



October 4, 2022

Bid: 22-05-13 (A-J)

Subject: Invitation to Bid

Prospective Bidders:

Sealed bids for requirements of **Chemicals** on attached forms will be received in the Purchasing Department of the Birmingham Water Works Board, located at 3600 First Avenue North, Birmingham, Alabama, 35222, until **10:00 a.m., Tuesday, October 18, 2022,** at which time and place they will be publicly opened and read.

The bid opening will be via Teams Zoom Meeting. The link and phone number to join are listed in the email for the Invitation to bid. Please connect 5 minutes before the bid opening, just in case of technical difficulties.

“Specifications and Conditions” and “Bid Form” are attached, and all bids shall be F.O.B. destination, freight prepaid, and at no charge. One copy of the bid should be returned, and the bidder should retain a copy.

The right is reserved to reject any or all bids submitted, waive any informalities and technicalities, and award to the bidder it is deemed will best and most economically serve the “Board’s” interests. The Board reserves the right to award the bid on an individual or total cost of bid basis. The Board reserves the right to exercise its option to extend the contract up to two (2) additional years with the mutual consent of both parties. The Board reserves the right to cancel this bid within thirty (30) days with written notice. The Board reserves the right to enter into a month-to-month contract once the contracts end, at the current prices, until the next bid is awarded the mutual consent of both parties. The Board reserves the right to RE-BID.

Note: Please include a copy of your NSF 60 Certification with your bid.

Bids must be mailed to 3600 First Avenue North, Birmingham, Alabama 35222, directed to the attention of the Purchasing Manager, and marked in the lower left-hand corner of the envelope as follows: “Bids on **Chemicals are due Tuesday, October 18, 2022, @ 10:00 a.m.**”

Yours truly,

Reis Logan

Reis Logan
Interim Purchasing Manager
/ll

SPECIFICATIONS AND CONDITIONS
2023 - LIQUID CHLORINE

Material shall be Commercial Grade, conforming to AWWA specification B301-10 or the latest revision thereof, contain not less than 99% chlorine, and shall not contain, in the opinion of the Alabama State Health Department and the United States Environmental Protection Agency, substances capable of producing deleterious or injurious effect(s) upon the health of those consuming water that has been treated by the "Board" with this material.

Note: Please include a copy of your NSF 60 Certification with your bid.

Note: "BWVB uses chlorine and bleach for disinfection. Any product used to control microorganisms must be registered with FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act), a federal statute that governs the registration, distribution, sale, and use of pesticides in the United States. Therefore, BWVB must use disinfectants that are registered as pesticides under FIFRA.

All chlorine containers delivered to the "Board's" respective destinations shall be of good appearance, in a safe condition, and comply with all applicable regulations for safety and utility.

Tare weight and serial numbers shall be indicated on all cylinders delivered and contain the prescribed quantity of chlorine.

Requirements for the period **January 1, 2023**, through **December 31, 2023**, are estimated as follows but are not to be considered as a commitment to purchase any certain quantity of this product:

593,000 lbs.

300 count -- 2,000 lb. Cylinders

NOTE: Shipments should be delivered by the bidder's vehicle. After two defective shipments of chlorine, the contract will be forfeited.

Shipments will be scheduled for delivery as needed to three (3) different plants, all of which are in Jefferson County within approximately five (5) miles of the city limits of Birmingham.

Deliveries shall be made to:

Carson Filter Plant

6560 State Route 151
Pinson, AL 35126

Putnam Filter Plant

4400 Inglenook Lane
Birmingham, AL 35217

Western Filter Plant

1400 Bankhead Hwy West
Birmingham, AL 35214

We will require a knuckle-boom crane mounted on the Cylinder Trailer for offloading in the area specified by each treatment facility. (Addresses above).

All quoted prices must include the product's cost, any superfund cost, freight and surcharge cost, and any other costs connected with the delivery of full cylinders and return of empty cylinders.

All prices quoted shall be firm for the calendar year **2023**.

A contract purchase order will be issued to the lowest acceptable bidder against which releases for shipment to all three **(3)** plants when and as requirements arise. The contract purchase order, this "Invitation to Bid," and "Specifications and Conditions," and the bidder's quotation shall constitute a contract for our requirements.

The right is reserved to telephone (charges collect) all releases to supplier for all shipments required and to confirm same in writing. The "Board" will provide as much notice as possible when shipment clearances are needed. Still, the supplier must be able to make deliveries within forty-eight (48) hours following notification of dismissal.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Driver information will be submitted to The Birmingham Water Works Security Department for background checks. Contractor drivers shall display their driver's license whenever Birmingham Water Works Board challenges during delivery. Failure to show proper license shall result in rejection of delivery. All deliveries shall be properly sealed after loading, and the number on the seal faxed to the plant for comparison. Broken seals are cause for rejection.

PRODUCT MATERIAL REQUIREMENTS

-- Supplied liquid chlorine under this contract shall be tested and certified as meeting this specification and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals Health Effects.

-- It is the Contractor's responsibility to inform Birmingham Water Works Board that its NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of accreditation shall constitute enough grounds for immediate termination of the contract between Birmingham Water Works Board and the Contractor.

-- Product shall be free from impurities or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with liquid chlorine.

QUALITY ASSURANCE, SAFETY, AND TRAINING

-- **Sampling and Testing:** All Sampling and Testing shall be by EPA and AWWA standards.

-- **Sampling and Testing of Shipment after Unloading:** The Birmingham Water Works Board reserves the right to subject samples of the liquid chlorine to complete analyses to ensure that it meets EPA specifications and this Specification. Three failures during any period of this contract shall constitute automatic termination of the Contractor's supply contract with Birmingham Water Works Board.

-- **Certified Analysis.** The contractor shall supply an affidavit, signed by a corporate designated official, certifying that the liquid chlorine furnished by the Contractor complies with all applicable requirements of this Specification and any AWWA Standards. This can be combined with the certificate of analysis.

-- A certificate of analysis report from the manufacturer shall be submitted for each liquid chlorine delivery to Birmingham Water Works Board.

-- No deliveries will be accepted by Birmingham Water Works Board unless accompanied by said certified laboratory report for the specific batch of liquid chlorine delivered showing the above data and that it conforms to the Specification. A current Material Safety Data Sheet must be provided, and updates provided when available.

OCCUPATIONAL HEALTH AND SAFETY

-- **Contractor Safety Requirements:**

The contractor must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Contractor delivery personnel.

-- Contractor delivery personnel must remain within safe proximity while the transfer is in progress and continuously monitor for leaking valves, fittings, connections, or other problems. The contractor delivery personnel must contain leaks and report all spills.

--The Contractor shall be responsible for off-loading into the storage tanks at the delivery sites and **MUST** provide all necessary hoses, fittings, pumps, etc. required to safely and efficiently "offload" into designated storage tanks. **Both parties shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).**

--The Contractor shall observe the entire filling operation at each delivery site and immediately

report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spills. If Birmingham Water Works Board unloading equipment such as pipe, valves, or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

-- **Safety Data Sheets:** The SDS must be made available. The SDS must be appropriately maintained and updated as necessary.

-- **Safety Handling Training:** The Contractor shall provide an appropriate safety handling training course for liquid chlorine within the first month of the contract to all Birmingham Water Works Board operations personnel involved with this product as necessary. The Contractor shall provide this assistance at no charge to Birmingham Water Works Board

-- **Technical Assistance:** The Contractor shall provide engineering and technical assistance, as needed, regarding the application of its product in the water treatment process. All deliveries must be made by no later than 2:00 p.m. (Birmingham, Alabama, time) on the day scheduled for delivery. Any failure by the supplier to furnish chlorine or to make deliveries by the "Specifications and Conditions" contained in this bid shall be deemed a breach of contract by the supplier and constitute grounds for immediate cancellation, without notice, of the agreement by the "Board."

Inquiries: Any questions that may arise relative to specifications in this bid should be directed to:

Mr. Jonathan Harris, Manager of Water Treatment, at (205) 244-4371 or email Jonathan.harris@bwwb.org. Any questions about the purchasing or HUB forms should be directed to LyTonja Levert, Purchasing Buyer, @ 205-244-4305 or by email at tonja.levert@bwwb.org.

In case of default by the vendor, the Board may procure the articles or services from other sources. It may deduct from any monies due, or that may become due to the vendor, the difference between the price named in the contract or purchase order and the actual cost to the Board. Prices paid by the Board shall be considered the prevailing market price when such a purchase is made.

**If bidding on a product manufactured by another firm, you must submit a letter from the manufacturer of that product giving your company as an agent authorized to bid on that product. The letter may be a blanket letter from the manufacturer renewable at the beginning of the calendar year, giving your company authorization to bid on and sell the products you are quoting. This letter may cover as many items as are represented by our company.

Price increase/decrease terms for 2023 CY chemical specifications

The solicitation is to establish a term contract for a one (1) year period from the effective date of the award. It may, by mutual agreement, be renewed at the same terms and conditions for up to two additional one-year periods. The contract award will be between the awarding bidder (known hereafter as “VENDOR”) and The Water Works Board of the City of Birmingham (known hereafter as “BWVB”). In the event goods/services are scheduled to end due to expiration of the if requested by BWVB. At the mutual written agreement of both parties, we will continue delivery of goods/services as needed beyond the current contract expiration date. VENDOR shall be compensated at the rate in effect when the contract extension amendment is executed by both parties unless otherwise agreed to by BWVB.

VENDOR shall agree that submitted pricing will be held firm for no less than three (3) months within the one (1) year contract term. A price escalation or reduction may be requested by VENDOR or BWVB to the price of all goods/services. BWVB may, in its sole discretion, accept an equitable adjustment in the contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the economy and marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond VENDOR’s control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, (4) the volatility so affects VENDOR that continued performance of the contract would result in a substantial loss, and (5) no price adjustment will be approved to compensate VENDOR for the inefficiency or errors or omissions in judgment or for additional profit.

Requests from VENDOR for price adjustments shall be received in writing (via email or fax) to BWVB’s Purchasing Department a minimum of 45 calendar days before the requested effective date of price adjustment and are subject to BWVB approval (if applicable) and execution of a contract amendment before becoming effective. Failure to reach an agreement for a requested price adjustment may, at the sole option of BWVB, result in the termination of the Agreement for cause.

Compelling and verifiable documentation substantiating the causes of any requested price adjustments shall be provided with the request. BWWB reserves the right to consider various pertinent information sources to evaluate price adjustment requests (e.g., CPI, PPI (including sub-indexes) as published by the US Department of Labor, Bureau of Labor Statistics). BWWB also reserves the right to consider other information related to particular economic and industry circumstances when evaluating a price adjustment request. Price adjustments may be either increases or decreases and may be requested by either party.

If after BWWB approves a requested price increase, market indicators demonstrate that prices have decreased by more than 5% and that VENDOR has not offered to pass the decrease on to BWWB, BWWB reserves the right to place VENDOR in default, cancel the award, and remove VENDOR from BWWB's bidder's list for a period deemed suitable by BWWB.

Notwithstanding the aforementioned, requests for price adjustments will be handled by BWWB on a case-by-case basis. BWWB, in its sole discretion, will determine whether to accept requested price adjustments. BWWB will notify VENDOR in writing of the effective date of any approved price adjustment.

BIDDERS CHECKLIST (MUST BE RETURNED WITH BID)

- Laboratory Analysis of Liquid Chlorine Sample Y/N
- NSF Certification Y/N
- List of References Y/N
- List of Subcontractors or Affiliates Y/N
- Exceptions Taken to the Specification Y/N

Any of which may result in Bidder's disqualification

Name of Bidder

Address of Bidder

Signature and Title of Authorized Representative

Date

DATE: October 4, 2022

BID22-05-13(F)

BID FORM - BID 22-05-13(F)

Reis Logan, Interim Purchasing Manager
The Water Works of the City of Birmingham
3600 First Avenue North
Birmingham, Alabama 35222

Submitted below is our firm bid for Liquid Chlorine in accordance with your "Invitation to Bid" and Specifications and Conditions" due Tuesday, October 18, 2022 @ 10:00 a.m.. Prices quoted are F.O.B.'s destination. The undersigned has read and understands said "Invitation to Bid" and "Specifications and Conditions" and expressly agrees to be bound by the terms hereof.

Bid opening will be VIA TEAMS MEETING. The link will be listed within the email.

Note: "Please include a copy of your NSF 60 Certifications with your bid. Please review the Board "Price increase/decrease terms at the end of the specifications"

Note: "BWVB uses chlorine and bleach for disinfection. Any product used to control microorganisms must be registered with FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act), a federal statute that governs the registration, distribution, sale, and use of pesticides in the United States. Therefore, BWVB must use disinfectants that are registered as pesticides under FIFRA.

PLEASE ATTACH THIS BID FORM TO THE FRONT OF YOUR BID SUBMITTAL

Table with 4 columns: QUANTITY, DESCRIPTION, UNIT PRICE PER POUND DELIVERED, TOTAL PRICE PER POUND DELIVERED. Rows include 300 count- 2,000 lb. Cylinders and 593,000 lbs. Liquid Chlorine (12 months).

Note: All superfund taxes and fuel surcharges should be included in bid price.

Any bids that are mailed must be submitted in a envelope directed to the attention of the Purchasing Manager and marked in the lower left-hand corner as follows:

Quotation on Liquid Chlorine, due 10:00 a.m.Tuesday, October 18, 2022

BY: _____

TITLE: _____

Are you bidding approved item per bid specifications?

Yes () No ()

If NO, please provide the manufacturer of product?

DATE: _____

COMPANY: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

TERMS: _____

TELEPHONE: _____

EMAIL: _____

REQUIRED NOTICE PRIOR TO DAY OF DELIVERY: _____

CITY/STATE PRODUCT MANUFACTURED
