Pima Street, Tolleson AZ 85353; and shall reflect the "Total Delivered Price", including all taxes, fees, surcharges, fuel charges, transportation, labor and equipment costs for the actual product, delivered and unloaded as describe herein.
4. One Bid price in terms of price per gallon shall be submitted by the Bidder. That price shall be valid for any and all quantities ordered during the term of the contract, regardless of type or size of container or delivery method.
5. Bids submitted in terms of price per dry ton will be considered as non-responsive bid.
6. Certain technical or consultation services, as may be requested during the life of the contract, which pertain to the use, application, or training on the product shall be provided by the Bidder. Such consultative services shall be included as part of the bid price.
7. On the first page of the Bid, the Bidder shall clearly show the total offering price (Bid Price), in terms of - Price Per Gallon of product. (This is the total delivered price, as described above in this section), and include the following statement "This is the Total Delivered Price".
8. On the first page of the Bid, the Bidder shall also clearly show the breakout for tax(es), listing the State, County or other entities that taxes will be paid to, and the tax rate of each that apply. The Bidder shall also include the following

statement “Any and all applicable taxes are included in the Total Delivered Price and said taxes will be paid by (Insert Company Name)”.

9. The City expects conformance to all of the conditions as specified herein and does not anticipate nor expect that any exceptions will be taken. The City, may, at its sole discretion, consider any Bid in which the Bidder has taken exception on page 2 of the Bid, as that Bid being non-responsive, when such exception taken serves to alter or change a stipulation or condition specified herein. The City reserves the right, by its sole judgment, to determine whether any such exception being taken conforms to the specifications. And, further, reserves the right to determine whether any such exception taken is significant or insignificant and to proceed with making a decision that best serves the interests of the City.
10. The Bidder shall note any exception(s) taken to any provision, stipulation or condition contained in this document (2015/16 Specifications and Bid Information for Ferric Chloride). If no exceptions are taken, the Bidder shall state “No Exceptions Taken”. The statement shall be included as part of the bid and shall appear on page two (2) of the Bid.
11. If an exception is taken, the exception(s) shall be included as part of the Bid and shall appear on page two (2) of the Bid. Any Bidder taking an exception shall note each exception taken, separately. All exceptions taken shall appear collectively in one section, beginning on page two of the Bid. The Bidder shall provide a written, detailed explanation, describing the basis for each exception taken and, if applicable; state a remedy for the contention. If additional pages are required, they shall immediately follow page two.
12. Any conflict that is noted between an element contained in a Bid and a stipulation or condition specified in this document that was not listed as being an exception taken on page two of the Bid, shall be considered to be a misnomer on the part of the Bidder. Such misnomers may be regarded by the City as it being the Bidder’s intent to actually comply and conform to specifications herein. Any stipulation or condition expressed by a Bidder in their Bid, that is not acknowledged by the City’s authorized representative, in writing, as being a new condition that is acceptable to the City, will be considered to be null and of no affect and not part of the terms of the contract.
13. The Bid shall include a complete MSDS for the product being offered.
14. The Bid shall include a metal assay for pollutant metals and other toxic substances. e.g. cadmium, chromium, zinc, mercury, acids.
15. The Bid shall include as a separate exhibit, the weight of the product at various concentrations and any formulas used by the Bidder in converting that weight to gallons.

16. The Bid shall include information on the reportable spill quantity for the product, pertinent reporting information, and cleanup procedures, including material and supplies that are needed to have on-site.
17. The bid shall include the size (in gallons) of the tankers to be used in making bulk and/or mini-bulk deliveries of product. Include the smallest as well as the largest tanker sizes available for deliveries.
18. The Bidder shall include a statement from their company policy or from the company policy of the Bidder's Agent (the company contracted by the bidder to transport the product to the TWWTP), the minimum amount of product (in gallons) that can be safely transported in each bulk and/or mini-bulk tanker.
19. By placing a Bid, the Bidder agrees to the terms and conditions as stated in the instructions provided to the bidders (i.e. the Invitation to Bid, the 2015 Specifications and Bid Information for Ferric Chloride, and all addenda (if any) issued prior to the Bid closing date/time).
20. In order for a Bid to be considered it must be placed in a sealed, opaque envelope and be received at the location designated herein, before the bid close date and time. The envelope shall bear on the outside, the Bidder's name (name of business) and a return address and shall be clearly labeled "FERRIC CHLORIDE – BID". The Bid shall either be sent by mail (e.g. U.S. mail, Fed Ex etc.) to the mailing address and recipient designated below or hand delivered.
21. A Bid is considered as having been "received", when it has been physically delivered to the Utilities Department and stamped "Received" by the addressee or his representative. The date of Post Marking will not be considered. The City is not liable for lost, stolen or misdirected mail.
22. Faxed Bids or emailed Bids are not acceptable and will be rejected.
23. Bids that are mailed should be addressed and sent to the following address, which is the address for Tolleson - City Hall where the treatment facility receives its mail:

City of Tolleson  
Wastewater Treatment Plant  
Attn: Mr. Mark Berrelez  
9555 W. Van Buren Street  
Tolleson, AZ 85353

24. Bids that are hand delivered can be received at the physical location of the treatment facility at the Administrative office of the Utilities Department/Wastewater Division:

City of Tolleson  
Wastewater Treatment Plant



9501 W. Pima Street  
Tolleson, AZ 85353

25. This office is closed weekends, Holidays and off hours. Info Line: (623) 936-3381
26. Please note: The Administrative office of the Public Work Department shares the wastewater campus with the Utilities Department and is a separate building.
27. It is the responsibility of the Bidder to submit their Bid on time. No Bids will be received after the closing date and time. The bidding is considered to be closed one second after the stated closing time (official U.S. Time). The bidder assumes any and all risks for the chosen method to deliver their Bid.

### **Taxes**

The City of Tolleson is a tax paying entity. All applicable (e.g. Federal, State, Local, Sales, Use, Environmental and other taxes) shall be included in the Bid Amount. The Bidder agrees to comply with all provisions of the Arizona State Sales Tax Law and Compensation Use Tax Law and all amendments to the same. The Bidder further agrees to indemnify and save harmless the City of Tolleson of and from any and all claims and demands made against it by virtue of the failure on the Bidder or any subcontractor to comply with the provision of any or all said laws and amendments. Additionally, the Bidder must itemize (break out the tax) and show these taxes in the Bid and on each invoice submitted to the City for payment.

### **Quantities**

Unless otherwise stated in this “2015/16 Specifications and Bid Information” document, the City of Tolleson will, during the contract period, make all purchases for Ferric Chloride, used to control odors, exclusively from the successful Bidder. The Bidder is obligated to supply the quantity which the City of Tolleson may require for its operation. Any quantities stated herein that may be discussed are provided as a general guide only. The actual quantities ordered, if any, may be more or less. The Bidder shall cooperate with the City of Tolleson in supplying any quantity that is needed or requested.

The City understands that placing orders which are less than the full volumetric capacity of a bulk carrier, may, but not necessarily in all cases, have an impact on costs. Non-the-less, the usage rate and storage capacity for a given chemical at the TWWTP may require that the Bidder ship its product at less than the full capacity of its bulk, or mini-bulk carrier. Therefore, the Bidder shall consider potential cost impacts and incorporate such costs into their fixed Bid Price. The City will, as much as practical, be cognizant of this potential cost impact and will endeavor, without any guarantee what-so-ever, to make this consideration when placing orders.

The City requests that the Bid Price be a fixed price for any quantity ordered by the City during the term of the contract. Bid offers that contain restrictions (require that a minimum quantity be ordered) or have tiered pricing (price varies with quantity ordered) may be rejected. Restrictions that may present a logistical complication to the efficient or effectual operation of the facility, in the City's sole judgment, may be cause for the rejection of a Bid.

The City of Tolleson Wastewater Treatment Plant has one Ferric Chloride storage tank. An over flow pipe on the tank reduces the tank capacity to 8,170 gallon, when the tank is filled from empty. The quantity ordered per shipment will be determined by the City of Tolleson at the time the order is placed.

Normal deliveries of Ferric Chloride should be made within 48 hours from the placement of an order. The quantity ordered per each shipment will be determined by the City at the time the order is placed. In the event that product is required to satisfy an emergency need, the Bidder shall, make every effort to deliver such quantities (whether by bulk, mini-bulk or other container) as may be necessary to satisfy an impending or immediate need.

The City of Tolleson reserves the right to use other methods and chemicals or products for the control of odor during the term of the contract. The City guarantees no minimum quantity will be purchased during the contract period. The City of Tolleson may make purchases of Ferric Chloride from other vendors if Bidder cannot meet Tolleson's delivery requirements or desired quantities.

The City shall have the right to reject, and not be charged for any quantity of product delivered to the site which is in excess of the quantity ordered. The City shall not be charged for any amount of product that is unable to be unloaded from the tanker due to physical conditions (e.g. the slope of the ground) or mechanical conditions (e.g. remaining contents in the tanker not able to be pumped or otherwise unloaded).

#### Determining/Measuring the Quantity Unloaded

The City and the Bidder shall develop a mutually agreeable method of determining the actual gallons unloaded to the City's Ferric Chloride storage tank(s). Regardless of the means used to determine the actual gallons unloaded, a copy of the weight ticket must be provided to the City, at time of delivery, for each order. The percent concentration and the per gallon weight of each delivered load shall be provided to the City. The City has a certified scale and if requested, the Bidder will use this scale before and after each delivery.

The actual quantity of product unloaded to the storage tank(s) at the TWWTP shall be determined by one of the following methods:

(1) by readings obtained from a flow meter on the tanker which the calibration has been certified and displays the readings in gallons. The meter reading shall be recorded by TWWTP personnel before and after unloading and; or

(2) by using the level indicator on the storage tank(s) (measured in feet and converted to gallons) and subtracting the tank level before unloading from the tank level after unloading, converted to gallons. The readings shall be recorded by TWWTP personnel before and after unloading; or

(3) by calculating the number of gallons unloaded to the City's storage tank(s), based on the weight per gallon of product and the net weight of product actually unloaded to the storage tank(s). The tanker truck shall be weighed on the scale at the treatment plant before unloading, then again, after unloading. The following calculation will be made to determine the gallons unloaded: The total weight of the tanker immediately after unloading the product shall be subtracted from the total weight of the tanker immediately prior to unloading. The resultant net weight of the product, representing the amount, in lbs. that was unloaded, will be divided by the per gallon weight of the product to determine the total gallons to be invoiced. The readings of all weight scale measurements shall be recorded by TWWTP personnel and a copy provide to the Bidder's agent; or

(4) by an alternate method as may be agreed to by the Bidder and the City.

The City reserves the right to use any of the methods described above to make an assessment of the quantity delivered or unloaded or to reject any method that may currently be in use. Method three (3), described above shall be a default method.

### **Quality**

Ferric chloride shall be supplied as an aqueous solution containing 40% concentration (+/- 2%), by weight, of anhydrous Ferric Chloride, all of which shall be in solution. The product specification shall be in the following ranges, Ferrous content <0.25%, Free HCL <0.5%, Sulfur as Sulfate <5%, Water-Insoluble Matter <0.1%. As an overriding factor, regardless of any specification stated herein, the product shall not contain compounds or elements or minerals in such concentrations as to cause or contribute to an effluent limitation in one of the facilities permits to be exceeded.

The supplier shall initially, and as requested, provide analysis and documentation of all trace metals and compounds that exist in the Ferric Chloride solution. Supplier shall also indicate typical ph of the solution.

Product being delivered to the facility having a concentration of less than 38% or greater than 45% solution, by weight, of anhydrous Ferric Chloride shall be considered unacceptable and not in conformance with the terms of the contract. In no case shall product in excess of 45% solution, by weight, of anhydrous Ferric Chloride be delivered to the facility. Product not meeting the specifications as outlined in this document, if known at the time of delivery, is cause for rejecting the delivery, without any additional cost to the City.

Product demonstrating toxicity, or which, in the judgment of the City. may contribute to or may result in the facility's (the TWWTP's) permit to be exceeded or otherwise

violated shall be considered grounds for the City to discontinue purchases and use of the product.

### **Technical Services**

In the event of an issue regarding the performance of the product supplied, the Plant Superintendent may request and the Bidder supply, at no additional cost to the City of Tolleson, on-site technical services and/or consultations. Such technical services shall not exceed 10 calendar days per fiscal year.

### **Shipping, Receiving and Unloading**

The Bidder or the Bidder's agent (the bulk delivery service or carrier contracted by the Bidder to deliver and unload the product on behalf of the Bidder) shall deliver to the Tolleson WWTP, where the Bidder or the Bidder's agent will unload the actual product to the designated Ferric Chloride storage tank(s).

The Bidder or the Bidder's agent shall follow the delivery schedule as specified in the "Time of delivery" section of this document. Upon arrival at the TWWTP, the transport driver shall first check in at the admin office. The driver shall then wait to be directed by TWWTP operations personnel to the designated Ferric Chloride storage tank(s) where the product is to be unloaded. At this time the meter reading at the tanker truck or level reading at the tank(s), will be taken or the tanker truck weighed on the plant scale, unless an alternate measuring mechanism has been established between the Bidder and the City.

The Bidder's personnel or the Bidder's agent that delivers and unloads the product shall not fill beyond the designated fill point, nor overfill any storage tank(s) owned by the City while transferring the product from the delivery vessel to the City's storage tank(s). The delivery/unloading personnel shall follow all instructions issued to them by TWWTP personnel. The personnel performing the unloading of the product shall immediately cease the unloading operation if instructed to do so by TWWTP personnel.

By placing a Bid the Bidder agrees to abide by the City of Tolleson safety requirements and will make every effort to prevent overfilling the primary storage vessel when making deliveries. The Bidder's personnel or the Bidder's agent that transports and unloads the product shall be trained, knowledgeable and competent in the safe transportation, delivery and unloading of the product. These personnel shall have had safety training specific on the product being delivered and shall follow all company safety procedures. All equipment necessary to ensure the safe delivery and unloading of the product shall be supplied and used by the personnel unloading the product during each delivery. The Bidder shall ensure that these personnel have been trained in emergency response procedures specific to the product, its delivery and unloading at the TWWTP, and shall implement those procedures in the event of a mishap.

The City of Tolleson reserves the right to refuse or delay delivery or to limit the amount to be unloaded at the time of delivery. The City of Tolleson will not be liable to pay demurrage for any reason. The bidder shall supply Ferric Chloride within a lead time of

forty eight (48) hours of when the order is placed. The Bidder shall utilize tanker trucks to deliver the quantity of product ordered by the City, unless otherwise approved or requested in advance by the City. Multiple, deliveries using mini-tank delivery trucks to fulfill larger orders (orders of 3,000 or more gallons) are not acceptable, except under emergency conditions. Supplying the product in drums or tote bins or other containers is not acceptable unless specifically requested.

The tanker trucks shall meet all applicable State and Federal requirements and shall arrive in good working condition, equipped with unloading connections for a two (2) inch, four bolt flange, hose and all other fittings, tools and materials required to ensure a safe, compatible connection and transfer to the City of Tolleson's chemical storage tank(s). The delivery trucks will be equipped with its own air compressor to unload and vacuum, if necessary, to clear the unloading hose.

### **Time of Delivery**

The Bidder must assure the ability and commitment to deliver a continuous supply of product to the City of Tolleson Wastewater Treatment Plant. Unless approved in advance, deliveries shall be from 6:00 A.M. to 2:00 P.M., Monday through Friday. Deliveries shall not be made on Saturdays, Sunday or Holidays, unless requested by the City of Tolleson. The Bidder shall, if requested by the City of Tolleson, develop a delivery schedule that shall be followed during the course of this contract, unless revision is made or approved by the City.

If the Operational requirements of the TWWTP dictate, the City of Tolleson may elect to change the bidder's delivery schedule. Should the Bidder be unable to comply with the delivery schedule or fail to keep the City of Tolleson in continuous supply of product (i.e. the TWWTP runs out of product as a result of a lapse in delivery of product, untimely delivery of product) or fail to satisfy an emergency need for product at the TWWTP; then the TWWTP Superintendent reserves the right to obtain the required product from any source without any breach of contract and without waving or voiding any of the terms and conditions of this contract.

### **Payment and Method of Purchasing**

Once the Bid is awarded, a P.O. may be issued at the time of the first order, and with each subsequent order, or there may be a blanket P.O. issued for the fiscal year at the beginning of the contract period. The total amount stated on each P.O. provided by the City shall be considered as a "Not to Exceed Amount". Any dollar amount remaining on the P.O. after fulfilling previous orders, may be used to place new orders unless the P.O. is closed by the City. Any dollar placed on a new P.O. or dollar amount remaining on an existing P.O. shall not be misconstrued to as an obligation on the part of the City to place orders or make purchases up to the total amount stated on the P.O. The City guarantees no minimum quantity will be purchased over the life of the contract.

For three (3) year contracts, upon renewal of the contract at the beginning of the new fiscal year, if renewed, a new purchase order may be issued anytime before the first order, but after the close of the previous fiscal year.

Payment will be made for individual shipments after receipt of a certified invoice from the bidder. The invoice must break out any applicable tax from the total price and show as a separate item on the invoice. However, the invoice total must reflect the total delivered price.

The City shall not be charged for any amount of product that cannot be unloaded into the City's storage tank(s) or is otherwise unable to be unloaded.

### **E-verify requirements**

To the extent applicable under Arizona Revised Statute § 41-4401, the Contractor (Bidder) and its subcontractors (Bidder's Agent) warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Arizona Revised Statute § 23-214(A). The Contractor or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City of Tolleson. The City of Tolleson retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above mentioned warranty.

The Contractor and its subcontractors warrant keeping the papers and records open for random inspection during normal business hours by the City of Tolleson. The contractor and its subcontractors shall cooperate with the City of Tolleson random inspections including granting the City of Tolleson entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

### **Cooperation**

The Bidder and the City of Tolleson personnel will cooperate closely in scheduling and resolving any service or product related issues. Should an unacceptable situation develop with respect to goods or service in the opinion of the Plant Superintendent, or there be a decline in the effectiveness of the product supplied; the following steps will be initiated by the city: The plant superintendent or his authorized representative shall notify the Bidder of the problem, giving the Bidder the opportunity to correct the deficiency(s). For issues that do not critically impact the operations or hinder the compliance with a permit or regulation, then the Bidder shall have 10 calendar days to resolve such problem(s) to the satisfaction of the Superintendent.

For issues that may adversely impact plant operations, hinder or lead to the non-compliance with a permit or regulation; upon verbal notification the Bidder shall

immediately correct any all deficiencies deemed critical by the plant superintendent. If the bidder is unable or unwilling to correct the problem(s) to the satisfaction of the plant superintendent within the allotted time frame (within 24 hours or sooner for critical items or by the end of the 10 day period for all other deficiencies); then the city may obtain the product or service from another vendor until such time as the noted deficiency(s) is corrected. If the problem remains uncorrected at the end of the 10 day period, then the city controller, may, notify the Bidder in writing that the contract will be terminated

Nothing contained herein shall preclude the City from purchasing a similar or different product, at will, and at any time during the life of the contract, so long as such purchases are not for the identical product, except that an identical product or service may be purchased under the conditions expressed in this document.

The Plant Superintendent will notify the Bidder and the City Controller in writing, explaining the unsatisfactory condition. The Bidder shall have 10 calendar days to resolve such problem to the satisfaction of the Superintendent. If a satisfactory solution has not been made by the end of that period, the City Controller may, with the advice of the Plant Superintendent , may notify the Bidder in writing that the contract will be considered annulled in an additional 20 calendar days. The City may then solicit new Bids at its sole discretion.

#### **City's Authorized Representative**

The City's authorized representative is the Utilities Director or in his absence, the Superintendent Wastewater Utilities.

#### **Method of Award**

The successful Bidder will be determined on the basis of the lowest responsive and responsible bid. The City of Tolleson reserves the right to reject any or all Bids, to waive any informalities or irregularities in the Bids received, or in the Bid process, and to accept the bid which in the City's sole judgment best serves the interests of the City.

#### **Notice of Award**

The Tolleson City Council makes the final determination regarding Bids and considers the recommendation of the department head when awarding the Bids. If the City Council concurs with the recommendation and moves to approve and award the Bid, the successful Bidder will receive a notification letter from the Wastewater Division of the Utilities Department. Orders may be placed by the Utilities Department/Wastewater Division, immediately after the Bidder receives the notification and upon issuing an approved P.O.



# **City of Tolleson**

**2015/16**

**Specifications and Bid Information  
For  
Hydrogen Peroxide 27% (technical grade)**

**For The  
Wastewater Treatment Plant**

**Due Date: June 18, 2015 11:00 A.M.  
(Arizona USA - Mountain Time)**

**Note: Questions concerning these Specifications and Bid Information should be directed to the City of Tolleson.**

**Beto Lucero  
Telephone – (623)-478-8742  
Fax – (623)-352-0053  
Email – [blucero@tollesonaz.org](mailto:blucero@tollesonaz.org)**



## **Scope**

The City may control odors mechanically or chemically, or by both means at the City of Tolleson Wastewater Treatment Plant. When chemical treatment is exercised, either in part or in whole, Hydrogen Peroxide is one of the chemical options that may be incorporated by the City. Therefore, Hydrogen Peroxide purchased under the specifications in this document, is intended for use as an odor control chemical at the City of Tolleson Wastewater Treatment Plant.

Hydrogen Peroxide will only be used during time periods when the City elects to use this chemical, in place of other chemicals, or in conjunction with other chemicals and/or mechanical, and/or biological control. The election to use this chemical or not use this chemical for the aforementioned purpose and the quantity of use is at the sole discretion of the City of Tolleson. Therefore, the City seeks to obtain competitive Bids to purchase 27% technical graded Hydrogen Peroxide on an as needed basis and is requesting a fixed price for this product in any quantity ordered during the term of the contract.

## **General**

1. Before submitting a Bid, each Bidder shall examine these instructions and the specifications contained herein and should be familiar with the site and chemical storage facilities.
2. For a Bid to be considered responsive, the Bidder shall submit, a sealed Bid, per the Invitation to Bid and per the instructions set forth in the Specifications and Bid Information document, including all information that has been requested. By submitting a Bid, the Bidder affirms all the terms and conditions set forth herein.
3. Should any omission or ambiguities in the specifications and/or instructions be discovered by the Bidder during the examination of the documents, it should be immediately brought to the attention of the City's authorized representative or his designatee, but not later than seven (7) days before the Bid opening date. All inquiries will be promptly reviewed and where necessary a clarifying written addendum issued.
4. This document (2015/16 Specifications and Bid Information - Hydrogen Peroxide 27%) consists of 13 pages, including the cover page.

## **Contract and Contract Period**

Upon written notification from the City that the bidder's offer (the bid) has been approved by the City Council, the successful bidder shall be considered as having entered into a contract with the City to supply the materials, goods, and/or services offered in the bid. The contract documents consist of this document (2015/16 Specifications and Bid Information – Hydrogen Peroxide); the Invitation to Bid; all addenda issued prior to the bid closing date/time of bid, the bidder's offer (the bid), the City's letter notifying the bidder of acceptance of the bid, and a Purchase Order, signed by the procurement officer.

The contract will be for a period of one (1) year, beginning at the time notification as the successful bidder is acknowledged by the bidder and will automatically terminate at the end of the 2015/2016 fiscal year, ending June 30, 2016. During the term of this contract the bidder agrees and commits to supply the goods, materials and/or service for the full term of the contract at the price bid, without increase.

If any conflict shall become evident between the provisions or stipulations as stated or as required by this document and the bidder's bid documents; then, unless expressly and specifically agreed to in writing by the City's authorized representative, the "2015/16 Specifications and Bid Information" document shall prevail.

### **Submitting a Bid**

1. Bidder shall include in their Bid, two (2) original, signed copies of their Bid.
2. Bidder must include in the following information in the Bid.
  - A. Minimum ordering quantities or other restrictions.
  - B. Expected delivery time from placement of an order.
3. Bidder shall submit a single Bid; alternate Bids will be rejected.
4. The Bid Price for Hydrogen Peroxide shall be F.O.B. the City of Tolleson Wastewater Treatment Plant, 9501 W. Pima Street, Tolleson AZ 85353; and shall reflect the "Total Delivered Price", including all applicable Federal, State, Use or other taxes, fees, surcharges, fuel charges, transportation, and any labor and equipment costs for the actual product, delivered to the TWWTP.
5. On the first page of the Bid, the Bidder shall clearly show the total offering price (Bid Price) in terms of - **Price Per Gallon** of the product bid. (This is the total delivered price, as described above in this section). That price shall be valid for any and all quantities ordered during the term of the contract, regardless of type or size of container or delivery method.
6. The bid price shall be valid for the full term of the contract and shall not be subject to increase.
7. Bids submitted in terms of price per dry ton, or other units may be considered as not responsive bid.
8. In the Bid, the Bidder shall clearly show the breakout for all applicable tax(es), listing the State, County or other entities that taxes will be paid to, the type of tax and the tax rate of each that apply. The Bidder shall include the following statement "Any and all applicable taxes are included in the Total Delivered Price and said taxes will be paid by (Insert Name of Bidder's Company)".

9. Certain technical or consultation services, as may be requested during the life of the contract, which pertain to the use, application, or training on the product shall be provided by the Bidder. Such consultative services shall be included as part of the bid price.
10. The City expects conformance to all of the conditions as specified herein and does not anticipate nor expect that any exceptions will be taken. The City, may, at its sole discretion, consider any Bid in which the Bidder has taken exception on page 2 of the Bid, as that Bid being non-responsive when such exception(s) taken serves to alter or change a stipulation or condition specified herein. The City reserves the right, by its sole judgment, to determine whether any such exception being taken conforms to the specifications. And, further, reserves the right to determine whether any such exception taken is significant or insignificant and to proceed with making a decision that best serves the interests of the City.
11. If the Bidder takes exception to any provision, stipulation, condition or requirement contained in this document (2015/16 Specifications and Bid Information – Hydrogen Peroxide), then the exception(s) taken shall be included in the Bid by listing each exception. All exceptions taken shall appear collectively in one section, beginning on page two of the Bid. The Bidder shall provide a written, detailed explanation, describing the basis for each exception taken and, if applicable; state a remedy for the contention. If additional pages are required, they shall immediately follow page two.
12. The absence of any “Exceptions Taken” statement being included in the bid will be considered as no exceptions taken by the Bidder.
13. Any conflict that is noted between any element contained in a Bid and a provision, stipulation, condition or requirement specified in this document that was not listed as being an exception taken on page two of the Bid, shall be considered to be a misnomer on the part of the Bidder. Such misnomers may be regarded by the City as being the Bidder’s intent to actually comply and conform to specifications herein. Any stipulations or condition expressed by a Bidder in their Bid, that is not acknowledged by the City’s authorized representative, in writing, as being a new condition that is acceptable to the City, will be considered to be null and of no affect and not part of the terms of the contract.
14. The Bid shall include a complete MSDS for the product(s) being offered. In conformance with the GHS Standards, recently adopted by OSHA, the Bidder shall include in the Bid or immediately upon acquiring said information, but not later than **June 12, 2015**; Safety Data Sheets, Label information and Hazard Classification for their product(s).
15. The Bid shall include an exhibit, delineating the weight of the product at various concentrations and any formulas used by the Bidder in converting that weight to gallons.

16. The Bid shall include information on the reportable spill quantity for the product, pertinent reporting information, and cleanup procedures, including material and supplies that are needed to have on-site.
17. The bid shall include the size (in gallons) of the tankers to be used in making bulk and/or mini-bulk deliveries of product. Include the smallest as well as the largest tanker sizes available for deliveries.
18. The Bidder shall include a statement from their company policy or from the company policy of the Bidder's Agent (the company contracted by the bidder to transport the product to the TWWTP), the minimum amount of product (in gallons) that can be safely transported in each bulk and/or mini-bulk tanker.
19. By placing a Bid, the Bidder agrees to the terms and conditions as stated in the Invitation to Bid, and the 2015/16 Specifications and Bid Information – Hydrogen Peroxide, and all addenda (if any) issued prior to the Bid closing date/time).
20. In order for a Bid to be considered it must be received by the Department in a sealed, opaque envelope, prior to the advertised bid closing date and time. The envelope shall bear on the outside, the Bidder's name (name of business) and a return address and shall be clearly labeled "**HYDROGEN PEROXIDE – BID**". The Bid shall either be sent by mail (e.g. U.S. mail, Fed Ex etc.) or hand delivered.
21. Faxed Bids or emailed Bids are not acceptable and will be rejected.
22. Bids that are mailed should be sent to the following address, which is the mail box location for the Utilities Department at City Hall:  
  
City of Tolleson  
Wastewater Treatment Plant  
Attn: Mr. Mark Berrelez  
9555 W. Van Buren Street  
Tolleson, AZ 85353
23. For bids that are mailed, the bid is considered as having been "received" by the Department only after a representative, designated by the City's authorized representative takes possession of the bid. Note: The date of Post Marking will not be considered. The City is not liable for lost, stolen, late or misdirected mail.
24. For Bids that are hand delivered to Department, the bid is considered as having been "received" by the Department only after a representative, designated by the City's authorized representative takes possession of the bid. The plant is located at the south west corner of 91<sup>st</sup> Avenue and Buckeye Road. About ¼ mile south of Buckeye Road and about ¼ mile west off of 91<sup>st</sup> Avenue.

City of Tolleson  
Wastewater Treatment Plant

Utilities Department, Administration Office  
9501 W. Pima Street  
Tolleson, AZ 85353

25. The Utilities Department/Administrative Office hours are 7:00 am to 3:00 pm Monday – Friday, and closed weekends, Holidays and off hours. Info Line: (623) 936-3381
26. Please note: The Field Operations Department shares the wastewater campus with the Utilities Department, so there two (2) separate administrative offices. The Administrative Office for the Wastewater Department is the building nearest to the flag pole. Hand delivered bids will not be accepted at the Field Operation Administrative Office.
27. It is the responsibility of the Bidder to submit their Bid on time. No Bids will be received after the closing date and time. The bidding is considered to be closed one second after the stated closing time (official U.S. Time). The bidder assumes any and all risks for the chosen method to deliver their Bid.
28. Bids received after the advertised closing date/time, will not be considered.

### **Taxes**

The City of Tolleson is a tax paying entity. All applicable (e.g. Federal, State, Local, Sales, Use, Environmental and other taxes) shall be included in the Bid Amount. The Bidder agrees to comply with all provisions of the Arizona State Sales Tax Law and Compensation Use Tax Law and all amendments to the same. The Bidder further agrees to indemnify and save harmless the City of Tolleson of and from any and all claims and demands made against it by virtue of the failure on the Bidder or any subcontractor to comply with the provision of any or all said laws and amendments. Additionally, the Bidder must itemize (break out the tax) and show these taxes in the Bid and on each invoice submitted to the City for payment.

### **Fuel Surcharges**

Bidders should carefully consider any and all fuel costs to manufacture, transport/deliver their product and for the returning of totes or containers after use. These costs are considered as being an integral part of the bid price of the product(s) for the full term of the contract. The bid instructions do not make allowance for the adding of fuel surcharges during the term of the contract. The successful Bidder will be required to honor their bid price for the term of the contract, without price modification or adding fuel surcharges.

### **Quantities**

Unless otherwise stated in this “2015/16 Specifications and Bid Information – Hydrogen Peroxide” document, the City of Tolleson will, during the contract period, make all purchases for Hydrogen Peroxide, used to control odor, exclusively from the successful Bidder. The Bidder is obligated to supply the quantity which the City of Tolleson may require for its operation. Any quantities stated herein that may be discussed are provided as a general guide only. The actual quantities ordered, if any, may be more or less. The Bidder shall cooperate with the City of Tolleson in supplying any quantity that is needed or requested.

The City understands that placing orders which are less than the full volumetric capacity of a bulk or mini bulk carrier, may, but not necessarily in all cases, have an impact on costs. Non-the-less, the usage rate and storage capacity for a given chemical at the TWWTP may require that the Bidder ship its product at less than the full capacity of its bulk, or mini-bulk carrier. Therefore, the Bidder shall consider potential cost impacts and incorporate such costs into their fixed Bid Price. The City will, as much as practical, be cognizant of this potential cost impact and will endeavor, without any guarantee what-so-ever, to make this consideration when placing orders.

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Normal deliveries of Hydrogen Peroxide should be made within 48 hours from the placement of an order. The quantity ordered per each shipment will be determined by the City at the time the order is placed. In the event that product is required to satisfy an emergency need, the Bidder shall, make every effort to deliver such quantities (whether by bulk, mini-bulk or other container) as may be necessary to satisfy an impending or immediate need.

The City of Tolleson reserves the right to use other methods and chemicals or products for the control of odor during the term of the contract. The City guarantees no minimum quantity will be purchased during the contract period. The City of Tolleson may make purchases of Hydrogen Peroxide from other vendors if Bidder cannot meet Tolleson’s delivery requirements or desired quantities.

The City shall have the right to reject, and not be charged for any quantity of product delivered to the site which is in excess of the quantity ordered. The City shall not be charged for any amount of product that is unable to be unloaded from the tanker due to physical conditions (e.g. the slope of the ground) or mechanical conditions (e.g. remaining contents in the tanker not able to be pumped or otherwise unloaded).

#### Determining/Measuring the Quantity Unloaded

The City and the Bidder shall develop a mutually agreeable method of determining the actual gallons unloaded to the City’s Hydrogen Peroxide storage tank(s). Regardless of

the means used to determine the actual gallons unloaded, a copy of the weight ticket must be provided to the City, at time of delivery, for each order. The percent concentration and the per gallon weight of each delivered load shall be provided to the City. The City has a certified scale and if requested, the Bidder will use this scale before and after each delivery.

The actual quantity of product unloaded to the storage tank(s) at the TWWTP shall be determined by one of the following methods:

(1) by readings obtained from a flow meter on the tanker which the calibration has been certified and displays the readings in gallons. The meter reading shall be recorded by TWWTP personnel before and after unloading and; or

(2) by using the level indicator on the storage tank(s) (measured in feet and converted to gallons) and subtracting the tank level before unloading from the tank level after unloading, converted to gallons. The readings shall be recorded by TWWTP personnel before and after unloading; or

(3) by calculating the number of gallons unloaded to the City's storage tank(s), based on the weight per gallon of product and the net weight of product actually unloaded to the storage tank(s). The tanker truck shall be weighed on the scale at the treatment plant before unloading, then again, after unloading. The following calculation will be made to determine the gallons unloaded: The total weight of the tanker immediately after unloading the product shall be subtracted from the total weight of the tanker immediately prior to unloading. The resultant net weight of the product, representing the amount, in lbs. that was unloaded, will be divided by the per gallon weight of the product to determine the total gallons to be invoiced. The readings of all weight scale measurements shall be recorded by TWWTP personnel and a copy provide to the Bidder's agent; or

(4) by an alternate method as may be agreed to by the Bidder and the City.

The City reserves the right to use any of the methods described above to make an assessment of the quantity delivered or unloaded or to reject any method that may currently be in use. Method three (3), described above shall be a default method.

### **Quality**

Hydrogen Peroxide shall be supplied as an aqueous solution of 27% concentration (+/- 2%), technical grade Hydrogen Peroxide. As an overriding factor, regardless of any specification stated herein, the product shall not contain compounds or elements or minerals in such concentrations as to cause or contribute to an effluent limitation in one of the facilities permits to be exceeded.

The supplier shall initially, and as requested, provide analysis and documentation of all trace metals and compounds that exist in the Hydrogen Peroxide solution. Supplier shall also indicate typical ph of the solution.

Product being delivered to the facility having a concentration of less than 25% or greater than 30% Hydrogen Peroxide shall be considered unacceptable and not in conformance with the terms of the contract. In no case shall product delivered to the site be in excess of 35% concentration Hydrogen Peroxide. Product not meeting the specifications as outlined in this document, if known at the time of delivery, is cause for rejecting the delivery, without any additional cost to the City.

### **Technical Services**

In the event of an issue regarding the performance of the product supplied, the Plant Superintendent may request and the Bidder supply, at no additional cost to the City of Tolleson, provide on-site technical services and/or consultations.

#### **(Technical Support)**

- Manages inventory, schedule deliveries as required
- Provides continuous electronic monitoring of tank level
- Issues an email report to the City of Tolleson notifying them of any potential problems.
- Provide expertise to City employees on other operational issues pertaining to sulfide control
- Provide 24 Hour emergency response
- Provide Safety training to Bidder's personnel and TWWTP staff
- The supplier shall provide a safety manual on the safe handling of 27% Hydrogen Peroxide.

### **Shipping, Receiving and Unloading**

The Bidder or the Bidder's agent (the bulk delivery service or carrier contracted by the Bidder to deliver and unload the product on behalf of the Bidder) shall deliver to the Tolleson WWTP, where the Bidder or the Bidder's agent will unload the actual product to the designated Hydrogen Peroxide storage tank(s).

The Bidder or the Bidder's agent shall follow the delivery schedule as specified in the "Time of delivery" section of this document. Upon arrival at the TWWTP, the transport driver shall first check in at the admin office. The driver shall then wait to be directed by TWWTP operations personnel to the designated Hydrogen Peroxide storage tank(s) where the product is to be unloaded. At this time the meter reading at the tanker truck or level reading at the tank(s), will be taken or the tanker truck weighed on the plant scale, unless an alternate measuring mechanism has been established between the Bidder and the City.

The Bidder's personnel or the Bidder's agent that delivers and unloads the product shall not fill beyond the designated fill point, nor overfill any storage tank(s) owned by the



City while transferring the product from the delivery vessel to the City's storage tank(s). The delivery/unloading personnel shall follow all instructions issued to them by TWWTP personnel. The personnel performing the unloading of the product shall immediately cease the unloading operation if instructed to do so by TWWTP personnel.

By placing a Bid the Bidder agrees to abide by the City of Tolleson safety requirements and will make every effort to prevent overfilling the primary storage vessel when making deliveries. The Bidder's personnel or the Bidder's agent that transports and unloads the product shall be trained, knowledgeable and competent in the safe transportation, delivery and unloading of the product. These personnel shall have had safety training specific on the product being delivered and shall follow all company safety procedures. All equipment necessary to ensure the safe delivery and unloading of the product shall be supplied and used by the personnel unloading the product during each delivery. The Bidder shall ensure that these personnel have been trained in emergency response procedures specific to the product, its delivery and unloading at the TWWTP, and shall implement those procedures in the event of a mishap.

The City of Tolleson reserves the right to refuse or delay delivery or to limit the amount to be unloaded at the time of delivery. The City of Tolleson will not be liable to pay demurrage for any reason. The bidder shall supply Hydrogen Peroxide within a lead time of forty eight (48) hours of when the order is placed. The Bidder shall utilize tank or tanker trucks or other suitable transport vessel approved by the City to deliver the product. Supplying the product in drums or tote bins or other containers is not acceptable unless specifically requested.

The all transport vehicles shall meet all applicable State and Federal requirements and shall arrive in good working condition, equipped with the compatible unloading connections required to ensure the safe transfer of product to the designated chemical storage tank. The delivery trucks will be equipped with its own air compressor to unload and vacuum, if necessary, to clear the unloading hose.

### **Time of Delivery**

The Bidder must assure the ability and commitment to deliver a continuous supply of product to the City of Tolleson Wastewater Treatment Plant. Unless approved in advance, deliveries shall be from 6:00 A.M. to 2:00 P.M., Monday through Friday. Deliveries shall not be made on Saturdays, Sunday or Holidays, unless requested by the City of Tolleson. The Bidder shall, if requested by the City of Tolleson, develop a delivery schedule that shall be followed during the course of this contract, unless revision is made or approved by the City.

If the Operational requirements of the TWWTP dictate, the City of Tolleson may elect to change the bidder's delivery schedule. Should the Bidder be unable to comply with the delivery schedule or fail to keep the City of Tolleson in continuous supply of product (i.e. the TWWTP runs out of product as a result of a lapse in delivery of product, untimely delivery of product) or fail to satisfy an emergency need for product at the TWWTP; then the TWWTP Superintendent reserves the right to obtain the required product from any

source without any breach of contract and without waving or voiding any of the terms and conditions of this contract.

### **Payment and Method of Purchasing**

A blanket P.O. will be issued for the fiscal year at the time the bid is awarded. The total amount stated on the P.O. provided by the City shall be considered as an “Not to Exceed Amount”. Any unspent funds remaining on the P.O. at the end of the fiscal year (the end of the contract term) shall not be misconstrued as an obligation or commitment on the part of the City to place additional orders or to otherwise make purchases up to the total amount stated on the P.O. The City guarantees no minimum quantity will be purchased, regardless of amount specified on the P.O. during the term of the contract.

If the contract is for a three (3) year, annually renewable contract; then upon renewal of the contract at the beginning of the new fiscal year, if renewed, a new purchase order may be issued any time before the first order, but after the close of the previous fiscal year. The contract period, whether it is one (1) year or three (3) year, renewable annually, is specified in the “Contract and Contract Period” section in this document.

Payment will be made for individual shipments after receipt of a invoice from the bidder. The invoice must break out any and all applicable tax from the total price and show as a separate item on the invoice. However, the invoice total must reflect the total delivered price.

The City shall not be charged for any amount of product that cannot be unloaded into the City’s storage tank(s) or is otherwise unable to be unloaded.

### **Cooperation**

The Bidder and the City of Tolleson personnel will cooperate closely in scheduling and resolving any service or product related issues. Should an unacceptable situation develop with respect to goods or service in the opinion of the Plant Superintendent, or there be a decline in the effectiveness of the product supplied; the following steps will be initiated by the city: The plant superintendent or his authorized representative shall notify the Bidder of the problem, giving the Bidder the opportunity to correct the deficiency(s). For issues that do not critically impact the operations or hinder the compliance with a permit or regulation, then the Bidder shall have 10 calendar days to resolve such problem(s) to the satisfaction of the Superintendent.

For issues that may adversely impact plant operations, hinder or lead to the non compliance with a permit or regulation; upon verbal notification the Bidder shall immediately correct any all deficiencies deemed critical by the plant superintendent. If the bidder is unable or unwilling to correct the problem(s) to the satisfaction of the plant superintendent within the allotted time frame (within 24 hours or sooner for critical items or by the end of the 10 day period for all other deficiencies); then the city may obtain the product or service from another vendor until such time as the noted deficiency(s) is

corrected. If the problem remains uncorrected at the end of the 10 day period, then the city controller, may, notify the Bidder in writing that the contract will be terminated

Nothing contained herein shall preclude the City from purchasing a similar or different product, at will, and at any time during the life of the contract, so long as such purchases are not for the identical product, except that an identical product or service may be purchased under the conditions expressed in this document.

Upon written notification of any unsatisfactory condition, the bidder shall have 10 calendar days to resolve such problem(s) to the satisfaction of the City. If a satisfactory solution has not been made by the end of that period, the City Controller may, with the advice from the Department, may notify the bidder in writing that the contract will be considered annulled in an additional 20 calendar days. The City may then solicit new bids at its sole discretion.

### **City's Authorized Representative**

The City's authorized representative is the Utilities Director or in his absence, the Superintendent Wastewater Utilities. Other officials of the City of Tolleson, whether elected or not elected, when necessary, shall also be considered as authorized representatives.

### **Method of Award**

The successful Bidder will be determined on the basis of the lowest responsive and responsible bid and other pertinent considerations. The City of Tolleson reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to award the bid which in the City's sole judgment best serves the interests of the City.

After the bid opening the results will be evaluated by operations staff and make a recommendation to plant management. Plant management will then consider this recommendation, including any pertinent information, and make recommendation to the City Council concerning a vendor to supply Hydrogen Peroxide to the City of Tolleson Wastewater Treatment Plant for the next fiscal year.

### **Notice of Award**

The City Council, upon considering the Department's recommendation for awarding the bid, will approve or deny other act as they deem in the best interest of the City. If the City Council concurs with and approves a recommendation to award the bid, the successful bidder will receive a notification letter from the Wastewater Division of the Utilities Department. The letter will contain a blanket purchase order for fiscal year

2015/16. Orders may be placed immediately by the Department upon issuance of an approved P.O. to the vendor. Please Note: The amount on the purchase order is a not to exceed amount, or maximum amount that may be purchased during the fiscal year from the successful Bidder. The City does not guarantee a minimum amount to be purchased or that any amount or quantity will be purchased during the term of the contract.

### **Interim Purchases**

Nothing in this bid information and specifications document shall preclude the City's right to follow the City's procurement code in making small purchases, from any vendor. Such may occur, but is not limited to purchases made on an emergency basis, or at the end of a fiscal year and before a new contract has been awarded, or at other times that the City is not under contract.



**2015/16**  
**Specifications and Bid Information**  
**For**  
**Polymer**  
  
**For The**  
**Wastewater Treatment Plant**

**Bid Closing Date: June 18, 2015 11:00 A.M. (MST)**

**Note: Questions concerning these Specifications and Bid Information should be directed to the City of Tolleson, Solids Senior Operator:**

**Luis (Beto) Lucero, Senior Operator**

**Telephone – (623)-478-8742**

**Fax – (623)-352-0053**

**Email – [blucero@tollesonaz.org](mailto:blucero@tollesonaz.org)**

## **Scope**

The City of Tolleson Wastewater Treatment Plant (TWWTP) uses polymer to thicken primary and waste secondary sludge, and to dewater anaerobically digested sludge. While there are a variety in types of polymers (e.g. dries, manics, neat), which can be used to accomplish this objective, the City typically uses neat, emulsion polymers. Therefore, the City seeks to obtain competitive bids for the purchase of this product (neat, emulsion polymer).

This document, the “**2015/16 Specifications and Bid Information – Polymer**” is a two (2) part document hereafter, referred to as the “**Bid Packet - Polymer**”. **Part I** of this document bears the heading “**Instructions for Submitting a Bid**”, and provides the specific requirements and instructions necessary to submit a Bid. **Part II** bears the heading, “**Polymer Performance Testing**”, and explains the required performance testing that each product to be offered by the Bidder in its Bid must complete **prior** to the published Bid close date.

Polymer to be purchased through this Bid is intended for use at the City’s municipal wastewater treatment plant for; 1) thickening primary sludge using Rotating Drum Thickeners (RDTs); 2) thickening secondary sludge from the trickling filter solids contact process using a Gravity Belt Thickener (GBT), and; 3) dewatering anaerobically digested sludge using Belt Filter Presses (BFPs).

**Note: Prospective Bidders are encouraged to contact the facility as soon as possible to schedule a Polymer Performance Testing date, but should do so before May 29th, 2015. For a Bid to be eligible for consideration, the polymer(s) to be offered by the prospective Bidder must have undergone Polymer Performance Testing at the TWWTP by not later than June 12, 2015. See Part II of this Bid Packet for details.**

## **PART I – INSTRUCTIONS FOR SUBMITTING A BID**

### **General**

1. Each Bid shall be limited to one (1) product per each dewatering/thickening process at the facility (i.e. as there are three (3) dewatering/thickening processes at the facility, the Bidder may include up to three (3) polymer different products in the Bid, one for each process.)
2. Before submitting a Bid to supply Polymer, prospective Bidders shall carefully examine both Parts I and II of this Bid Packet.
3. For a Bid to be considered responsive, the Bidder shall submit a sealed Bid, per the Invitation to Bid and per the instructions set forth in Parts I and II of this Bid Packet, including Performance Testing and the submission of all information requested in this Bid Packet.

4. By submitting a Bid, the Bidder affirms and agrees to all terms and conditions set forth herein.
5. Should any omission or ambiguity in the specifications and/or instructions be discovered by the Bidder during the examination of the documents, Bidder should immediately bring such omission or ambiguity to the attention of the City's authorized representative or his designatee, but not later than seven (7) days before the Bid opening date. All inquiries will be promptly reviewed and, where necessary, a clarifying written addendum issued.
6. This document, (2015/16 Specifications and Bid Information – Polymer, a.k.a the Bid Packet-Polymer) collectively 18 pages, consists of two (2) parts. Part I, "Instructions For Submitting" a Bid pages 1 - 13, including the cover page; and Part II, "Polymer Performance Testing" pages 13 - 18.
7. For purposes of this Bid, the term "Department" shall mean the "City of Tolleson Utilities Department/Wastewater Division. The term "facility" shall mean the "City of Tolleson Wastewater Treatment Plant". The term "Bidder" and "Vendor" shall be considered synonymous.

### **Contract and Contract Period**

Upon written notification from the City that the Bidder's offer (the Bid) has been approved by the City Council, the successful Bidder shall be considered as having entered into a contract with the City to supply the materials, goods, and/or services offered in the Bid under the terms of this solicitation. The contract documents consist of this document (2015/16 Specifications and Bid Information – Polymer); the Invitation to Bid; all addenda issued prior to the Bid closing date/time of Bid, the Bidder's offer (the Bid), the City's letter notifying the Bidder of acceptance of the Bid, and a Purchase Order, signed by the City's procurement officer.

The contract will be for a period of one (1) year, beginning at the time notification as the successful Bidder is acknowledged by the Bidder and will automatically terminate at the end of the 2015/2016 fiscal year, which is June 30, 2016. During the term of this contract the Bidder agrees and commits to supply the goods, materials and/or service for the full term of the contract at the price Bid, without increase.

If any conflict shall become evident between the provisions or stipulations as stated or as required by this document and the Bidder's Bid documents then, unless expressly and specifically agreed to in writing by the City's authorized representative, the "2015/16 Specifications and Bid Information" document shall prevail.

### **Submitting a Bid**

1. The Bidder shall submit two (2) original, identical signed copies of its Bid.

2. For a Bid to be considered prospective Bidders must have completed a polymer performance trail for each product(s) that will be offered in the Bidder's Bid. Please refer to the "Polymer Performance Testing" document for further details.
3. The Bidder must include in the Bid all information requested in the "Polymer Performance Testing and Evaluation" instructions.
  - A. Weight of each polymer product (in pounds per gallon) Bid.
  - B. Percent activity of each polymer product Bid
  - C. Price per neat pound of each polymer Bid
  - D. MSDS for each polymer Bid
  - E. A statement that return freight on all containers is collect, and paid by vendor
  - F. A statement of standard operating procedures for polymer bin returns including restrictions, if any.
  - G. A statement describing polymer container(s) that would be sent to fulfill all orders, including construction & capacity (in gallons).
  - H. Minimum ordering quantities or other restrictions.
  - I. Expected delivery time from placement of an order.
  - J. Any discrepancy, concern, disagreement, question or protest of the evaluation information or testing procedures (See Item 11 of this section).
4. Bidders shall submit a single Bid, alternate Bids will be rejected.
5. The Bid Price for Polymer shall be F.O.B. the City of Tolleson Wastewater Treatment Plant, 9501 W. Pima Street, Tolleson AZ 85353; and shall reflect the "Total Delivered Price", including all applicable Federal, State, Use or other taxes, fees, surcharges, fuel charges, demurrage charges, transportation (including the returning of empty totes back to the manufacturer after use), labor and equipment costs for the actual product, delivered to the TWWTP.
6. On the first page of the Bid, the Bidder shall clearly show the total offering price (Bid Price) in terms of - **Price per Neat Pound** for each polymer product bid. (This is the total delivered price, as described in item #5, above in this section). Note - Prices bid in terms of "Per Active Pound" will be grounds for rejection.
7. The Bid price shall be valid for the full term of the contract and shall not be subject to increase.
8. In its Bid, the Bidder shall clearly show the breakout for all applicable tax(es), listing the State, County or other entities that taxes will be paid to, the type of tax and the tax rate of each that apply. The Bidder shall include the following statement "Any and all applicable taxes are included in the Total Delivered Price and said taxes will be paid by (Insert Name of Bidder's Company)".
9. Certain technical or consultation services, as may be requested during the life of the contract, which pertain to the use, application, or training on the product, shall be provided by the Bidder. Such consultative services shall be included as part of the Bid price.



10. The City expects conformance to all of the conditions as specified herein and does not anticipate nor expect that any exceptions will be taken. The City may, at its sole discretion, consider any Bid in which the Bidder has taken exception on page 2 of the Bid to be non-responsive when such exception(s) taken serves to alter or change a stipulation or condition specified herein. The City reserves the right, by its sole judgment, to determine whether any such exception being taken conforms to the specifications. And, further, the City reserves the right to determine whether any such exception taken is significant or insignificant and whether to proceed with making a decision that best serves the interests of the City.
11. If the Bidder takes exception to any provision, stipulation, condition or requirement contained in this document (2015/16 Specifications and Bid Information - Polymer), then the exception(s) taken shall be included in the Bid by listing each exception. All exceptions taken shall appear collectively in one section, beginning on page two of the Bid. The Bidder shall provide a written, detailed explanation, describing the basis for each exception taken and, if applicable; state a remedy for the contention. If additional pages are required, they shall immediately follow page two.
12. The absence of any "Exceptions Taken" statement being included in the Bid will be interpreted to mean that no exceptions are taken by the Bidder.
13. Any conflict that is noted between any element contained in a Bid and a provision, stipulation, condition or requirement specified in this document that was not listed as being an exception taken on page two of the Bid shall be considered to be a misnomer on the part of the Bidder. Such misnomers may be regarded by the City as being the Bidder's intent to actually comply and conform to specifications herein. Any stipulations or condition expressed by a Bidder in their Bid, that is not acknowledged by the City's authorized representative, in writing, as being a new condition that is acceptable to the City, will be considered to be null and of no affect and not part of the terms of the contract.
14. The Bid shall include a complete Material Safety Data Sheet (MSDS) for the product(s) being offered. In conformance with the GHS Standards, recently adopted by OSHA, the Bidder shall include in the Bid or immediately upon acquiring said information, but not later than June 12, 2015; Safety Data Sheets, Label information and Hazard Classification for their product(s).
15. The Bid shall include information on the reportable spill quantity for the product, pertinent reporting information, and cleanup procedures, including material and supplies that are needed to have on-site.
16. By placing a Bid, the Bidder agrees to the terms and conditions as stated in the Invitation to Bid, and the 2015/16 Specifications and Bid Information - Polymer, and all addenda (if any) issued prior to the Bid closing date/time).
17. In order for a Bid to be considered it must be received by the Department in a sealed, opaque envelope, prior to the advertised bid closing date and time. The

envelope shall bear on the outside the Bidder's name (name of business) and a return address and shall be clearly labeled "**POLYMER – BID**". The Bid shall either be sent by mail (e.g. U.S. mail, Fed Ex etc.) or hand delivered.

18. Faxed Bids or emailed Bids are not acceptable and will be rejected.
19. Bids that are mailed should be sent to the following address, which is the mail box location for the Utilities Department at City Hall:

City of Tolleson  
Wastewater Treatment Plant  
Attn: Mr. Mark Berrelez  
9555 W. Van Buren Street  
Tolleson, AZ 85353

20. For Bids that are mailed, the Bid is considered as having been "received" by the Department only after a representative, designated by the City's authorized representative takes possession of the bid. Note: The date of Post Marking will not be considered. The City is not liable for lost, stolen, late or misdirected mail.
21. For Bids that are hand delivered to Utilities Department Administration Office, the Bid is considered as having been "received" by the Department only after a City representative, designated by the City's authorized representative takes possession of the Bid. The TWWTP is located at the south west corner of 91<sup>st</sup> Avenue and Buckeye Road, about ¼ mile south of Buckeye Road and about ¼ mile west off of 91<sup>st</sup> Avenue.

City of Tolleson  
Wastewater Treatment Plant  
Utilities Department Administration Office  
9501 W. Pima Street  
Tolleson, AZ 85353

22. The Utilities Department/Administrative Office hours are 7:00 am to 3:00 pm Monday – Friday, and closed weekends, Holidays and off hours. Info Line: (623) 936-3381
23. Please note: The Field Operations Department shares the wastewater campus with the Utilities Department, so there two (2) separate administrative offices. The Administrative Office for the Wastewater Department is the building nearest to the flag pole. Hand delivered bids will not be accepted at the Field Operation Administrative Office.
24. It is the responsibility of the Bidder to submit its Bid on time. No Bids will be received after the closing date and time. The Bidding is considered to be closed one second after the stated closing time (official U.S. Time). The Bidder assumes any and all risks for the chosen method to deliver their Bid.

25. Bids received after the advertised closing date/time, will not be considered.

## **TAXES**

The City of Tolleson is a tax paying entity. All applicable (e.g. Federal, State, Local, Sales, Use, Environmental and other taxes) shall be included in the Bid Amount. The Bidder agrees to comply with all provisions of the Arizona State Sales Tax Law and Compensation Use Tax Law and all amendments to the same. The Bidder further agrees to indemnify and save harmless the City of Tolleson of and from any and all claims and demands made against it by virtue of the failure on the Bidder or any subcontractor to comply with the provision of any or all said laws and amendments. Additionally, the Bidder must itemize (break out the tax) and show these taxes in the Bid and on each invoice submitted to the City for payment.

## **Fuel Surcharges**

Bidders should carefully consider any and all fuel costs to manufacture, transport/deliver their product and for the returning of totes or containers after use. These costs are considered as being an integral part of the Bid price of the product(s) for the full term of the contract. The Bid instructions do not make allowance for the adding of fuel surcharges during the term of the contract. The successful Bidder will be required to honor its Bid price for the term of the contract, without price modification or adding fuel surcharges.

## **Quantities**

Unless otherwise stated in this “2015/16 Specifications and Bid Information” document, the City of Tolleson will, during the contract period, make all purchases for Polymer exclusively from the successful Bidder. The Bidder is obligated to supply the quantity(s) which the City of Tolleson may require for its operation. Any quantities stated herein or as otherwise may be discussed are provided as a general guide only. The actual quantities ordered, if any, may be more or less. The Bidder must state all restrictions, if any, in its Bid, including minimum or maximum quantities per each delivery.

Any restriction that may present a logistical complication to the efficient or effectual operation of the facility, in the City’s sole judgment, may be just cause to reject the Bidder’s Bid.

A decline in effectiveness of the product shall be cause for contract cancellation as provided for herein. The City of Tolleson reserves the right to use other methods and types of chemicals or products for a dewatering/thickening during the course of the contract, which may or may not affect the quantity of Polymer containers purchased. The City guarantees no minimum quantity will be purchased. The City of Tolleson may make purchases from other vendors if Bidder cannot meet Tolleson’s delivery requirements or

desired quantities. The Bidder agrees to supply technical services pertaining to the use of Polymer as ordered by the City of Tolleson during the term of this contract.

### **Quality**

Polymer shall be supplied in tote containers unless agreed to, in writing, by the City Authorized Representative. Product not meeting the specifications as outlined in this document, if known at the time of delivery, is cause for rejecting the delivery, without any additional cost to the City.

### **Technical Services**

In the event of an issue arises regarding the performance of the product supplied, the Plant Superintendent may request and the Bidder shall supply, at no additional cost to the City of Tolleson, on-site technical services and/or consultations. Such technical services shall not exceed 10 full calendar days per fiscal year.

### **Shipping, Receiving and Unloading**

The Bidder shall cooperate with the City of Tolleson in supplying any quantity of product that is needed or requested. The City of Tolleson reserves the right to refuse, delay or limit delivery at the time of delivery. The City of Tolleson will not be responsible to pay demurrage for any reason. The Bidder shall supply Polymer within a lead time of seventy-two (72) hours of when the order is placed. The trucks shall meet all applicable State and Federal requirements. By placing a Bid the Bidder agrees to abide by the City of Tolleson safety requirements and will make every effort to prevent any unsafe situation when making deliveries.

### **Time of Delivery**

The Bidder must assure the ability and commitment to deliver a supply of product to the City of Tolleson Wastewater Treatment Plant (TWWTP) to sustain its dewatering and thickening operations without interruption. Unless approved in advance, deliveries shall be from 6:00 A.M. to 3:00 P.M., Monday through Friday. Deliveries shall not be made on Saturdays, Sunday or Holidays, or during off hours unless requested by the City of Tolleson. The Bidder, if requested by the City of Tolleson, shall develop a delivery schedule to be followed during the course of this contract, unless revision is made or approved by the City.

If the Operational requirements of the TWWTP dictate, the City of Tolleson may elect to change the Bidder's delivery schedule. Should the bidder be unable to comply with his/her delivery schedule or fail to keep the TWWTP in a sufficient supply of product or not be able to supply the TWWTP with an unexpected, or emergency delivery within 24 hours, due to lapse in communication, manufacturing, transportation, or any other cause;

then the TWWTP Superintendent reserves the right, in his discretion to obtain material required from any source without waving or voiding any of the terms and conditions of this contract.

### **Payment and Method of Purchasing**

A blanket P.O. will be issued for the fiscal year at the time the Bid is awarded. The total amount stated on the P.O. provided by the City shall be considered as a “Not to Exceed Amount”. Any unspent funds remaining on the P.O. at the end of the fiscal year (the end of the contract term) shall not be misconstrued as an obligation or commitment on the part of the City to place additional orders or to otherwise make purchases up to the total amount stated on the P.O. The City guarantees no minimum quantity will be purchased, regardless of amount specified on the P.O. during the term of the contract.

Payment will be made for individual shipments after receipt of an invoice from the Bidder. The invoice must break out any and all applicable tax from the total price and show as a separate item on the invoice. However, the invoice total must reflect the total delivered price.

### **Cooperation**

The Bidder and the City of Tolleson personnel will cooperate closely in scheduling and resolving any service or product related issues. Should an unacceptable situation develop with respect to goods or service in the opinion of the Plant Superintendent, or there be a decline in the effectiveness of the product supplied; the following steps will be initiated by the city: The Plant Superintendent or his authorized representative shall notify the Bidder of the problem, giving the Bidder a reasonable period of time to correct the deficiency(s). For issues that do not critically impact the operations of the TWWTP or hinder the compliance with a permit or regulation, then the Bidder shall have up to 10 calendar days to resolve such problem(s) to the satisfaction of the Plant Superintendent, which shall be considered a reasonable period of time.

For issues that critically impact the operations of the TWWTP or hinder the compliance with a permit or regulation, the time period for Bidder to resolve the problem to the Plant Superintendent's satisfaction may, at the City's discretion, be shorter. If the Bidder is unable or unwilling to correct the problem(s) to the satisfaction of the Plant Superintendent within the allotted time frame (within 24 hours or sooner for critical items or by the end of the 10 day period for all other deficiencies); then the City may obtain the product or service from another vendor until such time as the noted deficiency(s) is corrected. If the problem remains uncorrected at the end of the 10 day period, then the City Controller may notify the Bidder in writing that the contract will be terminated.

Nothing contained herein shall preclude the City from purchasing a similar or different product, at will and at any time during the life of the contract, so long as such purchases are not for the identical product, except that an identical product or service may be purchased under the conditions set forth in this document.

Upon written notification of any unsatisfactory condition, the Bidder shall have 10 calendar days to resolve such problem(s) to the satisfaction of the City. If a satisfactory solution has not been made by the end of that period, the City Controller may, with the advice from the Department, notify the Bidder in writing that the contract will be considered cancelled in an additional 20 calendar days. The City may then solicit new bids for the same product at its sole discretion.

### **City's Authorized Representative**

The City's authorized representative is the Utilities Director or in his absence, the Superintendent Wastewater Utilities. The City, at its sole discretion, when and as deemed necessary, may delegate other personnel of the City of Tolleson, whether elected or not elected, as being an authorized representative.

### **Method of Award**

The successful Bidder will be determined on the basis of the lowest responsive and responsible bid and other pertinent considerations. The City of Tolleson reserves the right to reject any or all Bids, to waive any informalities or irregularities in the Bids received, and to award the Bid which in the City's sole judgment best serves the interests of the City.

Only one Vendor (Bidder) will be selected to supply polymer for the dewatering and thickening operations at the City of Tolleson WWTP. This includes all polymers necessary to operate the rotary drum thickeners (RDTs), the gravity belt thickener (GBT), and the belt filter presses BFP's.

After Polymer Performance Trials have been completed, Bids opened and results evaluated; operations staff will then make a recommendation to plant management regarding the vendor having the lowest demonstrated overall cost per pound of polymer per ton of dry solids. Plant management will then consider this recommendation and other pertinent information for making a recommendation to the City Council for a vendor to supply polymer to the City of Tolleson Wastewater Treatment Plant for the next fiscal year.

### **Notice of Award**

The City Council, upon considering the Department's recommendation for awarding the bid, will approve or deny other act as they deem in the best interest of the City. If the City Council concurs with and approves a recommendation to award the Bid, the successful Bidder will receive a notification letter from the Wastewater Division of the Utilities Department. The letter will contain a blanket purchase order for fiscal year 2015/16. Orders may be placed immediately by the Department upon issuance of an approved P.O. to the vendor. Please Note: The amount on the purchase order is a not to

exceed amount, or maximum amount that may be purchased during the fiscal year from the successful Bidder. The City does not guarantee a minimum amount to be purchased or that any amount or quantity will be purchased.

### **Interim Purchases**

Nothing in this Bid information and specifications document shall preclude the City's right to follow the City's procurement code in making small purchases, from any vendor. Such may occur, but is not limited to purchases made on an emergency basis, or at the end of a fiscal year and before a new contract has been awarded, or at other times that the City is not under contract.

### **Compliance with A.R.S. § 38-511**

Any commitment of the City to purchase the product from the successful Bidder voidable and subject to cancellation due to a conflict of interest pursuant to the provisions of A.R.S. § 38-511.

### **Non-appropriation of funds**

Any commitment of the City to purchase the product from the successful Bidder may be cancelled immediately if sufficient funds are not appropriated by the City to pay for the product.

### **E-verify Requirements**

To the extent applicable under A.R.S. § 41-4401, the Bidder, by submitting a Bid, warrants compliance, on behalf of the Bidder and any and all subcontractors, with all federal immigration laws and regulations that related to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). Breach of the above-mentioned warranty shall be deemed a material breach of any contract between the City and the successful Bidder and the City may terminate such a contract. The City retains the legal right to inspect the papers of the Bidder to ensure that the Bidder is complying with the above-mentioned warranty.

### **Assignability**

No right or interest in any contract created by the award of the Bid to the successful Bidder shall be assigned without prior, written permission of the City and no delegation of any duty of the successful Bidder shall be made without prior, written permission of the City. Any attempted assignment or delegation by the successful Bidder in violation of this provision shall be a breach of any contract.

## **PART II – POLYMER PERFORMANCE TESTING**

This part of the Bid Packet is intended only to provide prospective Bidders with the information pertaining to the Polymer Performance Testing required by the Department. This testing must be completed prior to the advertised Bid closing date, and in accordance with the scheduling requirements stated in Section I of this Part II of the Bid Instruction. For instructions on placing a Bid, please refer to Part I of the Bid packet, “2015/16 Specifications and Bid Information – Polymer”.

Prior to the date of actual Polymer Performance Testing, each prospective Bidder will be allowed an opportunity to come to the facility to run jar tests on sludge collected from the various plant processes that feed the dewatering/thickening equipment. To help narrow their selections, vendors will also be given the opportunity to observe their products being run on plant dewatering/thickening equipment.

This “observation run” is not required. Vendors that elect to have an “observation run” will be limited to having only two (2) products run at each dewatering/thickening location (i.e. two at the RDT, two at the GBT and 2 at the BFP). Also, products will be limited to a maximum of 30 minutes at each location for each polymer.

During the “observation run” plant staff will not be collecting samples or performing a drawdown (measuring polymer use); however, the vendor is welcome to work with samples or do drawdowns. However, as the need to run the thickening and dewatering equipment is process dependent, there is no guarantee made or implied that all equipment will be operational on any given day, or as to the quality or quantity of sludge to any given unit, or that conditions would be duplicated during an actual performance test.

Dates for Jar Testing/Observation Runs, and the actual Polymer Performance Testing are on a first come first serve basis. Vendor is responsible to schedule a mutually agreeable time or utilize such time slots as may be available, whether convenient or inconvenient to conform to the deadlines specified for this Bid.

For purposes of conducting the “Observation Runs” and/or “Polymer Performance Testing”, only; Bidders shall furnish at their own expense, a sufficient supply of its product in small containers (e.g. buckets having a nominal size of five gallons).

The Department is not responsible for lost, stolen, misdirected or missing shipments of the vendor’s product which is intended to be delivered to the TWWTP for testing purposes. An MSDS for each product delivered or brought to the TWWTP must accompany that product. Each Vendor is solely responsible for the preservation of product integrity and the security for any and all of its products brought to or delivered to the TWWTP for the purpose of Observation Runs and/or Polymer Performance Testing.

### **I. SCHEDULING FOR A POLYMER PERFORMANCE TESTING DATE**

In order for a Bidder’s Bid to be eligible for consideration, the prospective Bidder **must have scheduled with the Department, and have completed performance testing** of the polymer(s) they will offer in their Bid, prior to the advertised Bid closing date/time, which is June 12, 2015 at 11:00 am Mountain Standard Time. Prospective Bidders are responsible to contact [blucero@tollesonaz.org](mailto:blucero@tollesonaz.org) or call (623) 936-



3381 to arrange a performance trial date, and are encouraged to make such contact as soon as possible. However, prospective Bidders may initiate a request for a Polymer Performance Trail anytime from the point at which they become aware of the City's Invitation to Bid, through May 29th, 2015.

- The Bidder must have scheduled with the Department to arrange for performance testing of the product(s) they propose to offer in the Bid, but shall not be less than 7 days prior (not later than June 5, 2015) to the Bid closing date.
- The Bidder must have completed the Department's Polymer Performance Testing for the product(s) they propose to offer in their Bid, not later than June 12, 2015.
- The Bidder must provide all information requested in Part II, Section II of the Bid Packet – Polymer (this document) at the time polymer performance testing is conducted.
- Only those polymers actually appearing in the Bid and that have completed a performance trial prior to the Bid close date/time will be considered.
- Failure to meet or comply with any specifications or instruction of the Bid Packet – Polymer, Parts I and II, may result in the Bidder's Bid being considered "Not Responsive" or otherwise rejected by the Department.
- Bidders are invited and encouraged to be present during the performance testing of their product(s), but attendance is not required.

## **II. SUPPLEMENTAL / REQUIRED INFORMATION**

Vendors are required to submit the following information at the time of Polymer Performance Testing and in their Bid:

1. Weight of each polymer product (in pounds per gallon).
2. Percent activity of each polymer Bid
3. MSDS for each polymer Bid
4. Any discrepancy, concern, disagreement, questions or protests concerning the Polymer Performance Testing, specific to the procedures in Part II, Sections I - V of this document must be raised prior to the actual performance test being conducted.

At the City's sole discretion, Bids that do not contain all of the information required in this document may be considered as not responsive. By consenting to and scheduling the Polymer Performance Test, the Bidder agrees to all testing conditions, methods and procedures as specified in this document.

## **III. POLYMER TESTING PROCEDURE**

### **Plant Operators Role:**

The Plant Operator will conduct the testing (i.e the Polymer Performance Trial). The Plant Operator will operate & control all solids handling equipment and components thereof during the testing of the Vendor's polymer.

**Vendor's/Bidder's Role:**

The Vendor is welcome to be present and observe the testing of its polymer. The Vendor will be allowed to suggest adjustments of dilution water & polymer settings only. However, prior to making any adjustments based on the requests or suggestions from the Vendor, the Plant Operator will first make a visual observation to ascertain whether such adjustment is conducive to maintaining the unit's customary and characteristic operation.

The Vendor should supply a sufficient amount of polymer to run the Belt Press, Gravity Belt Thickener and the Rotary Drum Thickener. It is recommended that not less than ten (10) gallons of polymer for each process be supplied for the actual Polymer Performance Testing. Vendors are responsible for the removal of leftover polymer.

Based on sludge production data from January 2015 through April 2015, on an intra-plant basis, an overall average of 11.4 dry tons per day were processed through thickening and dewatering equipment within the TWWTP. The Belt Thickener and Rotary Drum Thickeners, combined, produced on average 6.9 tons per day, and the Belt Filter Press produced 4.5 tons per day, on average during that time period.

**Polymer Performance Trail – Special Notes:**

1. The City is not obligated to provide dilution beyond the capability of any unit (Gravity Belt Thickener, Belt Filter Press or Rotating Drum Thickener) or that is otherwise unsustainable or impractical or otherwise undesirable to the City, as judged solely by the Plant Operator at the time the Polymer Performance Trail is conducted.
2. Best operation is one which seeks to achieve the customary, characteristic and sustainable operation of any unit (Gravity Belt Thickener, Belt Filter Press or Rotating Drum Thickener) and is the sole judgment of the Plant Operator at the time the Polymer Performance Trial is conducted. [The terms customary and character refer to unit performance specific to the TWWTP, and the term sustainable refers to the manner in which the City desires to maintain any operation of a unit process].

**1. Belt Thickener Sludge Production (Estimated)**

Sludge Feed	500 gpm (by positive displacement pump)
Average Run Time	5.3 hrs. per day
Percent Solids	.2730 % or 2,730 mg/l
Lbs. Dry Solids	= (MGD) x (8.34) x (mg/l)
3,620 lbs.	(.159) x (8.34) x (2,730)
Tons Dry Solids	= (Lbs. Dry Solids divided by 2,000)
<b>1.8 tons</b>	(3,620 / 2,000)

**2. Belt Filter Press Sludge Production (Estimated)**

Sludge Feed	100 gpm
Average Run Time	5.3 hrs. per day
Percent Solids	3.4 % or 34,000 mg/l
Lbs. Dry Solids	= (MGD) x (8.34) x (mg/l)
9,074 lbs.	(.032) x (8.34) x (34,000)
Tons Dry Solids	= (Lbs. Dry Solids divided by 2,000)
<b>4.5 tons</b>	(9,074 / 2,000)

**3. Rotary Drum Thickener Sludge Production (estimated)**

Sludge Feed	100 gpm
Average Run Time	12 hrs. per day
Percent Solids	1.7 % or 17,000 mg/l
Lbs. Dry Solids	= (MGD) x (8.34) x (mg/l)
10,208 lbs.	(.072) x (8.34) x (17,000)
Tons Dry Solids	= (Lbs. Dry Solids divided by 2,000)
<b>5.1 tons</b>	(10,208 / 2,000)

## **IV. POLYMER TESTING PROCEDURES**

### **A. BELT FILTER PRESS (BFP)**

1. Stabilize belt filter press
  - a. Put Vendor's polymer on line.
  - b. Belt tension will be adjusted by the Plant Operator for best operation of belt press.
  - c. Belt speed will be adjusted by the Plant Operator for best operation of belt press.
  - d. Sludge feed will be adjusted by the Plant Operator to maintain a full load onto the belt press.
  - e. Dilution water & polymer dosage will be adjusted by the Plant Operator to achieve a dilution factor that is satisfactory to the Vendor.
  - f. An acceptable dewatered cake is one that readily releases from the belt, with the cake being discharged in sheets as opposed to the cake sticking to the fabric or discharging in pieces.
  - g. After the adjustments in items B – E are completed and the discharge cake is observed to be in the normal operating range, (or as close thereto as possible) as deemed acceptable to the Plant Operator, the Plant Operator will then proceed with collecting samples from the unit.
  
2. Collect Sample and Perform a Drawdown
  - i. Collect a sample of the Filtrate
  - ii. Collect a sample of the feed sludge
  - iii. Collect a sample of the discharge cake
  - iv. Perform a Timed Polymer Drawdown at the calibration column and record the polymer usage rate in (lbs/hr)
  - v. Record sludge flow using the magnetic flow meter installed on the sludge feed line at the pump +/- .5%

### **B. GRAVITY BELT THICKENER (GBT)**

1. Stabilize gravity belt thickener
  - a. Put Vendor's polymer on line.
  - b. Belt tension will be adjusted by the Plant Operator for best operation of belt press.
  - c. Belt speed will be adjusted by the Plant Operator for best

- operation of belt filter press.
- d. Sludge feed will be adjusted to maintain a full load onto the belt press. (As near to 500 GPM from the WSS pumps as practical)
  - e. Dilution water & polymer dosage will be adjusted by the Plant Operator to achieve a dilution factor that is satisfactory to vendor.
  - f. An acceptable dewatered cake is one that readily releases from the belt, with the cake being discharged in sheets as opposed to the cake sticking to the fabric or discharging in pieces.
  - g. After the adjustments in items B – E are completed and the discharge cake is observed to be in the normal operating range, (or as close thereto as possible) as deemed acceptable to the Plant Operator, the Plant Operator will then proceed with collecting samples from the unit.

2. Collect Sample and Perform Draw Down

- i. Collect a sample of the Filtrate
- ii. Collect a sample of the feed sludge
- iii. Collect a sample of the discharge cake
- iv. Perform a Timed Polymer Drawdown at the calibration column and record the polymer usage rate in (lbs/hr)
- v. Record sludge flow using the magnetic flow meter installed on the sludge feed line at the pump +/- .5%

**C. Rotary Drum Thickener (RDT)**

1. Stabilize Rotary Drum thickener

- a. Put Vendor's polymer on line.
- b. Adjust RDT speed by the Plant Operator for best performance
- c. RDT cycle time will be on the cycle that is currently required under present plant operating conditions.
- d. Sludge feed will be adjusted according to the gpm rating currently required under present plant operating conditions. (As near to 100 GPM as practical)
- e. Dilution water & polymer dosage will be adjusted by the plant operator to achieve a dilution factor that is satisfactory to the vendor.
- f. Polymer demonstrating good performance shall result in cake readily releasing from the drum. After the adjustments in items B – E are complete and the drum discharge cake is observed to be in the normal operating range, proceed with collecting samples.

2. Collect Sample and Perform Draw Down

- i. Collect a sample of the Filtrate
- ii. Collect a sample of the feed sludge
- iii. Collect a sample of the discharge cake
- iv. Perform a Timed Polymer Drawdown at the calibration column and record the polymer usage rate in (lbs/hr)
- v. Record sludge flow using the magnetic flow meter installed on the sludge feed line at the pump +/- .5%

**V. OVERALL COST PER TON OF DRY SOLIDS**

The evaluation will be based on overall polymer cost to treat one ton of dry solids. Since sludge is conditioned with polymer for thickening at the rotary drum thickener and the gravity belt thickener, followed by anaerobic digestion, then conditioned again with polymer and finally dewatered at the belt filter press; it is necessary to proportion the cost with the following formula:

$$\text{Overall Cost Per Ton} = \frac{\{(RDT) \times (5.1)\} + \{(BT) \times (1.8)\} + \{(BP) \times (4.5)\}}{11.4}$$

- RDT- Cost per ton of dry solids at rotary drum thickener
- BT - Cost per ton of dry solids at gravity belt thickener
- BP- Cost per ton of dry solids at Belt filter press

- 5.1 Average tons produced at Rotary Drum Thickener
- 1.8 Average tons produced at Belt Thickener
- 4.5 Average tons produced at Belt filter press
- 11.4 Average total daily tons treated with polymer

This formula incorporates the polymer costs for all sludge dewatering and thickening processes used at the TWWTP. Therefore, this method has been formulated to determine an estimate of the actual, overall polymer costs to process one ton of dry sludge leaving the treatment plant.



# **City of Tolleson**

**2015/2016**

## **Specifications and Bid Information For Sodium Bisulfite 38%**

### **For The Wastewater Treatment Plant**

**Due Date: June 18, 2015 11:00 A.M.  
(Arizona USA - Mountain Time)**

**Note: Questions concerning these Specifications and Bid Information should be directed to the City of Tolleson.**

**Beto Lucero  
Telephone – (623)-478-8742  
Fax – (623)-352-0053  
Email – [blucero@tollesonaz.org](mailto:blucero@tollesonaz.org)**

## **Scope**

The City dechlorinates its final effluent, chemically, at the City of Tolleson Wastewater Treatment Plant. One of the chemicals that may be used to dechlorinate the effluent is Sodium Bisulfite. Therefore, Sodium Bisulfite purchased under the specifications in this document is intended for use as a dechlorinating agent at the City of Tolleson Wastewater Treatment Plant.

The City seeks to obtain competitive Bids for the purchase of this product for use during time periods when the City elects to use this chemical in place of other chemicals, or in conjunction with other chemicals, and/or other methods of dechlorination. The election to use this chemical or not use this chemical for the aforementioned purpose and the quantity that may be used is at the sole discretion of the City of Tolleson. Therefore, the City seeks to obtain competitive Bids to purchase 38% Sodium Bisulfite on an as needed basis and is requiring a fixed price for any quantity ordered during the term of the contract.

## **General**

1. Before submitting a Bid, each Bidder shall examine these instructions and the specifications contained herein and should be familiar with the site and chemical storage facilities.
2. For a Bid to be considered responsive, the Bidder shall submit, a sealed Bid, per the Invitation to Bid and per the instructions set forth in the Specifications and Bid Information document, including all information that has been requested. By submitting a Bid, the Bidder affirms all the terms and conditions set forth herein.
3. Should any omission or ambiguities in the specifications and/or instructions be discovered by the Bidder during the examination of the documents, it should be immediately brought to the attention of the City's authorized representative or his designatee, but not later than seven (7) days before the Bid opening date. All inquiries will be promptly reviewed and where necessary a clarifying written addendum issued.
4. This document (2015/16 Specifications and Bid Information - Sodium Bisulfite 38%) consists of 12 pages, including the cover page.

## **Contract and Contract Period**

Upon receipt of written notification from the City that the Bidder's offer (the Bid) has been approved and selected as the successful Bid (and the Bidder as the successful Bidder), the Bidder and the City shall be considered as having entered into a contract. The contract documents will consist of this document (2015/16 Specifications and Bid Information for Sodium Bisulfite); the Invitation to Bid; all addenda issued by the City prior to the Bid closing date/time of Bid; the Bidder's offer (the Bid); and the notification



letter from the City that the Bidder's Bid has been selected to supply the materials, goods, and/or services offered in the Bid.

If a conflict shall become evident between this document and the Bidder's offer (the Bid); unless expressly and specifically agreed to, in writing, by the City's authorized representative, then the "2015/16 Specifications and Bid Information" document shall prevail.

The contract will be for a period of up to one (1) year, beginning at the time notification as the successful Bidder is acknowledged by the Bidder and will automatically terminate at the end of the 2015/16 fiscal year, June 30, 2016. During the term of this contract the Bidder agrees and commits to supply the goods, materials and/or service for the full term of the contract at the price bid.

### **PLACING A BID**

1. Bidders shall submit a single Bid; alternate Bids will be rejected.
2. The Bidder shall submit two (2) original, identical, signed copies of their Bid.
3. The Bid Price for Sodium Bisulfite shall be F.O.B. to the City of Tolleson Wastewater Treatment Plant, 9501 W. Pima Street, Tolleson AZ 85353; and shall reflect the "Total Delivered Price", including all taxes, fees, surcharges, fuel charges, transportation, labor and equipment costs for the actual product, delivered and unloaded as describe herein.
4. One Bid price in terms of price per gallon shall be submitted by the Bidder. That price shall be valid for any and all quantities ordered during the term of the contract, regardless of type or size of container or delivery method.
5. Bids submitted in terms of price per dry ton will be considered as not responsive bid.
6. Certain technical or consultation services, as may be requested during the life of the contract, which pertain to the use, application, or training on the product shall be provided by the Bidder. Such consultative services shall be included as part of the bid price.
7. On the first page of the Bid, the Bidder shall clearly show the total offering price, in terms of - Price Per Gallon of product. (This is the total delivered price, as described above in this section), and include the following statement "This is the Total Delivered Price".
8. On the first page of the Bid, the Bidder shall also clearly show the breakout for tax(es), listing the State, County or other entities that taxes will be paid to, and the tax rate of each that apply. The Bidder shall also include the following statement

“Any and all applicable taxes are included in the Total Delivered Price and said taxes will be paid by (Insert Company Name)”.

9. The City expects conformance to all of the conditions as specified herein and does not anticipate nor expect that any exceptions will be taken. The City, may, at its sole discretion, consider any Bid in which the Bidder has taken exception on page 2 of the Bid, as that Bid being non-responsive, when such exception taken serves to alter or change a stipulation or condition specified herein. The City reserves the right, by its sole judgment, to determine whether any such exception being taken conforms to the specifications. And, further, reserves the right to determine whether any such exception taken is significant or insignificant and to proceed with making a decision that best serves the interests of the City.
10. The Bidder shall note any exception(s) taken to any provision, stipulation or condition contained in this document (2015/16 Specifications and Bid Information for Sodium Bisulfite). If no exceptions are taken, the Bidder shall state “No Exceptions Taken”. The statement shall be included as part of the Bid and shall appear on page two (2) of the Bid.
11. If an exception is taken, the exception(s) shall be included as part of the Bid and shall appear on page two (2) of the Bid. Any Bidder taking an exception shall note each exception taken, separately. All exceptions taken shall appear collectively in one section, beginning on page two of the Bid. The Bidder shall provide a written, detailed explanation, describing the basis for each exception taken and, if applicable; state a remedy for the contention. If additional pages are required, they shall immediately follow page two.
12. Any conflict that is noted between an element contained in a Bid and a stipulation or condition specified in this document that was not listed as being an exception taken on page two of the Bid, shall be considered to be a misnomer on the part of the Bidder. Such misnomers may be regarded by the City as it being the Bidder’s intent to actually comply and conform to the specifications herein. Any stipulation or condition expressed by a Bidder in their Bid, that is not acknowledged by the City’s authorized representative, in writing, as being a new condition that is acceptable to the City, will be considered to be null and of no affect and not part of the terms of the contract.
13. The Bid shall include a complete MSDS for the product being offered.
14. The Bid shall include as a separate exhibit, the weight of the product at various concentrations and any formulas used by the Bidder in converting that weight to gallons.
15. The Bid shall include information on the reportable spill quantity for the product, pertinent reporting information, and cleanup procedures, including material and supplies that are needed to have on-site.

16. The bid shall include the size (in gallons) of the tankers to be used in making bulk and/or mini-bulk deliveries of product. Include the smallest as well as the largest tanker sizes available for deliveries.
17. The Bidder shall include a statement from their company policy or from the company policy of the Bidder's Agent (the company contracted by the bidder to transport the product to the TWWTP), the minimum amount of product (in gallons) that can be safely transported in each bulk and/or mini-bulk tanker.
18. By placing a Bid, the Bidder agrees to the terms and conditions as stated in the instructions provided to the Bidders (i.e. the Invitation to Bid, the 2015 Specifications and Bid Information for Sodium Bisulfite, and all addenda (if any) issued prior to the Bid closing date/time).
19. In order for a Bid to be considered it must be placed in a sealed, opaque envelope and be received at the location designated herein, before the Bid close date and time. The envelope shall bear on the outside, the Bidder's name (name of business) and a return address and shall be clearly labeled "SODIUM BISULFITE – BID". The Bid shall either be sent by mail (e.g. U.S. mail, Fed Ex etc.) to the mailing address and recipient designated below or hand delivered.
20. A Bid is considered as having been "received", when it has been physically delivered to the Utilities Department and stamped "Received" by the addressee or his representative. The date of Post Marking will not be considered. The City is not liable for lost, stolen or misdirected mail.
21. Faxed Bids or emailed Bids are not acceptable and will be rejected.
22. Bids that are mailed should be addressed and sent to the following address, which is the address for Tolleson - City Hall where the treatment facility receives its mail:

City of Tolleson  
Wastewater Treatment Plant  
Attn: Mr. Mark Berrelez  
9555 W. Van Buren Street  
Tolleson, AZ 85353

23. Bids that are hand delivered can be received at the physical location of the treatment facility at the Administrative office of the Utilities Department/Wastewater Division:

City of Tolleson  
Wastewater Treatment Plant  
9501 W. Pima Street  
Tolleson, AZ 85353

24. This office is closed weekends, Holidays and off hours. Info Line: (623) 936-3381
25. Please note: The Administrative office of the Public Work Department shares the wastewater campus with the Utilities Department and is a separate building.
26. It is the responsibility of the Bidder to submit their Bid on time. No Bids will be received after the closing date and time. The bidding is considered to be closed one second after the stated closing time (official U.S. Time). The bidder assumes any and all risks for the chosen method to deliver their bid.

## **TAXES**

The City of Tolleson is a tax paying entity. All applicable (e.g. Federal, State, Local, Sales, Use, Environmental and other taxes) shall be included in the Bid Amount. The Bidder agrees to comply with all provisions of the Arizona State Sales Tax Law and Compensation Use Tax Law and all amendments to the same. The Bidder further agrees to indemnify and save harmless the City of Tolleson of and from any and all claims and demands made against it by virtue of the failure on the Bidder or any subcontractor to comply with the provision of any or all said laws and amendments. Additionally, the Bidder must itemize (break out the tax) and show these taxes in the Bid and on each invoice submitted to the City for payment.

## **Quantities**

Unless otherwise stated in this “2014/15 Specifications and Bid Information” document, the City of Tolleson will, during the contract period, make all purchases for Sodium Bisulfite, used to dechlorinate the treated plant effluent, exclusively from the successful Bidder. The Bidder is obligated to supply the quantity which the City of Tolleson may require for its operation. Any quantities stated herein that may be discussed are provided as a general guide only. The actual quantities ordered, if any, may be more or less. The Bidder shall cooperate with the City of Tolleson in supplying any quantity that is needed or requested.

The City understands that placing orders which are less than the full volumetric capacity of a bulk carrier, may, but not necessarily in all cases, have an impact on costs. Non-the-less, the usage rate and storage capacity for a given chemical at the TWWTP may require that the Bidder ship its product at less than the full capacity of its bulk, or mini-bulk carrier. Therefore, the Bidder shall consider potential cost impacts and incorporate such costs into their fixed Bid Price. The City will, as much as practical, be cognizant of this potential cost impact and will endeavor, without any guarantee what-so-ever, to make this consideration when placing orders.

The City requests that the Bid Price be a fixed price for any quantity ordered by the City during the term of the contract. Bid offers that contain restrictions (require that a minimum quantity be ordered) or have tiered pricing (price varies with quantity ordered)

may be rejected. Restrictions that may present a logistical complication to the efficient or effectual operation of the facility, in the City's sole judgment, may be cause for the rejection of a Bid.

The City of Tolleson Wastewater Treatment Plant presently has a dedicated dechlorination facility at the TWWTP which consists of one (1) heated, 6,000 gallon chemical storage tank, two chemical feed pumps and pump controls. This system may also include a temporary and alternate, unheated, 4,600 gallon chemical storage tank. In lieu of the 6,000 gallon tank the City may find it logistically expedient or necessary to store Sodium Bisulfite or an alternate dechlorination chemical in the smaller 4,600 gallon tank. These tank sizes may allow for bulk deliveries (full loaded tanker), but the TWWTP plant needs may require delivery in mini-bulk quantities.

Normal deliveries of Sodium Bisulfite should be made within 48 hours from the placement of an order. The quantity ordered per each shipment will be determined by the City at the time the order is placed. In the event that product is required to satisfy an emergency need, the Bidder shall, make every effort to deliver such quantities (whether by bulk, mini-bulk or other container) as may be necessary to satisfy an impending or immediate need.

The City of Tolleson reserves the right to use other methods and chemicals or products to dechlorinate the treated effluent or to switch to an alternate means of disinfection during the term of the contract. The City guarantees no minimum quantity will be purchased during the contract period. The City of Tolleson may make purchases of Sodium Bisulfite from other vendors if Bidder cannot meet Tolleson's delivery requirements or desired quantities.

The City shall have the right to reject, and not be charged for any quantity of product delivered to the site which is in excess of the quantity ordered. The City shall not be charged for any amount of product that is unable to be unloaded from the tanker due to physical conditions (e.g. the slope of the ground) or mechanical conditions (e.g. remaining contents in the tanker not able to be pumped or otherwise unloaded).

#### Determining/Measuring the Quantity Unloaded

The City and the Bidder shall develop a mutually agreeable method of determining the actual gallons unloaded to the City's Sodium Bisulfite storage tank(s). Regardless of the means used to determine the actual gallons unloaded, a copy of the weight ticket must be provided to the City, at time of delivery, for each order. The percent concentration and the per gallon weight of each delivered load shall be provided to the City. The City has a certified scale at the TWWTP and if requested, the Bidder will use this scale before and after each delivery.

The actual quantity of product unloaded to the storage tank(s) at the TWWTP shall be determined by one of the following methods:

(1) by readings obtained from a flow meter on the tanker which the calibration has been certified and displays the readings in gallons. The meter reading shall be recorded by TWWTP personnel before and after unloading and; or

(2) by using the level indicator on the storage tank(s) (measured in feet and converted to gallons) and subtracting the tank level before unloading from the tank level after unloading, converted to gallons. The readings shall be recorded by TWWTP personnel before and after unloading; or

(3) by calculating the number of gallons unloaded to the City's storage tank(s), based on the weight per gallon of product and the net weight of product actually unloaded to the storage tank(s). The tanker truck shall be weighed on the scale at the treatment plant before unloading, then again, after unloading. The following calculation will be made to determine the gallons unloaded: The total weight of the tanker immediately after unloading the product shall be subtracted from the total weight of the tanker immediately prior to unloading. The resultant net weight of the product, representing the amount, in lbs. that was unloaded, will be divided by the per gallon weight of the product to determine the total gallons to be invoiced. The readings of all weight scale measurements shall be recorded by TWWTP personnel and a copy provide to the Bidder's agent; or

(4) by an alternate method as may be agreed to by the Bidder and the City.

The City reserves the right to use any of the methods described above to make an assessment of the quantity delivered or unloaded or to reject any method that may currently be in use. Method three (3), described above shall be a default method.

### **Quality**

Sodium Bisulfite shall be supplied as an aqueous solution having a concentration of 38% (+/- 2%). Regular analysis shall be performed on the product to maintain quality control and assure that the product delivered to the City shall remain within the following ranges: Iron (as Fe) < 5 ppm; Heavy Metals (as Pb) < 5 ppm; Specific Gravity @ 70° F 1.331 – 1.375; ph @ 1% solution @ 70° F not less than 3.0 nor greater than 8.0; NaHSO<sub>3</sub> between 36.0% - 42.0%. As an overriding factor, regardless of any specification stated herein, the product shall not contain compounds or elements or minerals in such concentrations as to cause or contribute to an effluent limitation in one of the facilities permits to be exceeded.

The supplier shall initially, and as requested, provide analysis and documentation of all trace metals and compounds that exist in the Sodium Bisulfite solution. The supplier shall also indicate typical ph of the solution.

Product being delivered to the facility having a concentration of less than 36% or greater than 45% solution, by weight, of Sodium Bisulfite shall be considered unacceptable and not in conformance with the terms of the contract. In no case shall product in excess of 45% solution, by weight, of anhydrous Sodium Bisulfite be delivered to the facility. Product not

meeting the specifications as outlined in this document, if known at the time of delivery, is cause for rejecting the delivery, without any additional cost to the City.

### **Technical Services**

In the event of an issue regarding the performance of the product supplied, the Plant Superintendent may request and the Bidder supply, at no additional cost to the City of Tolleson, on-site technical services and/or consultations. Such technical services shall not exceed 10 calendar days per fiscal year.

### **Shipping, Receiving and Unloading**

The Bidder or the Bidder's agent (the bulk delivery service or carrier contracted by the Bidder to deliver and unload the product on behalf of the Bidder) shall deliver to the Tolleson WWTP, where the Bidder or the Bidder's agent will unload the actual product to the designated Sodium Bisulfite storage tank(s).

The Bidder or the Bidder's agent shall follow the delivery schedule as specified in the "Time of delivery" section of this document. Upon arrival at the TWWTP, the transport driver shall first check in at the admin office. The driver shall then wait to be directed by TWWTP operations personnel to the designate Sodium Bisulfite tank(s) where the product is to be unloaded. At this time the meter reading at the tanker truck or level reading at the tank(s), will be taken or the tanker truck weighed on the plant scale, unless an alternate measuring mechanism has been established between the Bidder and the City.

The Bidder's personnel or the Bidder's agent that delivers and unloads the product shall not fill beyond the designated fill point, nor overfill any storage tank(s) owned by the City while transferring the product from the delivery vessel to the City's storage tank(s). The delivery/unloading personnel shall follow all instructions issued to them by TWWTP personnel. The personnel performing the unloading of the product shall immediately cease the unloading operation if instructed to do so by TWWTP personnel.

By placing a Bid the Bidder agrees to abide by the City of Tolleson safety requirements and will make every effort to prevent overfilling the primary storage vessel when making deliveries. The Bidder's personnel or the Bidder's agent that transports and unloads the product shall be trained, knowledgeable and competent in the safe transportation, delivery and unloading of the product. These personnel shall have had safety training specific on the product being delivered and shall follow all company safety procedures. All equipment necessary to ensure the safe delivery and unloading of the product shall be supplied and used by the personnel unloading the product during each delivery. The Bidder shall ensure that these personnel have been trained in emergency response procedures specific to the product, its delivery and unloading at the TWWTP, and shall implement those procedures in the event of a mishap.

The City of Tolleson reserves the right to refuse or delay delivery or to limit the amount to be unloaded at the time of delivery. The City of Tolleson will not be liable to pay

demurrage for any reason. The Bidder shall supply Sodium Bisulfite within a lead time of forty eight (48) hours of when the order is placed. The Bidder shall utilize tanker trucks to deliver the quantity of product ordered by the City, unless otherwise approved or requested in advance by the City. Multiple, deliveries using mini-tank delivery trucks to fulfill larger orders (orders of 3,000 or more gallons) are not acceptable, except under emergency conditions. Supplying the product in drums or tote bins or other containers is not acceptable unless specifically requested or in the event of an emergency.

Tanker trucks shall meet all applicable State and Federal requirements and shall arrive in good working condition, equipped with unloading hose with a three (3) inch, cam lock connection and all other fittings, tools and materials required to ensure the safe, compatible, connection and transfer to the City of Tolleson's chemical storage tank(s). The delivery trucks will be equipped with its own air compressor to unload and vacuum, if necessary, to clear the unloading hose.

### **Time of Delivery**

The Bidder must assure the ability and commitment to deliver a continuous supply of product to the City of Tolleson Wastewater Treatment Plant. Unless approved in advance, deliveries shall be from 6:00 A.M. to 2:00 P.M., Monday through Friday. Deliveries shall not be made on Saturdays, Sunday or Holidays, unless requested by the City of Tolleson. The Bidder shall, if requested by the City of Tolleson, develop a delivery schedule that shall be followed during the course of this contract, unless revision is made or approved by the City.

If the Operational requirements of the TWWTP dictate, the City of Tolleson may elect to change the bidder's delivery schedule. Should the Bidder be unable to comply with the delivery schedule or fail to keep the City of Tolleson in continuous supply of product (i.e. the TWWTP runs out of product as a result of a lapse in delivery of product, untimely delivery of product) or fail to satisfy an emergency need for product at the TWWTP; then the TWWTP Superintendent reserves the right to obtain the required product from any source without any breach of contract and without waving or voiding any of the terms and conditions of this contract.

### **Payment and Method of Purchasing**

Once the Bid is awarded, a P.O. may be issued at the time of the first order, and with each subsequent order, or there may be a blanket P.O. issued for the fiscal year at the beginning of the contract period. The total amount stated on each P.O. provided by the City shall be considered as a "Not to Exceed Amount". Any dollar amount remaining on the P.O. after fulfilling previous orders, may be used to place new orders unless the P.O. is closed by the City. Any dollar placed on a new P.O. or dollar amount remaining on an existing P.O. shall not be misconstrued to as an obligation on the part of the City to place orders or make purchases up to the total amount stated on the P.O. The City guarantees no minimum quantity will be purchased over the life of the contract.



For three (3) year contracts, upon renewal of the contract at the beginning of the new fiscal year, if renewed, a new purchase order may be issued anytime before the first order, but after the close of the previous fiscal year.

Payment will be made for individual shipments after receipt of a certified invoice from the bidder. The invoice must break out any applicable tax from the total price and show as a separate item on the invoice. However, the invoice total must reflect the total delivered price.

The City shall not be charged for any amount of product that cannot be unloaded into the City's storage tank(s) or is otherwise unable to be unloaded.

### **E-verify requirements**

To the extent applicable under Arizona Revised Statute § 41-4401, the Contractor (Bidder) and its subcontractors (or agents) warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Arizona Revised Statute § 23-214(A). The Contractor or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City of Tolleson. The City of Tolleson retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above mentioned warranty.

The Contractor and its subcontractors warrant keeping the papers and records open for random inspection during normal business hours by the City of Tolleson. The contractor and its subcontractors shall cooperate with the City of Tolleson random inspections including granting the City of Tolleson entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

### **Cooperation**

The Bidder and the City of Tolleson personnel will cooperate closely in scheduling and resolving any service or product related issues. Should an unacceptable situation develop with respect to goods or service in the opinion of the Plant Superintendent, or there be a decline in the effectiveness of the product supplied; the following steps will be initiated by the city: The plant superintendent or his authorized representative shall notify the Bidder of the problem, giving the Bidder the opportunity to correct the deficiency(s). For issues that do not critically impact the operations or hinder the compliance with a permit or regulation, then the Bidder shall have 10 calendar days to resolve such problem(s) to the satisfaction of the Superintendent.

For issues that may adversely impact plant operations, hinder or lead to the non-compliance with a permit or regulation; upon verbal notification the Bidder shall

immediately correct any all deficiencies deemed critical by the plant superintendent. If the Bidder is unable or unwilling to correct the problem(s) to the satisfaction of the plant superintendent within the allotted time frame (within 24 hours or sooner for critical items or by the end of the 10 day period for all other deficiencies); then the city may obtain the product or service from another vendor until such time as the noted deficiency(s) is corrected. If the problem remains uncorrected at the end of the 10 day period, then the city controller, may, notify the Bidder in writing that the contract will be terminated

Nothing contained herein shall preclude the City from purchasing a similar or different product, at will, and at any time during the life of the contract, so long as such purchases are not for the identical product, except that an identical product or service may be purchased under the conditions expressed in this document.

The Plant Superintendent will notify the Bidder and the City Controller in writing, explaining the unsatisfactory condition. The Bidder shall have 10 calendar days to resolve such problem to the satisfaction of the Superintendent. If a satisfactory solution has not been made by the end of that period, the City Controller may, with the advice of the Plant Superintendent , may notify the Bidder in writing that the contract will be considered annulled in an additional 20 calendar days. The City may then solicit new Bids at its sole discretion.

#### **City's Authorized Representative**

The City's authorized representative is the Utilities Director or in his absence, the Superintendent Wastewater Utilities.

#### **Method of Award**

The successful Bidder will be determined on the basis of the lowest responsive and responsible Bid. The City of Tolleson reserves the right to reject any or all Bids, to waive any informalities or irregularities in the Bids received, or in the Bid process, and to accept the Bid which in the City's sole judgment best serves the interests of the City.

#### **Notice of Award**

The Tolleson City Council makes the final determination regarding Bids and considers the recommendation of the department head when awarding the Bids. If the City Council concurs with the recommendation and moves to approve and award the Bid, the successful Bidder will receive a notification letter from the Wastewater Division of the Utilities Department. Orders may be placed by the Utilities Department/Wastewater Division, immediately after the Bidder receives the notification and upon issuing an approved P.O.