October 16, 2019

Bid: 19-05-16 (A-K)

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., Wednesday, October 30, 2019, at which time and place they will be publicly opened and read.

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

The right is reserved to reject any or all bids submitted, to waive any informalities and technicalities, and to 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 mutual consent of both parties. The Board reserves the right of canceling 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 with 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.

Note: “The Board will consider a price increase based on the Consumer Price Index (CPI) and with verifiable invoices from the manufacturer(s). This should also be applied with decrease as well.”

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 Wednesday, October 30, 2019 @ 10:00 a.m.”

Yours truly,

Edward Travis
Purchasing Manager
SPECIFICATIONS AND CONDITIONS

2020- BULK HYDRATED LIME

Lime shall conform in all respects to the criteria for acceptance published in "AWWA Standard for Quicklime and Hydrated Lime" B202-13 or latest revision thereof, American Water Works Association - 6666 West Quincy Avenue, Denver, Colorado 80235.

Note: Please include a copy of your NSF 60 Certification with your bid.
Note: “The Board will consider a price increase based on the Consumer Price Index (CPI) and with verifiable invoices from the manufacturer(s). This should also be applied with decrease as well.”

Mechanical moisture in hydrated lime (i.e. water which is not chemically bonded) shall not exceed 0.8% by weight when determined by the method used in the "Board's" laboratory. This method involves the boiling of a weighed sample of lime in xylene so that the vapors produced are condensed and collected in a calibrated trap where the water and xylene separate.

Estimated requirement for CY 2020 is 4,100,000 lbs. of Bulk Hydrated Lime. Material is to be shipped as needed in full truck load lots to three (3) different plants whose names, locations, product and estimated requirements are as follows:

**Carson Filter Plant**
6560 State Road 151
Pinson, Alabama 35126

**Putnam Station Filter Plant**
4400 Inglenook Lane
Birmingham, Alabama 35217

**Western Filter Plant**
1400 Bankhead Highway
Birmingham, Alabama 35214

Estimated quantities are furnished as a guide only and are to be considered as a firm commitment to purchase any certain quantity of the above products.
All prices quoted must be F.O.B. destination and shall include the cost of the product, all freight and surcharge costs and any other costs whatsoever connected with furnishing this product.

In order to avert the possibility of tie bids, all bids must be submitted and priced to the fourth (4th) decimal point - example $99.5684 per net ton. All prices quoted shall be firm for the calendar year 2020.

A purchase order will be issued to the lowest acceptable bidder against the release for shipments to all Three (3) plants as requirements arise. The purchase order given for that order should be included on the invoice prior to mailing. The contract purchase order number and this "Invitation to Bid" with "Specifications and Conditions" and bidder's quotation to same shall constitute a contract for our requirements. The right is reserved to telephone (charges collect) all release to the supplier for all shipments required and to confirm same in writing.

The "Board" will provide as much notice as possible when releases for shipments are made, but supplier must be able to make deliveries within seventy-two (72) hours following notice of release. All deliveries must be made by no later than 2:00 p.m. CST on the scheduled day for delivery.

The net weight of each shipment shall be determined from tare and gross weights made on scales certified by the State Bureau of Weights and Measures, and a certified copy of the weight ticket shall accompany each delivery ticket.

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's drivers shall display their driver's license whenever challenged by Birmingham Water Works Board during the 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 bulk hydrated lime 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 responsibility of the Contractor 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 certification shall constitute sufficient grounds for immediate termination of the contract between Birmingham Water Works Board and the Contractor.

--- Product shall be free of impurities, and with minimum amounts of 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 bulk hydrated lime.

QUALITY ASSURANCE, SAFETY AND TRAINING

--- **Sampling and Testing:** All Sampling and Testing shall be in accordance with EPA and AWWA standards.

--- **Sampling and Testing Prior to Unloading:** At the sole discretion of Birmingham Water Works Board, the Contractor’s delivery personnel (driver) may be asked to provide a sample of hydrated lime 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 hydrated lime to quick analyses to ensure that it meets basic 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 hydrated lime that is rejected.
--- **Sampling and Testing of Shipment after Unloading:** The Birmingham Water Works Board reserves the right to subject samples of the hydrated lime 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.** Contractor shall supply an affidavit, signed by a corporate designated official, certifying that the hydrated lime furnished by the Contractor, complies with all applicable requirements of this Specification as well as 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 hydrated lime 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 hydrated lime delivered showing the above data and that it conforms to the Specification.

**OCCUPATIONAL HEALTH AND SAFETY**

-- **Contractor Safety Requirements:** 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 a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. **It is the responsibility of Contractor delivery personnel to contain leaks and to 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 shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. 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 properly maintained and updated as necessary.

--- Safety Handling Training: The Contractor shall provide an appropriate safety handling training course for hydrated lime within the first month of the contract, to all current Birmingham Water Works Board operations personnel that are involved in handling bulk hydrated lime 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. Any failure by supplier to furnish lime or to make deliveries in accordance with all the "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 contract by the "Board".

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

Mr. Johnathan Harris, Manager of Water Treatment at (205) 244-4371 or email at Johnathan.harris@bwwb.org. Any questions that may arise about the bidding process should be directed to LyTonja Levert, Purchasing Buyer at (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 and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and the actual cost thereof to the Board. Prices paid by the Board shall be considered the prevailing market price at the time such purchase is made.

**If bidding a product manufactured by another firm, you must submit a letter from the manufacturer of that product giving your company as agent authority to bid that product.** Letter may be a blanket letter from manufacturer renewable at the beginning of the calendar year giving your company authorization to bid on and sell the products that you are quoting. This letter may cover as many items as are represented by your company.
BIDDER'S CHECKLIST *(MUST BE TURNED IN WITH BID)*

- Laboratory Analysis of _______________________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

Name of Bidder

Address of Bidder

Signature and Title of Authorized Representative  Date
Submitted below is our **firm** bid for **Bulk Hydrated Lime** in accordance with your "Invitation to Bid" and Specifications and Conditions due **Wednesday, October 30, 2019**. 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 hereof.

**Note:** The Board reserves the right to cancel this contract with a thirty (30) day written notice. All superfund taxes and fuel surcharges should be included in bid price.

**Note:** "The Board will consider a price increase based on the Consumer Price Index (CPI) and with verifiable invoices from the manufacturer(s). This should also be applied with decreases as well."

<table>
<thead>
<tr>
<th>ESTIMATED QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE PER POUND DELIVERED</th>
<th>TOTAL PRICE PER POUND DELIVERED</th>
</tr>
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<tbody>
<tr>
<td>4,100,000</td>
<td>Bulk Hydrated Lime (full load) 12 months</td>
<td>$_______</td>
<td>$________________</td>
</tr>
</tbody>
</table>

Any bids that are mailed must be submitted in an envelope directed to the attention of the Purchasing Manager and marked in the lower left-hand corner as follows: **Quotation on Bulk Hydrated Lime, due 10:00 a.m., Wednesday, October 30, 2019**

**DATE:**__________________________

**COMPANY:**_________________________

**ADDRESS:**_________________________

**CITY_____STATE_____ZIP_____**

**TERMS:**__________________________

**TELEPHONE:**_______________________

**EMAIL:**__________________________

**REQUIRED NOTICE PRIOR TO DAY OF DELIVERY: __________________**

**CITY/STATE PRODUCT MANUFACTURED**

Are you bidding approved item per bid specifications?

Yes ( ) No ( )

If NO, please provide the manufacturer of product?

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