

Informal Bid No: AM072916

Bid for: Sodium Hypochlorite

Bid Due (no later than): August 18th, 2016 at 10:30 AM, local time

Buyer: Ashley Matuke, (612) 673-3371
Ashley.Matuke@minneapolismn.gov

User Department: Public Works-Water Treatment

Scope: To provide approximately 50,000 pounds dry sodium hypochlorite (NaOCl) provided as liquid sodium hypochlorite product for the 12-month period October 1, 2016 through September 30, 2017; all in accordance with the provided specifications and bid form.

Online Posting of Informal Bids:

City of Minneapolis Website - <http://www.minneapolismn.gov/finance/procurement/bidopenings>

- All addendums can be found online; please check the above website BEFORE submitting your completed bid response. Vendors are responsible for acknowledging bid addendums.

Informal Bids Can Be Submitted By:

- Fax: (612) 673-2106
- Email: Ashley.Matuke@minneapolismn.gov
- Mail: Finance – Purchasing Office, 330 2nd Ave South, Room 552, Minneapolis, MN 55401

All Questions Must Be Emailed 8 Business Days Before Due Date to the Following:

- Ashley.Matuke@minneapolismn.gov

Automatic Bid/RFP Notification:

Visit the Purchasing website at -

http://www.minneapolismn.gov/business/business_doing_business_with_city to sign up for e-mail updates and to view Formal Bids, Informal Bids and RFPs

Taxes:

Effective January 1, 2014, State of Minnesota requires vendors to obtain an ST-3 exemption certificate to substantiate a full (State & Local) sales tax exemption on sales to Minnesota cities, counties, and townships. This form can be found on the City of Minneapolis website at <http://www.ci.minneapolis.mn.us/finance/procurement>.

TERMS OF PURCHASE

1. **Definitions:** The term "Purchaser" means the City of Minneapolis and the several departments and boards of the City, and the term "Seller" means the person, firm or corporation from whom the merchandise or service has been ordered.
2. **Taxes:** Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments – Cities, Counties and Townships - <http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf>
3. **Contract:** Vendor's copy of Purchase Order and/or contract when properly signed, is the only form which will be recognized by Purchaser as authority for charging merchandise to its account, supersedes all previous communications and negotiations, and constitutes the entire agreement between the parties. No terms stated by Seller in accepting or acknowledging an order shall be binding upon Purchaser unless accepted in writing by Purchaser. Seller may not assign order without Purchaser's prior written consent. No waiver of a breach of any provision of order shall constitute a waiver of any other breach of such provision or of any other provision. Time is of the essence on order.
4. **Quantity:** The quantity of merchandise delivered shall not be greater than the amount specified unless an additional amount is first ordered by Purchaser in writing on its "Purchase Order Change" form. Purchaser may return quantities in excess of amounts specified to Seller at Seller's expense.
5. **Shipment:** A notice of shipment shall be sent to Purchaser at the time of shipment which shall state the number of the order, the kind and amount of merchandise, and the route by which the shipment is being made. All merchandise shall be suitably packed, marked, and shipped in accordance with shipping instructions specified herein and the requirements of common carriers in a manner to secure the lowest transportation cost. Seller shall be liable for any difference in freight charges arising from its failure to (a) follow the shipping instructions specified herein or (b) properly describe the shipment. Purchasers and Seller mutually agree to assist each other in obtaining documents and other information necessary for the prosecution of claims against carriers.
6. **Invoices:** Invoice must show the name of the division to which the merchandise was delivered or shipped. If any sales, use, duty, excise or other similar tax or charge, for which Purchaser has not furnished or agreed to furnish an exemption certificate, is applicable to order, it must be stated separately on the invoice.
7. **Responsibility:** Seller shall be responsible for any and all loss or damage to the merchandise until delivered to Purchaser at the F.O.B. point specified on the face of order; or, if no such F.O.B. point is specified, until delivered to a common carrier or to Purchaser's plant, whichever may first occur.
8. **Inspection:** All merchandise is subject to Purchaser's inspection within a reasonable time after arrival at the ultimate destination. If upon inspection any merchandise is found to be unsatisfactory, defective, or of inferior quality or workman-ship, or fails to meet the specifications or any other requirements of order, Purchaser may return such merchandise to Seller at Seller's expense. Payment for merchandise prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective merchandise. Upon the return of any unsatisfactory or defective merchandise, Seller shall reimburse Purchase for (a) any amounts paid by Purchaser on account of the purchase price of such returned merchandise and (b) any costs incurred by Purchaser in connection with the delivery or return of such merchandise.
9. **Warranty:** Seller warrants that the merchandise will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by Seller to Purchaser, or any warranty provided by law.
10. **Title:** Seller warrants that the merchandise is free and clear of all liens and encumbrance and that Seller has a good and marketable title to same.
11. **Compliance:** Contractor agrees that during the life of this contract it will not discriminate against any employee or applicant for employment or do any other act which is prohibited by, or fail to comply with the provisions of all applicable federal, state and local laws and regulations pertaining to discrimination which shall be considered a part of this agreement as if more fully set forth herein. Contractor agrees that it will include a provision similar to the above paragraph in all subcontracts entered into for the performance hereof. Contractor hereby agrees that this contract may be cancelled or terminated by the City, and all money due or to become due hereunder may be forfeited for violation of the above statutes and ordinances or this paragraph.
12. **Termination for Default:** In the event of a breach of any of the terms of order including Seller's warranties, Purchaser may, at its option and without prejudice to any of its other rights, cancel any undelivered merchandise.
13. **Patents, Trademarks, and Copyrights:** Seller warrants that the sale or use of this merchandise will not infringe or contribute to the infringement of any patents, copyrights or trademarks in either the United States or foreign countries. Seller shall indemnify Purchaser against any loss or damage (including attorney's fees and other costs of defending an action) arising from the breach of this warranty.
14. **Contract Security:** If required by specifications a bond must be filed in the full amount of contract for the use of the City of Minneapolis, and of all persons during work or furnishing or engaging skill, tools, machinery, materials, insurance premiums, equipment or supplies, under or for the purpose of this contract pursuant to Section 574.26 Minnesota Statutes annotated, for the strict and faithful performance of contract by the contractor or his employees or agent. The form, content and execution of said bond to be approved by the City Attorney. The bond shall be approved by the proper City officers, signing and counter signing the contract.
15. **Insurance:** Evidence of insurance must be filed with the Purchasing Agent showing compliance with all insurance requirements which have been set forth in specifications. Where there are not specifications, or they do not set forth insurance requirements, evidence of the following insurance shall be furnished by all contractors when the purchase order includes any labor or services. Workmen's Compensation Insurance as required by law.

Contractor's Public Liability Insurance	\$250,000.00 each person	
Including automobile (bodily injury liability)	\$500,000.00 each occurrence	
Contractor's Public Liability Insurance	\$100,000.00 each occurrence	
(Property damage liability)	\$300,000.00 aggregate	
Automobile Liability: Bodily Injury	\$100,000.00 per person	\$300,000.00 per occurrence
Property Damage	\$100,000.00 per occurrence	\$300,000.00 aggregate

Instructions to Bidders

IF the Call for Bids, indicates a bid deposit is required, the bid deposit should be in the form of a certified check, cashier's check or bidder's corporate surety bond. If certified check or cashier's check is used, it shall be made payable to the Party named in the Call for Bids. Said bid deposit shall be retained by the City of Minneapolis or Board as liquidated damages and not a penalty, in the event the bid is selected by the City of Minneapolis or Board and the bidder fails to execute a contract, therefore, and upon request of the City of Minneapolis or Board, a performance bond and payment bond, as may be required by the City of Minneapolis subsequent to award of contract.

By submitting a bid, bidder agrees that said liquidated damages shall cover only the damages sustained by the City of Minneapolis or Board, from additional administrative costs, expenses or re-advertising and re-bidding and other damages sustained by the City of Minneapolis or Board as a result of failure of successful bidder to execute a written contract, and a performance bond and payment bond when so required, but shall not cover nor preclude the City of Minneapolis or Board from claiming damages on account of delay, price change, loss of other contracts, loss of income, inability of City of Minneapolis or Board to fulfill other contracts, loss of other benefits of this contract, or damages, direct or consequential arising out of breach of contract by the successful bidder.

Whenever separately numbered categories as to materials, equipment or services are set forth in the specifications and in the bid form, unless specifications or bid form is qualified by the statement "ALL OR NONE", bidder may submit a bid upon each, or all, or any selected number of categories, and in such case separate category shall be considered as a separate bid letting procedure, and the City of Minneapolis shall have the right to make separate awards to the lowest and best bidder in any particular category, or to the overall lowest and best bidder where it is found to be in the best interest of the City.

Bidder is responsible to ensure they are in receipt of all addenda. Contact the buyer if questions.

Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments – Cities, Counties and Townships -
<http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf>

If a lump sum bid for materials and/or equipment includes labor and all incidentals, the bidder is responsible for all applicable sales tax on taxable items required in the performance of the bid and should be included in the total amount bid.

Specification Information

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer brand and/or catalog description in specifying any item does not restrict bidders to that manufacturer, brand or catalog description identification. This is used simply to indicate the character, quality, and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or equivalence that it will serve the purpose for which it is to be used equally well as that specified, and be acceptable to the using department.

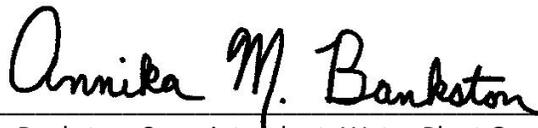
In submitting a bid on a commodity other than specified, bidder shall furnish complete data and identification with respect to the commodity he proposes to furnish. Consideration will be given to bids submitted on commodities to the extent that such action is deemed to serve the best interest of the department or boards of the City of Minneapolis.

If a Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described.

SPECIFICATIONS FOR
LIQUID SODIUM HYPOCHLORITE

DIVISION OF WATER TREATMENT & DISTRIBUTION SERVICES
PUBLIC WORKS DEPARTMENT
CITY OF MINNEAPOLIS
(612) 661-4975

I HEREBY CERTIFY THAT THIS SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF
MINNESOTA.



Annika Bankston, Superintendent, Water Plant Operations

DATE August 1, 2016

REG. NO. 40919
Registration Renewal Date: 7-1-18

SPECIFICATIONS FOR LIQUID SODIUM HYPOCHLORITE

Minneapolis Division of Water Treatment & Distribution Services
Minneapolis, Minnesota

1. GENERAL

Bids are asked for approximately 50,000 dry pounds SODIUM HYPOCHLORITE (NaOCl) provided as liquid product with a NaOCl concentration of 12.0 to 15.0%_{w/w} for use in water treatment for the City of Minneapolis over a 12 (twelve) month period. The material to be supplied, the handling, packing, shipping and testing thereof, except where otherwise herein specified, shall all conform to the latest revision of AWWA Standard B300.

The actual amount supplied will be contingent upon plant needs and conditions. The bidder's attention is directed to Item 3 for further information regarding delivery.

2. SECURITY PROVISIONS

The Minneapolis Water treatment complex is a secure facility with controlled access. The following delivery practices are required for security reasons. Failure to follow these practices could result in police being summoned to City facilities or forfeiture of vendor's contract to supply the City with chemicals.

Before any deliveries are made, the successful bidder will be required to furnish to the City a list of driver names delivering chemicals to City facilities. The list will include driver CDL numbers along with a picture of the drivers.

All chemical shipments will leave the chemical vendor's facility with security seals on the valves and openings into the product storage vessel. The seals will only be broken or removed in the presence of City staff at City facilities before unloading. If seals are broken or tampered with before delivery, or without City staff present, the chemical shipment will be refused. A signed weight certificate must be furnished on delivery.

Before a delivery to City facilities is accepted, staff must be in receipt of a fax or email from the vendor containing the following information. If a fax or email has not been received, or the delivery driver is different from the faxed information, the shipment will not be received until verification or authenticity can be established by City staff.

Vendors will fax or email the following information before truck arrives on site:

- Driver name and CDL number and license photo
- Passenger(s) name, if any
- Seal numbers
- Tractor #
- Trailer #
- Bill of lading #

All drivers and passengers must stop at the facility's staging area for pre-screening prior to unloading. The pre-screening involves City staff verifying driver and load against faxed information received.

- No weapons allowed on site unless they are secured (locked up) in the vehicle.
- Pets must remain in the vehicle or be on a leash at all times.

Delivery vehicles are subject to search by City staff or City's security personnel.

3. DELIVERY

Vendor will provide a telephone number for order placement.

Shipments shall be on order of the Water Treatment Plant Supervisor for the City. At the time of order, the City Supervisor shall provide the Vendor with a City of Minneapolis Purchase Order (PO) number for each delivery. This PO number must be on the invoice subsequently submitted.

Delivery hours are Monday – Friday, 7:30 a.m. to 2:00 p.m.

Delivery is to be made by tank truck of approximately 4,000 (four thousand) gallon capacity. Material shall be delivered as called for F.O.B. to the following location:

Minneapolis Water Division
Columbia Heights Membrane Plant
4500 Reservoir Boulevard
Minneapolis, MN 55421

Fax: 612-661-4803

Each full load and empty truck must be weighed on a certified truck scale by a licensed weigher. A certified scale ticket shall accompany each load of product delivered.

Documentation of each load's weight percent assay of sodium hypochlorite (% NaOCl w/w) and specific gravity shall accompany each load delivered.

Upon request of City personnel:

- Driver must collect a sample of the chemical being delivered in the presence of City's plant personnel and provide that sample for testing.
- Driver will allow City personnel 15 minutes to examine sample and perform test before unloading.
- Driver shall remain at fill station throughout the unloading process and monitor the unloading process.
- Driver shall wear the appropriate protective face and body apparel, as required by the Occupational Safety and Health Act, when unloading the product.
- Driver will ensure that the pipe and valve system at the plant used for off-loading is clear after delivery.

- The supplier shall be responsible for cleanup of any spills, resulting from the delivery or occurring during unloading of the product. Note that chemical spillages are collected in an interceptor tank located below grade to provide environmental protection. This tank has to be empty before chemical deliveries can be accepted, per Minneapolis Water procedures.

4. BIDS

All bids will be expressed in U.S. dollars per **dry pounds** of SODIUM HYPOCHLORITE (NaOCl) delivered. See Part 7 for payment determination.

The bidder shall include the following with their bid:

- a. State the manufacturer and location of the material they propose to furnish.
- b. A product data sheet describing: product density and weight percent of NaOCl and concentrations of trace components / contaminants.
- c. Certificate of Compliance with NSF Standard 60 - Drinking Water Treatment Chemicals - Health Effects
- d. Globally Harmonized System Safety Data Sheet

5. PRODUCT QUALITY

The material supplied shall conform to the requirements of ANSI/AWWA Standard B300 (latest edition). The material supplied shall be certified for treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects. The material will be used as an oxidant/ disinfectant and as a membrane cleaning agent at a maximum use concentration of up to 500 mg/L.

6. LABORATORY TESTING

The product will be analyzed in accordance with the provisions of the latest edition of the AWWA Standard, or other U.S. E.P.A. approved methodologies.

The tests will be performed by the Minneapolis Water Laboratory or its appointed representative.

The tests will be performed on the material as delivered and not subject to any pretreatment that would precipitate or remove any delivered impurities.

If the delivered chemical fails to meet the test standards, then the City shall have the option of having the Vendor remove the inadequate chemical from the storage tank and replace with chemical that meets the specification.

7. PAYMENT

Payment will be on the basis of dry pounds NaOCl (sodium hypochlorite) delivered. For

each delivery and associated invoice the following shall be documented:

- Net pounds product delivered (gross minus tare weight from weigh ticket)
- Assay weight percent sodium hypochlorite (% NaOCl w/w) for delivered load.

Dry pounds NaOCl Delivered = Net pounds × Assay Weight Percent (%)

Payment = Bid price (\$/dry pound NaOCl) × Dry pounds NaOCl Delivered

8. RIGHTS RESERVED

The City of Minneapolis reserves the right to accept or reject a part or all of any or all bids as the interest of the City may require.

08/2016

Bid: AM072916
Bids Opened 10:30 AM, Local Time
Thursday, August 18th, 2016

BID FORM

My/Our bid for providing approximately 50,000 pounds dry Sodium Hypochlorite (NaOCl) provided as liquid sodium hypochlorite product for the 12-month period October 1, 2016 through September 30, 2017; all in accordance with your specifications, is as follows:

Approximately 50,000 pounds dry NaOCl = \$ _____ per pound dry NaOCl delivered.
Delivered liquid product shall be 12.0 – 15.0%_w NaOCl.

Chemical Trade Name: _____

Manufacturer Name, City, and State: _____

Delivery by tank truck of approximately four thousand 4,000 gallon capacity (see specifications).

Bid will be awarded to the low responsive, responsible bidder meeting all specifications.

NOTE: All Bid Submittal Requirements in Section 4 of the Specification need to be complied with on bid submittal for each product bid.

Bidder agrees quantities may be increased up to 100% at bid prices for first year: Yes _____ No _____ Other _____
If "Other" checked, indicate the allowable increased quantity (%): _____

Prices remain firm for order period.

Bidder offers to extend prices and terms for _____ additional years after October 1, 2017 at the sole option of the City of Minneapolis.

F.O.B.: Columbia Heights Membrane Plant, 4500 Reservoir Boulevard NE, Minneapolis MN 55421

Delivery window: _____ days from placement of order.

Acknowledge Addenda No. _____

Bidder must supply Federal Tax ID No. or Social Security No. _____
If Social Security Number is provided, this individuals name must be included as Bidder.

Bidder affirms that this bid(s) has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other bidder of materials, supplies, equipment and/or services described in the Invitation to Bid, designed to limit independent bidding or competition.

BIDDER _____
CIRCLE ONE: Corporation - Partnership - Individual

SIGNED BY _____
(Signature) (Name Printed)

ADDRESS _____

CITY _____ STATE _____ ZIP +4 ZIP CODE _____

BUSINESS PHONE (_____) _____ FAX NUMBER _____

E-MAIL ADDRESS _____

TELEPHONE NUMBER FOR ORDER PLACEMENT: _____