



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 LIME (Calcium Hydroxide) -
30%

This bid intends to provide Liquid Calcium Hydroxide requirements for the Birmingham Water Works Board for the calendar year **2023**. The request will be awarded based on the cost per liquid pound of a **30%** dry solids aqueous suspension of hydrated lime and maintenance costs described in this document.

Liquid Lime Slurry required shall be ANSI/NSF 60 certified for potable water and shall be made from a high-quality air-classified hydrated lime with a bulk density 10.1-10.2 lbs./gal, ph of 10% solution 12.0-12.4, and alkalinity 35 - 40 mg/l., mean particle not to exceed 22 microns and maximum particle size not to exceed 96 microns. The product-specific gravity should be between 1.19 and 1.23 g/ml.

The Liquid Lime Slurry supplied by specifications and conditions set forth herein shall not contain, in the opinion of the Alabama Department of Environmental Management and the United States Environmental Protection Agency, substances capable of producing dangerous or injurious effects upon the health of those consuming water that the Board has treated with this material.

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

The manufacturer shall, when requested to do so, furnish an affidavit stating that the material conforms in all respects with "Specifications" herein contained and shall also furnish when asked, a certified copy of a correctly performed analysis of each shipment or of the lot from which the shipment was made.

Requirements for the product shall be from **January 1, 2023, through December 31, 2023**, and are estimated at **12,800,000** liquid pounds. This estimation should not be considered a commitment to purchase any specific quantity of this product. The liquid lime shall be provided in bulk.

Deliveries shall be made to:

Shades Mountain Filter Plant

**2990 Shades Crest Road
Birmingham, Al. 35216.**

Carson Filter Plant

**6560 State Route 151
Pinson, Al. 35126**

Delivery drivers are responsible for adding specific dilution water amounts, and tankers should only be used for shipping the product.

All quoted prices must be F.O.B. destination and shall include the cost of the product, all freight and surcharge costs, and any other costs connected with furnishing this product. Prices for products shall be firm for the calendar year **2023**.

The Board will provide as much notice as possible when releases for shipment are made. Still, the supplier must maintain readiness to deliver within forty-eight (48) hours following release notification. All deliveries must be made by no later than 2:00 p.m. CST on the day scheduled for delivery.

Each shipment of this material shall be weighed on a truck scale certified by the State Bureau of Weights and Measures, and a certified copy of the weight ticket shall accompany each delivery ticket.

A purchase order number will be issued to the lowest acceptable bidder, against which releases for shipment will be made upon request as requirements dictate. The purchase order number, this "Invitation to Bid" with "Specifications and Conditions," and the bidder's Bid Form shall constitute a contract for the Board's requirements.

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; Timothy Harris at (205) 244-4162 or email at timothy.harris@bwwb.org. Any questions about the bidding process should be directed to LyTonja Levert, Purchasing Buyer, at (205) 244-4305 or by email at tonja.levert@bwwb.org.

Any failure by the supplier to furnish the liquid lime and make deliveries by all "Specifications and Conditions" contained in this bid shall be deemed a breach of contract by the supplier and shall constitute grounds for immediate cancellation, without notice, of the agreement by the Board.

Supplier bid shall include labor for incidental and annual service maintenance on existing BWWB Liquid Lime equipment. The supplier shall warrant the system's function against storage tank sediment and clogged feed lines for the duration of the contract and shall be corrected at the supplier's expense.

The supplier shall be able to respond and send a Certified maintenance technician for any repairs to the feed system within 6 hours of notification.

The supplier shall include a mechanical warranty in the slurry bid for the replacement of mixer gearboxes and electrical parts of the feed pumps (including ware parts**) for the duration of the contract.**

Supplier shall furnish Birmingham Water Works Board with an approved, leak-free connection device between the trailer and its intake receptacle. The Supplier shall be responsible for providing a leak-free female two-inch (2") KemKey blue square safety coupling on all deliveries to connect with the corresponding two-inch (2") blue square male coupling fitting permanently located with the Liquid Lime storage tanks intake receptacle. Deliveries without the required female blue square two-inch (2") KemKey safety coupling will be rejected, and a new delivery with the correct couplings will be required within 24 hours.

--The Contractor shall be responsible for off-loading into the storage tanks at the delivery sites and **MUST provide a 2" Hayward Simplex Filter Part # SB1200STE 1/8' or equivalent inline filter while offloading, to include** 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.

In case of default by the vendor, the Board may procure the product 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.

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

Security Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens 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.

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 a period of 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/or 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 for 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 prior to 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. BWVB 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). BWVB also reserves the right to consider other information related to special economic and/or 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 BWVB 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 BWVB, BWVB reserves the right to place VENDOR in default, cancel the award, and remove VENDOR from BWVB's bidder's list for a period deemed suitable by BWVB.

Notwithstanding the aforementioned, requests for price adjustments will be handled by BWVB on a case-by-case basis. BWVB, in its sole discretion, will determine whether to accept requested price adjustments. BWVB 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 Lime** (Calcium Hydroxide) 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(E)

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

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 Lime (Calcium Hydroxide) 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. destination. The undersigned has read and understands said "Invitation to Bid" and "Specifications and Conditions" and expressly agrees to be bound by the terms thereof.

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"*

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

QUANTITY	DESCRIPTION	UNIT COST PER POUND DELIVERED	TOTAL COST PER POUND DELIVERED
12,800,000 Liquid Pounds	Liquid Lime (Calcium Hydroxide)	\$ _____	\$ _____

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 Lime (Calcium Hydroxide),
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
