

INVITATION TO BID: PROCESS CHEMICALS

SOUTH DAVIS SEWER DISTRICT

INTENT OF SOLICITATION

Competitive bids from qualified chemical suppliers to provide process chemicals to the South Davis Sewer District (the “District”) for the term of one (1) year at fixed prices.

Potential suppliers must provide products with high quality and minimum contamination.

BACKGROUND

The District provides wastewater collection and treatment for nearly 100,000 residents in south Davis County. The District serves the cities of Bountiful, Centerville, North Salt Lake, West Bountiful and Woods Cross, as well as some minor unincorporated areas of Davis County. To this end the District operates two wastewater treatment plants located in North Salt Lake and West Bountiful. The District also operates the Wasatch Resource Recovery facility adjacent to the wastewater treatment plant in North Salt Lake.

The District is requesting proposals for the supply of chemicals for use in its treatment process at the three separate facilities below:

Facility	Delivery Address
1. SDSD – North Plant:	1800 W 1200 N West Bountiful, UT 84087
2. SDSD – South Plant:	1380 W Center St., North Salt Lake, UT 84054
3. Wasatch Resource Recovery (“WRR”):	1380 W Center St., North Salt Lake, UT 84054

The District’s North and South Plants are conventional wastewater treatment plants with primary and secondary treatment. Ferric Chloride is used at each as a means of enhanced settling in primary treatment. Sodium hypochlorite and sodium bisulfite are used in the disinfection treatment step for chlorination and de-chlorination respectively.

Wasatch Resource Recovery (WRR) is a separate facility operated by the District that receives and processes food waste and other waste organics for the purpose of generating renewable energy through anaerobic digestion. Magnesium chloride, sodium hydroxide (caustic soda), and sulfuric acid are all used to assist in the nutrient recovery process in conjunction with the dewatering of digested solids. Caustic soda may also be used in the biogas conditioning process at smaller volumes.

Delivery times at all three facilities must occur between the hours of 7:00 AM and 3:30 PM during the regular work week excluding federal holidays.

The enclosed Bid Form in Attachment D shows chemicals used by facility and includes estimated usage for one year of operation. North and South Plant projected usages are based on actual usage from the 2018

calendar year. Usage at these facilities is dependent on the volume of wastewater treated, which varies year-in and year-out.

Estimated chemical usage quantities for the WRR facility are estimates based on projected usage at full-capacity of operation. Since the facility is still in the startup phase, the estimated volumes will likely be higher than actual usage until operation reaches capacity. It will be necessary for the chemical supplier to work closely with operational staff to schedule the delivery of only the necessary quantities of chemical on an as needed basis.

The Bid form contains the estimated usages for North and South Plants, as well as WRR. Units for bids have been chosen to reflect standard practice in billing. Most bids will be for pounds of solution. This would be the net weight of the solution delivered (gross-tare=net). In the case of ferric chloride, the nature of raw material makes it difficult to maintain a consistent percent solution, so that material is bid as weight of the chemical only (without water).

WRITTEN AGREEMENT REQUIRED

The selected supplier will be required to enter into a written agreement with the District (see Attachment A, Sample Agreement). The District reserves the right to make any minor or corrective changes in the form of the Agreement before signature.

Bidders are advised to read thoroughly the sample Agreement. Bidder's signature on any bid submitted in response to this invitation for bid will serve as an acknowledgment that bidder is willing to enter into the Agreement, in the form attached, if awarded the contract. If bidder has any exceptions to the sample Agreement, the procedures stated under EXCEPTIONS, must be timely followed. The District reserves the right to modify the Agreement to address exceptions without notice to other bidders.

Bidders should pay particular attention to insurance requirements specified in the Exhibit B of the sample Agreement. Proposed pricing must include all insurance costs. The selected supplier will be required to provide insurance certificates at the time of notification of conditional contract award.

SUBMISSION OF BIDS

Competitive sealed bids will be accepted at the District until **10:00 a.m. on Thursday, June 6, 2019**, at which time they will be publicly opened and read aloud. Bids received after 10:00 a.m. will be placed in the file unopened and will not be considered. All bids must be submitted on the form shown as Exhibit C and Attachment D of the sample Agreement. The form must be signed by a representative of the company having the legal authority to bind the bidder. The District may require evidence of legal authority as a condition to the District signing the Agreement.

Please submit your bid to the addresses below as follows:

Attn: Matthew Myers, District Engineer

FedEx, UPS, or personally delivered to: 1800 West 1200 North, West Bountiful, UT 84087

U.S.P.S. Address to: P.O. Box 140111, Salt Lake City, UT 84114-0111

CONTENT OF BID

All bids submitted must include at least the following information:

- A. Exhibit C and Attachment D, Schedule of Fees, of the sample Agreement must be filled out and returned. All bids must be in U.S. dollars. Contact information for the responsible person shall be included.
- B. A recent certificate of analysis showing potential supplier's ability to meet the concentration requirements for each chemical.
- C. A brief description of raw material sourcing and the manufacturing process, to assess potential for any contaminant risk to the Districts Processes and offtake products. Bids received that do not contain the above items may be rejected.

EXCEPTIONS AND ADDENDA

If a bidder takes exception to any term, condition, or requirement described in this invitation for bid or the sample Agreement and any of its exhibits and attachments, such exceptions must be clearly identified and included in the response to this invitation for bid. Exceptions or deviations to any of the terms and conditions must not be added to the bid pages but must be submitted in a separate document accompanying the bid response and identified as "Request for Exceptions." However, any exceptions submitted may render the submission as nonresponsive to the requirements listed. The District shall be the sole determiner of the acceptability of any exception. Therefore, we encourage you to contact the District's contact person with any questions or concerns as, rather than submitting Exceptions as part of your bid response. Should the District omit anything from this invitation for bid which a bidder believes is necessary for a clear understanding of the work, or should a bidder believe any solicitation documents are in conflict or require clarification, the bidder shall submit a request for clarification in writing (email is acceptable) to the District Engineer (contact information in the ADDITIONAL INFORMATION section). If in the judgment of the District, a clarification is deemed necessary, an Addendum will be issued with clarifications or instructions on the matter. The District is not responsible for receiving an email. Bidder is responsible for assuring that the request has been received.

DISQUALIFICATION OF BIDDERS

The District reserves the right to reject any and all bids.

ADDITIONAL INFORMATION

The Districts designated contact person for questions and or additional information concerning this bid is:

District Engineer: Matthew Myers, PE

Email: mmyers@sdsd.us

Phone: 801-295-3469

AWARD OF CONTRACT

Bidders are advised that award of a contract from this bid will be made to the lowest responsible and responsive bidder. The District reserves the right to reject any or all bids submitted in response to this

solicitation, to waive any informality or technicality, allow bid correction as described by the District's Procurement Regulations or the Utah Procurement Code, or to accept bids determined to be in the best interest of the District.

Depending on bid results, the District reserves the right to award each separate process chemical to the lowest bidder. As such, there may be several successful bidders based on each chemical bid submitted. The contract (or contracts) awarded will necessarily identify the chemical and the successful bidder on that chemical supply.

ATTACHMENT A

SAMPLE AGREEMENT

AGREEMENT FOR PROCESS CHEMICAL SUPPLY

THIS AGREEMENT is between the South Davis Sewer District (“District”) and (“Supplier”), and shall have an effective date of **Monday, July 1, 2019**.

RECITALS

1. The District owns and operates two wastewater treatment plants and one resource recovery facility that require water treatment chemicals.
2. Supplier desires to provide certain water treatment chemicals to be used by the District.
3. The District desires to purchase such chemicals from Supplier as described in this Agreement.

AGREEMENT

In consideration of the promises and covenants here, the parties agree as follows:

1. Supplier agrees to provide _____ to the District according to the terms and conditions described in this Agreement for a period commencing as of the effective date of this Agreement and continuing until **June 30, 2020**. This is a non-exclusive contract and the District reserves the right to acquire the product, at District’s sole discretion, from other sources during the term of this Agreement. All financial commitments by the District shall be subject to the appropriation of funds by the District’s Board of Trustees, and the limitations on future budget commitments under applicable Utah law.
2. For the products and services provided by Supplier as described here:
 - a. Supplier will be paid \$x.xx per (dry/solution) weight equivalent pound of _____.
 - b. Price will be based on bulk tanker delivery (approximately 48,000 lbs. wet).
 - c. No guarantee of the actual size or number of District purchases is implied or expressed by this Agreement. District requirements shall be determined by actual need as specifically ordered by District in accordance with the chemical specifications and delivery locations referenced Attachment D.
 - d. The prices stated are free on board (FOB) to the District delivery site and include all costs associated with the performance of the services specified, including materials, supervision, labor, transportation, fuel and other surcharges, demurrage, delivery, telemetry, etc. This price is all inclusive and no other charges shall be allowed.

Prices stated are fixed for the entire term of this Agreement.

- e. The District is exempt from sales, use and federal excise taxes on these products and/or services.
 - f. Title shall transfer to the District upon:
 - i. proper unloading in designated District storage areas by Supplier; and
 - ii. inspection and acceptance by District.
3. Supplier shall be responsible for the following general requirements when making deliveries:
- a. Supplier acknowledges that it has inspected the District's treatment facilities and any other delivery points and has the manpower and equipment necessary for the proper and prompt delivery of the product as specified. Supplier assumes full responsibility for damage to District property caused by Supplier's employees, contractors, agents or equipment.
 - b. Supplier shall possess and keep in force all licenses, certifications and permits required to perform services under this Agreement.
 - c. Each shipment is to be accompanied by a certified analysis from the manufacturer or supplier which shall be delivered to District prior to chemical off-load and must include the following for the delivered solution:
 - i. specific gravity,
 - ii. percent chemical by weight,
 - d. Proper connections (e.g., leak-proof or dust-proof as required) will be ensured between the truck and the chemical unloading facilities.
 - e. Supplier shall provide the District, prior to completion of delivery, with a "Public Weigh Master Certificate of Weight and Measure" stating the wet lbs. of chemical off-loaded during delivery. All lbs. off-loaded are wet values unless noted otherwise.
 - f. Supplier shall be responsible for any chemical spills that occur during the unloading of any chemical. Any chemical spill must be cleaned up and properly disposed of by the Supplier in an appropriate manner prior to leaving District facilities. Facilities should be as clean as they were prior to unloading of chemicals.
 - g. Supplier shall make deliveries to locations specified by District within 48 hours from the placement of the order unless another timeframe is mutually agreed upon at the time of order. If Supplier has installed functioning telemetry, deliveries may also be made according to data provided by the telemetry.
 - h. Supplier shall contact District 24 hours in advance of delivery to coordinate the delivery arrival time in order to ensure that unloading will be completed at a time when the operations can be properly observed by the District. Generally, delivery shall take place between the hours of 7:30 a.m. and 3:00 p.m. local time. No deliveries shall be accepted on Saturday, Sunday or District holidays, unless specifically requested by District.
 - i. Supplier shall off-load chemical in a manner reasonably suitable to the District and in accordance with safe practices. Careful consideration shall be given to fill methods. The District shall be consulted prior to and during first off-load to assure that the District is comfortable with off-load procedures and methods. Supplier shall request that District periodically observe off-loads if District staff would not normally be present. Supplier shall also implement its own Quality Assurance and

Quality Control measures in all areas included but not limited to off-loading procedures all of which shall be reported to the District in writing.

4. At the time this Agreement is executed, Supplier shall submit to District the following:
 - a. A certified chemical analysis of the most recent batch of product.
 - b. Certification, by signing of this Agreement, that quality assurance, quality control and safety procedures are in place and will be followed.
5. Supplier's employees, contractors, agents and trucking firms assigned to this Agreement shall be experienced and trained in handling this product.
6. Billing and payment procedures:
 - a. District may withhold payment for loads that do not include the required certifications, analysis sheets, and/or related required information.
 - b. Supplier shall submit a written invoice. Payment for chemicals shall be based on the dry weight equivalent of chemical delivered as calculated using the "Public Weigh Master Certificate of Weight and Measure" and the percent concentration of chemical as stated on the certificate of analysis provided to District by Supplier at delivery. All invoices and delivery tickets for purchases by District of the product covered by this Agreement shall state the unit price and quantity of chemical provided (and any related calculations to show the proper relationship between the unit price and the quantity of chemical provided) according to the terms of this Agreement. The invoice shall show both the chemical name shown in this Agreement and any trade name used by Supplier for such product.
 - c. The District shall make payment to Supplier for all services performed by Supplier pursuant to this Agreement. The District shall pay the amount owed within thirty (30) days after receipt of the invoice.
7. Supplier shall maintain, at no cost to the District, the insurance outlined in Exhibit B, and provide evidence of compliance satisfactory to District.
8. The District may cancel this Agreement for any reason, without any liability therefore, upon giving Supplier thirty (30) days prior written notice. Such notice shall be sent to the last known address of Supplier.
9. Without prejudice to any right or remedy, and without the necessity of giving the thirty (30) day notice provided in paragraph 9 above, the District may terminate this Agreement for cause, in the event Supplier fails to fulfill, in a timely or satisfactory manner, any of the terms and conditions of this Agreement and fails to cure such failure within three (3) days after written notice from the District of such failure.
10. If this Agreement is canceled or terminated as provided herein, the District shall pay Supplier on the basis of actual quantities delivered as described, as reasonably calculated by the District.

11. District is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor (“GRAMA”). All materials submitted by Supplier pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Supplier. Any materials for which Supplier claims a privilege from disclosure shall be submitted marked as “Confidential” and accompanied by a statement from Supplier explaining Supplier's claim of exemption from disclosure. The District will make reasonable efforts to notify Supplier of any requests made for disclosure of documents submitted under a claim of confidentiality. Supplier may, at Supplier’s sole expense, take any appropriate actions to prevent disclosure of such material. Supplier specifically waives any claims against District related to disclosure of any materials required by GRAMA.
12. Supplier shall at all times strictly comply with all federal, state, and local health, safety, labor and environmental laws, regulations and ordinances, and all generally accepted trade or industry standards, applicable to quality, labeling, packaging, warning, training, handling and delivery relating to chemicals provided to the District by Supplier. Upon occurrence or discovery of any matter relating to provided chemicals having potential adverse health, safety or environmental impact, Supplier shall immediately notify District and promptly take, at its Supplier’s sole expense, all necessary actions to comply with all federal, state, and local health, safety, labor or environmental laws, regulations and ordinances, and all generally accepted trade or industry standards, applicable to the quality, labeling, packaging, warning, training, handling and delivery relating to chemicals provided by Supplier.
13. Supplier shall be solely responsible for the safety of Supplier's employees, contractors, agents and others relative to Supplier's work, work procedures, material, equipment, transportation, signage, and related activities and equipment. In no event shall any fault of Supplier or Supplier’s employees, contractors or agents be reapportioned to District, its officers, trustees or employees. Supplier shall indemnify and hold District and its officers, trustees and employees harmless from any such reapportionment of fault.
14. Supplier is not an employee of the District for any purpose whatsoever. Supplier is a skilled, experienced, professional and independent contractor and shall act accordingly.
15. All notices shall be directed to the following addresses:

District: South Davis Sewer District
 Attn: General Manager
 PO Box 140111
 Salt Lake City, UT 84114-0111

Supplier: _____

16. This Agreement shall not be assigned by either party without the prior written consent of the other party.

17. This Agreement embodies the entire Agreement between the parties relating to the subject matter of this Agreement and shall not be altered except by written amendment, signed by both Supplier and District. The District will not be bound by any additional terms or provisions that may be described or printed on Supplier's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Supplier that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of District.

(Signatures appear on the following page.)

The parties are signing this Agreement as of the date(s) indicated below. THE

SOUTH DAVIS SEWER DISTRICT

By: _____
Dal Wayment, General Manager

Date: _____

SUPPLIER

By: _____

Printed name: _____

Title: _____

Date: _____

EXHIBIT "B"

Supplier shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

MINIMUM LIMITS OF INSURANCE

Broad Form Commercial General Liability (ISO 1993 or better): \$2,000,000 per occurrence, personal injury and property damage, \$3,000,000 Aggregate, to include Products -Comp/OP, aggregate of \$3,000,000.

Automobile Liability: \$1,000,000 per occurrence, to include "Any Auto" coverage.

Workers' compensation: statutory limits as required by the Workers Compensation Act of the State of Utah. Employers Liability limits of \$1,000,000 per occurrence.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention must be declared to and approved by the District in writing. No deductibles or self-insured retentions in an amount exceeding 2.5% of the required minimum limits described above will be approved. At the option of the District, the insurer may: either be required to reduce or eliminate such deductibles or self-insured retention as respects the District, its trustees, officers, and employees; or, the Supplier may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions: General Liability

District, its trustees, officers, and employees are to be covered as additional insureds as respects: claims arising out of any activities conducted by employees or agents of the named insured on District lands. The coverage shall contain no special limitations on the scope of protection afforded to District, its trustees, officers, and employees.

The insurance coverage of Supplier and Supplier's agents or contractors shall be a primary insurance as respects to District, its trustees, officers, and employees. Any insurance or self-insurance maintained by District, its trustees, officers, and employees shall be in excess of the insurance described here, and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its trustees, officers, and employees.

ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by the authorized representative of the District.

EXHIBIT "C"

SCHEDULE OF FEES

PROCESS CHEMICALS FOR WATER TREATMENT

1. GENERAL

- A. The price per pound of dry weight equivalent ferric chloride, or solution weight for all other chemicals stated shall include all costs associated with the performance of the services specified, including materials, supervision, labor, transportation, fuel and other surcharges, demurrage, delivery, telemetry, etc. No other charges shall be allowed.
- B. Unit of Measurement: The unit of measurement for all purposes hereunder shall be represented in pounds (lbs.). All quantities referenced will be the dry weight equivalent of ferric chloride in lbs, or the solution weight in lbs for all other chemicals.
- C. The District is exempt from sales, use and federal excise taxes on these products and/or services. Exemption certificates shall be furnished when federal excise tax is exempted.
- D. Prices stated shall be firm for the full year of this Agreement.

2. PRICING SECTION

The unit price for all chemicals bidder proposes shall be as filled in on the Bid Form (Attachment D) on the final page of this section.

Bidder's Signature: _____

Date: _____



***Invitation to Bid South Davis Sewer District Process
Chemicals - 2019***

South Davis Sewer District

May 2019

3. CONTACT INFORMATION

Name: _____

Company: _____

Address: _____

Phone: _____

Email: _____

NOTE: Bids that do not meet minimum quality and other standards as outlined in Exhibits A, B, C may not be considered.



**Invitation to Bid South Davis Sewer District Process
Chemicals - 2019**

South Davis Sewer District

May 2019

ATTACHMENT D: BID FORM

Process Chemicals	Solution %	Est. Annual Use* [^]	Units	Proposed Unit Cost	Total Estimated Annual Cost
North Plant - 1800 W 1200 N West Bountiful, UT 84087					
Sodium Hypochlorite	5.25%	1,600,000	lbs -solution		
Sodium Bisulfite	40%	240,000	lbs -solution		
Ferric Chloride	38-42%	370,000	lbs-dry weight		
South Plant - 1380 W Center St., North Salt Lake City 84054					
Sodium Hypochlorite	5.25%	820,000	lbs -solution		
Sodium Bisulfite	40%	230,000	lbs -solution		
Ferric Chloride	38-42%	100,000	lbs-dry weight		
Wasatch Resource Recovery - 1380 W Center St., North Salt Lake City 84054					
Sulfuric Acid	93%	8,400,000	lbs-solution		
Caustic Soda	50%	2,000,000	lbs-solution		
Magnesium Chloride	30%	275,000	lbs-solution		

*Estimated usage based on existing 2018 usage for North and South Plants, actual usage will vary.

[^]Estimated usage for WRR based on design calculations. These numbers are highly likely to vary, possibly significantly. This usage will also start off slowly and likely build to steady-state estimates above.