



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

BIRMINGHAM WATER WORKS BOARD
2023 - ORTHOPHOSPHORIC ACID
TECHNICAL SPECIFICATION

1. GENERAL REQUIREMENT

1.1 **General:** The intent and purpose of this specification document are for the Contractor to furnish and deliver food-grade ***Liquid Orthophosphoric Acid 36% by weight***. Birmingham Water Works Board (a.k.a. “B.W.W.B”) desires to have one Orthophosphoric Acid supplier and requests firm pricing for “bulk” or tanker deliveries FOB destination to its *Carson Water Treatment Plant*.

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

1.2 **Award:** Award will be made to the lowest responsible and responsive Bidder meeting the Specification, with price, product, quality, reliability, and other factors to be considered.

2. BIDDER QUALIFICATION / SUBMITTALS

2.1 **Definition:** For this Bid, the term “Bidder” shall be defined as the company submitting a bid to Birmingham Water Works Board. Any requested documentation shall apply to all subsidiaries, affiliated companies, and subcontractors.

2.2 **Certification:** Each prospective Bidder shall submit a copy of their last NSF certification for their product from the manufacturing facility supplying their product which would serve the customer.

2.3 **References:** Each prospective Bidder shall submit a list of at least three (3) references, including phone numbers and contact names that use or have used its ortho-phosphoric acid at their water treatment plants in the past three years. The reference list shall list actual users at the water treatment plants, not purchasing agents.

2.4 Emergency Plans: Each prospective bidder shall submit a list with 24-hour access phone numbers of their personnel experienced in orthophosphoric acid operations to provide emergency support services on a 24/7 basis in the event of a spill, equipment failure, or other emergencies. This should be provided before the first product delivery.

3. CONDITIONS

3.1 Term: The initial term of the contract for Orthophosphoric Acid shall be for one year. The effective date of service under this supply agreement shall be approximately

January 1, 2023 - December 31, 2023.

3.2 Pricing: All quoted prices must be F.O.B.'s destination and include the product's cost, all freight and surcharge costs, and any other costs connected with furnishing this product. All prices quoted shall be firm for the calendar year **2023**. The price of the Orthophosphoric Acid shall be fixed for the initial term of this agreement and shall not be subject to any price escalation. The cost of the Orthophosphoric Acid shall be bid based on the preferred 36% concentration and adjusted accordingly to reflect lower concentrations of the Orthophosphoric Acid.

4. DELIVERY REQUIREMENTS

4.1 Contractor shall make “regular deliveries within *one week* after receipt of order. All deliveries of Liquid Orthophosphoric Acid shall be freight prepaid, F.O.B. to:

Carson Filter Plant

6560 State Route 151

Pinson, Alabama 35126

4.3 Delivery time shall be arranged upon placement of order. No deliveries will be accepted after 2:00 p.m. Packaging and shipment of liquid orthophosphoric acid shall conform to all current regulations. Birmingham Water Works Board reserves the right to change quantities and delivery dates at its discretion with a 24- hour notice.

4.6 The Contractor shall be responsible for offloading Liquid Orthophosphoric Acid into the storage tanks at the delivery site and shall provide all necessary hoses, fittings, pumps, etc. required to safely and efficiently “offload” the liquid orthophosphoric acid into designated storage tanks. Birmingham Water Works employees 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).

4.7 The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor’s delivery equipment or from a loss of attendant delivery personnel in the proper performance of their duties. Good performance shall require attendant delivery personnel’s constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur.

Birmingham Water Works Boards reserves the right to refuse deliveries made with poorly maintained equipment and leaking Orthophosphoric Acid.

4.8 The tanks or trailers shall be clean and free of residue that may contaminate the Contractor’s product or impede the unloading process. It is the Contractor’s responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery shall be supplied by the Contractor and shall be clean and free from contaminating material. Birmingham Water Works Board may reject a load if the equipment is not cleaned correctly. The contractor shall furnish Birmingham Water Works Board with an approved, orthophosphoric acid leak-free connection device between the trailer and its intake receptacle.

The Contractor shall be responsible for providing a leak-free female two-inch KemKey teal oval safety coupling on all deliveries to connect with the corresponding two-inch teal oval male coupling fitting permanently located with the Orthophosphoric acid intake receptacle. Deliveries without the required female teal oval two-inch KemKey safety coupling will be rejected, and a new delivery with the correct couplings will be required within 24 hours. The Contractor shall observe the entire filling operation at the delivery site and immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled *Liquid Orthophosphoric Acid*. 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.

4.9 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 in advance 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.

4.10 Liquid orthophosphoric acid consumption is an estimate only, and these amounts shall not bind Birmingham Water Works Board in its contract with the Contractor. In **CY 2023**, Birmingham Water Works Board projects to use approximately **60,000** pounds of Orthophosphoric Acid.

4.11 The Orthophosphoric Acid storage capacity at Carson Filter Plant consists of two 1100-gallon storage tanks. **Deliver 1,500 gallons per delivery.**

5. PRODUCT MATERIAL REQUIREMENTS

5.1 Supplied Orthophosphoric Acid 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.

5.2 The Contractor must 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 certification shall constitute enough grounds for immediate termination of the contract between Birmingham Water Works Board and the Contractor.

5.3 Product shall be a clear colored liquid with no visible cloudiness, 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 the liquid orthophosphoric acid.

Concentration: 36% by weight preferred.

6. QUALITY ASSURANCE, SAFETY, AND TRAINING

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

6.2 Sampling and Testing Before Unloading: At the sole discretion of the Birmingham Water Works Board, the Contractor's delivery personnel (driver) may be asked to provide a sample of liquid orthophosphoric acid before the shipment is unloaded. The sample shall be considered representative of the lot. Birmingham Water Works Board reserves the right to subject samples of the liquid orthophosphoric acid to quick analyses to ensure that it meets the primary conditions of the specification. Any lot tested by Birmingham Water Works Board that fails to comply with the Specification shall constitute grounds for rejection of that lot. No payment shall be made for orthophosphoric acid that is rejected.

6.3 Sampling and Testing of Shipment after Unloading: The Birmingham Water Works Board reserves the right to subject samples of the orthophosphoric acid 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.

6.4 Certified Analysis. The contractor shall supply an affidavit, signed by a corporate designated official, certifying that the liquid orthophosphoric acid 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.

6.5 A certificate of analysis report from the manufacturer shall be submitted for each liquid orthophosphoric acid delivery to Birmingham Water Works Board. The information shall contain the following data:

- Percent by Weight Orthophosphoric Acid (actual)
- Specific Gravity (Referenced to a temperature) (actual)
- pH

6.6 No deliveries will be accepted by Birmingham Water Works Board unless accompanied by said certified laboratory report for the specific batch of liquid ortho-phosphoric acid 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.

7. OCCUPATIONAL HEALTH AND SAFETY

7.1 Contractor Safety Requirements:

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

7.2 Contractor delivery personnel must remain within safe proximity while the transfer is in progress and continuously monitor for leaking hoses, 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).**

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

7.4 Safety Handling Training: The Contractor shall provide Carson Filter Plant with an appropriate safety handling training course for liquid Orthophosphoric acid within the first month of the contract to all current Birmingham Water Works Board Carson Filter Plant operations personnel. The Contractor shall provide this assistance at no charge to Birmingham Water Works Board

7.5 Technical Assistance: The Contractor shall provide engineering and technical assistance, as needed, regarding the application of its product in the water treatment process.

8. OTHER

8.1 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 bidding process should be directed to LyTonja Levert, Purchasing Buyer, at (205) 244-4305 or by email at tonja.levert@bwwb.org.

8.2 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 at the time 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. All the conditions outlined in these specifications will apply to any product manufactured by another firm.**

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). BWWB 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 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.

9. BIDDER'S CHECKLIST (MUST BE TURNED IN WITH BID)

- Laboratory Analysis of Orthophosphoric Acid Sample: Y/N
- NSF Certification/Current MSDS 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(H)

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

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 Orthophosphoric Acid in accordance with your "Invitation to Bid" and Specifications and Conditions" due Tuesday, October 18, 2022, at 10:00 a.m. The 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 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

Table with 4 columns: QUANTITY, DESCRIPTION, NET PRICE PER POUND DELIVERED, TOTAL PRICE PER POUND DELIVERED. Row 1: 60,000 lbs. Orthophosphoric Acid - 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 Orthophosphoric Acid, 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
