

Cut along border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED BID – DO NOT OPEN	
SEALED BID NO:	09-188
BID TITLE:	Procurement of Sodium Hypochlorite
DUE DATE/TIME:	THURSDAY, NOVEMBER 19, 2009 2:00 P.M.
SUBMITTED BY:	_____
	Name of Company

DELIVER TO: PURCHASING DEPARTMENT
CITY OF LAKE WALES
201 W CENTRAL AVE.
LAKE WALES, FL 33853

Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Website, www.cityoflakewales.com, from which you obtained this bid. Before submitting your bid/proposal you should check our Website to download any addenda that may have been issued. Please remember to sign and return addendum acknowledgement form with completed bid package if applicable

INVITATION TO BID

October 26, 2009

09-188

NOTICE IS HEREBY GIVEN that the City of Lake Wales is accepting sealed bids for:

PROCUREMENT OF SODIUM HYPOCHLORITE

Until 2:00 P.M. EST on Thursday, November 19, 2009, in the office of the City Manager, Municipal Administration Building, 201 Central Ave. W., Lake Wales, Florida. Bids will be opened and read aloud at **2:30 P.M. EST on November 19, 2009** in the City Commission Chambers, Municipal Administration Building, 201 Central Ave. W., Lake Wales, Florida

All persons and firms wishing to submit bids **must** obtain a complete copy of the Invitation to Bid document. Access our website, www.cityoflakewales.com, go to City Departments, Purchasing, Notice of Bids, RFP's, etc. and submit a City of Lake Wales Vendor Application a W-9 and a current Public Entity Crimes Statement with their response. Access our website, www.cityoflakewales.com, go to City Departments, Purchasing Forms and Documents or contact Bonnie Hodge, Purchasing Agent, (863) 678-4182, extension 264 to obtain these items.

Plans and specifications may be obtained from the **City of Lake Wales Purchasing Department, 201 W. Central Avenue, Lake Wales, Florida 33853**. The phone number is 863-678-4182, extension 264 and the fax number is 863-678-4180. The email address is hodgeb@cityoflakewales.com.

An original and **two (2) copies** of all bids, including all executed documents and needed attachments, shall be placed in a sealed envelope, marked "09-188 SEALED BIDS PROCUREMENT OF SODIUM HYPOCHLORITE and delivered by 2:00 P.M., EST on **Thursday, November 19, 2009**.

Intent

Under this schedule, the Contractor shall furnish liquid sodium hypochlorite (12.5 Trade Percent Available Chlorine) FOB destination in accordance with the American Water Works Association's (AWWA's) Standard B-300-99 for hypochlorite, except as modified or supplemented herein, to the **City of Lake Wales'** (3) Water Treatment (WT) and (1) Wastewater Treatment (WWT) plants.

Staff will be available to answer any questions and will conduct site visits to the facilities upon request.

Responses may be hand delivered, mailed, or delivered via courier service to the following address.

Faxed or e-mailed responses will not be accepted.

DELIVERY ADDRESS

City of Lake Wales
City Manager's Office
Attn: Bonnie Hodge, Purchasing Agent
201 Central Ave. W
Lake Wales, Florida 33853-4013

MAILING ADDRESS

City of Lake Wales
City Manager's Office
Attn: Bonnie Hodge, Purchasing Agent
P. O. Box 1320
Lake Wales, Florida 33859-1320

General Information and Requirements

1. In accordance with Chapter 119, Florida Statutes, all bids received, and all materials contained therein, once opened are **public record**, and subject to disclosure to any person, organization, or firm, including other firms responding to this invitation to bid.
2. In accordance with section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or proposal on a contract to provide any goods or services to a public entity and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017-for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
3. The City reserves the right to accept or reject any or all bids, or part thereof, to waive any informalities or technicalities, or to award contracts in the best interest of the City. In all instances, the City's decision shall be final.
4. The City of Lake Wales is exempt from taxes imposed by the State and Federal Government. Bids shall not include any taxes or fees.
5. Prospective firms must submit proposals strictly in accordance with the specifications outlined in the Invitation to Bid. Each variance, if any, to the specifications shall be specifically stated in the bid.
6. Prospective firms warrant by virtue of submission of bids that all prices, terms, and conditions stated shall be honored for a period of ninety (90) days after the opening of bids. **Any** changes at the time an order is placed shall result in automatic disqualification of the vendor.
7. Prospective Bidders must bid on the Bid Submittal Forms provided by the City. The original bid shall be signed, in blue ink, by a corporate officer, partner, or proprietor.
8. The City reserves the right to reject any or all items if in its judgment the item does not meet the needs of the City, or for any reason it deems suitable.
9. Prospective firms are hereby warned not to contact any City employee or official on matters relating to this Invitation to Bid, except as indicated herein. Any attempt to do so, or engaging in lobbying or any other activity interfering with the evaluation process may result in immediate disqualification of the vendor from **any** City business.
10. Per City ordinance, agreements and contracts with a term in excess of one year shall include the following language: "The performance of the City of Lake Wales and its obligation to pay under this contract is contingent upon annual appropriation by the City Commission of Lake Wales." Vendors are warned that this requirement is written into the Code of Ordinances of the City, a public document, and is binding upon all vendors whether or not referenced in any agreement.
11. Prospective firms hereby warrant by virtue of submission of bids that any and all terms, conditions, and requirements as stated in this document are valid, enforceable, and binding upon

the selected vendor.

Specific Information and Requirements

1. Answers to questions submitted about this Invitation to Bid or the Project will be provided to all known prospective bidders.
2. The selected firm may not discriminate against any employee employed in the performance of services, or against any applicant for employment because of race, religion, color, handicap, national origin, age, gender, or marital status.
3. Bids shall include all information required in the Invitation to Bid. Bidders shall use City standard forms as included in the Invitation to Bid to submit all information, or shall follow the format dictated or include the information required herein where no form is provided. Bid documents shall be arranged in order as indicated on the Bid Contents Form.

Evaluation of Bids

This sealed bid shall be evaluated on the basis of price and prior history of service and capability from all bidders deemed qualified to perform the work, in accordance with City Ordinance. The City shall evaluate and analyze all, and select the bid that, in the City's sole and final judgment, represents the best fiscal and overall solution for the City. The City reserves the right to seek clarification from prospective firms on any issue in a bid, or take any other action it feels necessary to properly evaluate the bids and construct a solution in the City's best interest.

Business References

In order to have your bid considered, please supply three (3) business references consisting of current and previous customers with whom you have performed similar work with your reply. Please include name, address, telephone number and contact person.

Performance of Work

The work required under this bid shall be performed by the entity submitting the bid.

Scope of Work, Specifications and Other Requirements

1. Award of bids will be based on an individual low or overall low bid meeting specifications, whichever would be in the best interest of the City. The City reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the City.
2. The period of performance for this bid is from date of award through September 30, 2010. It may be extended for two (2) one (1) year periods at the same terms and conditions, with the mutual agreement of all parties.
3. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the City's website at www.cityoflakewales.com, Purchasing & Bids, Notice of Bids. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.

4. For further bid information, contact Bonnie Hodge, Purchasing Agent via email: bhodge@cityoflakewales.com or fax (863) 678-4074..

Bidder Qualification/Submittals

For purposes of this Bid, the term “Bidder” shall be defined as the company submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. In the event that a company is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

The awarded Bidder shall submit a 1500 ml “chilled” sample of their product representative of their manufacturing process from Bidder’s manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Bidder’s product is in compliance with this Specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by Bidder. The results of the analysis shall be submitted with the Bidder’s proposal. Failure to submit a sample or meet the requirements of the Specification shall result in Bidder being disqualified from bidding on this product.

Further, Purchaser reserves the right to take samples from Bidder’s other customers to ensure that the Bidder’s sample and delivery equipment is in compliance with all the requirements of this Specification and such a sample shall be judged representative of the Bidder’s quality. The Bidder shall provide a customer contact and phone number in the same county as the Purchaser whereby the Purchaser may obtain sample of Bidder’s product to check it for compliance with the Specification. It is the Purchaser’s intention to deal directly with this customer. Purchaser may choose to obtain a sample from any of Bidder’s customers, however, to ensure compliance with the Specification. In such event, Purchaser shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of this Specification shall result in Bidder being disqualified from bidding on this Product.

Each prospective Bidder shall submit a list of at least three (3) references to include phone numbers that use or have used its sodium hypochlorite at both water and wastewater treatment plants (at least five of each type) in the past two years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents. Additionally, each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies over the past five years. The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicle accidents involving death or injury and National Response Center Notifications (“safety incidents”) for all chemicals it delivers or manufacturers for the past five (5) years. Failure to disclose references, terminations, or safety incidents will result in Bidder being disqualified from bidding on this product.

As part of its Emergency Preparedness Planning and Spill Response Plan, each prospective Bidder shall submit a list with 24-hour access phone numbers of at least two degreed engineers (preferably Chemical Engineers) listing their degree, college or university and year of graduation, experienced in sodium hypochlorite operations to provide emergency support services on a 24/7 basis in

the event of a spill, equipment failure or other emergency. Failure to submit this list including all the requirements of the list or to adhere to these requirements will result in Bidder being disqualified from bidding on this product.

As part of assessing the Bidder's reliability and safety record, the prospective Bidder shall include all regulatory actions including but not limited to, copies of any fines, correspondence and consent orders relating to the operation of ALL of its manufacturing and distribution facilities. Additionally, the Bidder shall submit a copy of its OSHA Form 300A/300 logs for the past three years (if the Bidder utilizes a third party driving company or affiliated company, then they shall submit the OSHA 300 logs for that company as well). The Purchaser may require a site visit to the Bidder's manufacturing and distribution facilities to assess their safety and reliability as part of the Bid Evaluation process.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, sample results and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

Commercial Conditions (Pricing, Term and Payments)

The price of the sodium hypochlorite shall be fixed for the term of this Purchase Order and shall not be subject to any price escalation or fuel surcharges during the term of the Purchase Order. Suggested term is from one to three (3) years. All payments shall be NET 30 days.

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of sodium hypochlorite in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

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 of sodium hypochlorite shall be supplied by the Contractor

and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. 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 the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's 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.

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. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery Locations

Delivery shall be made to:

- A. **Water Treatment Plant #1**-138 Sessoms Ave, Lake Wales, Florida 33853; **Water Treatment Plant #3**-1050 N 5th Street, Lake Wales, Florida 33853; **Water Treatment Plant #2**-1039 Grove Av, Lake Wales, Florida 33853
- B. **Sam P Robinson Waste Water Treatment Plant**, 840 Henry Street, Lake Wales, Florida 33853

Sampling and Testing

Sampling and testing shall be in accordance with EPA and AWWA B300-99 standards and in accordance with the documents titled: "*The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach*" and "*Suspended Solids Quality Test for Bleach Using Vacuum Filtration*", distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>. The approved laboratories are listed below. Should Bidder request to use another laboratory, that laboratory must be certified by the National Environmental Laboratory Accreditation Conference (NELAC) and must be able to meet the following Minimum Detection Limits (MDL): (1) Metals .02 mg/L; (2) Bromate .1 mg/L; (3) Chlorate 20 mg/L; and (4) Chlorine/Excess Caustic 0.1%. Bidder shall provide proof of current NELAC certification and laboratory analysis shall specify the MDL if a non-approved laboratory is used.

Approved Testing Agency

NovaChem Laboratories (formerly Novatek)
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

Special Note: Concentration testing for iron and transition metal ions for nickel and copper in sodium hypochlorite is a difficult test and requires high levels of knowledge and experience for accurate and repetitive test results.

Sampling and Testing Prior To Unloading

The Contractor's delivery trailer shall have a sample port to provide a sample for analysis prior to hooking up and unloading the trailer. The Contractor's delivery personnel (driver) shall be provide a sample of hypochlorite before the shipment is hooked up and unloaded in the presence of the Purchaser. The Purchaser will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the Purchaser. The sample shall be considered representative of the lot.

The Purchaser reserves the right to subject samples of the hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by the Purchaser that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 45 minutes for this testing to be completed. If testing can not be completed within the 45-minute period, the Purchaser shall allow the Contractor to unload the shipment. In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, Purchaser has the right to procure a shipment from another source. Two rejections of a lot or shipment in any twelve (12) month period shall constitute automatic termination of the Contractor's supply contract with the Purchaser.

Sampling and Test of Shipment after Unloading

The Purchaser reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-99 specifications, and the supplemental specifications included with this document. A combination of two failures to comply with these specifications from either rejections of a shipment or from a subsequent complete laboratory analysis shall result in automatic termination of the Contractor's supply contract of the hypochlorite.

Specifications of Material

Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications 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 supplier to inform the Purchaser that 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 Purchaser and Contractor.

Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10.85 percent sodium hypochlorite by weight). Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment.

Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.45 weight percent sodium hydroxide.

Hypochlorite delivered under this contract shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,000 mg/L
Bromate	< 20 mg/L
Filter Test Time	< 3 minutes

The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the product. The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "*Suspended Solids Quality Test for Bleach Using the Vacuum Filtration*" Method developed by Novatek and previously referenced in this Specification.

Manufacturer's Laboratory Reports

Delivery Reports:

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the Purchaser.

The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight
 - Sodium Hypochlorite
 - Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries will be accepted by the Purchaser unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and that it

conforms to the required specifications.

Quarterly Reports:

At the start of the contract and every 90 days, the Contractor shall utilize an outside testing agency acceptable to both the Purchaser and the Contractor (e.g., one of the approved laboratories referenced in this Specification) to analyze a sample of the sodium hypochlorite delivered to the Purchaser. The Contractor shall supply the sample container and the driver shall collect the sample from the tank truck. This sample will be given to the Purchaser at the time of the sample and the Purchaser forward the sample to the approved authorized testing agency. Any failure to comply with the specifications shall constitute grounds for cancellation of the contract between Purchaser and Contractor. Charges for the manufacturer's certified report and all quarterly reports by outside testing agencies should be included in the bid price.

Termination

In addition to the various statements in this Specification stating the grounds for automatic termination of the Contractor's contract to supply sodium hypochlorite to Purchaser, the contract will be voided or terminated for any three failures by Contractor to meet any requirement of this Specification in the preceding twelve month period. These failures include, but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the product to meet the specification either prior to unloading, after unloading or as a result of a quarterly analysis, failure to provide a certificate of analysis and failure to respond in a timely manner to any Purchaser emergency.

Bidder's Checklist

The Bidder shall ensure the following information is included in their proposals:

- Pricing for the Sodium Hypochlorite
- Third Party Laboratory Analysis of Sodium Hypochlorite Sample
- List of References (Three)
- List of Degreed Engineers (Two)
- List of Subcontractors or Affiliates
- List of Safety Incidents (Last Five Years)
- List of Terminations/Debarments (Last Five Years)
- Copy of OSHA Form 300A/300 logs (Last Three Years)
- Other Information on Company
- Contact Information to Obtain Product Sample in the Same County
- Copies of any fines, correspondence and consent orders relating to the operation of ALL of its manufacturing and distribution facilities.

BID PROPOSAL (CONTINUED)

Submitted On: _____

To the City of Lake Wales (hereafter "City"):

The undersigned, as Bidder hereby declares that the only person or persons interested in the Proposal as principal or principals, is or are, named herein and that no other person that herein is mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without any connection with any other person, company or parties making a Bid or Proposal; and that it is, in all respects, fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site or work and informed himself fully in regard to all conditions pertaining to the place where work is to be done; that he has examined the Plans and Specifications for work and Contractual Documents relative thereto; and has read all special provisions furnished prior to the opening of Bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work known particularly as:

Name of Project: **PROCUREMENT OF SODIUM HYPOCHLORITE 09-182**

In full and complete accordance with the shown, noted, described and reasonably intended requirements of the Plans and Specifications and Contract Documents to the full and entire satisfaction of the City with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for the sum of (type or print amount, in words, in space below):

Respectfully submitted,

Name of Firm

Address (Post Office Box, Street, City, State and Zip Code)

State of Incorporation

Signature of Authorized Corporate Officer, Partner, or Proprietor

Title

Name of Bidder:

Firms that need additional information may contact: Bonnie Hodge, Purchasing Agent
City of Lake Wales, 863-678-4182, extension 264

BID SHEET

PROCUREMENT OF SODIUM HYPOCHLORITE

BID NO. 09-182

THIS BID SHALL BE VALID FOR SIXTY (60) DAYS FROM DATE OF OPENING

Company Name: _____

Company Address: _____

City: _____ State _____ Zip _____

Telephone: (____) ____ - _____ Fax: (____) ____ - _____

E-Mail Address: _____

The following Bid is in strict accordance with the City of Lake Wales Invitation to **Bid No. 09-182 dated July 14, 2009** and all attachments as referenced herein.

Bid will include providing and installing all materials, labor, supervision and equipment needed to complete the project.

\$ _____

Signature _____