NORTH TEXAS MUNICIPAL WATER DISTRICT

Official Bid Supplemental Information for Annual Contract Purchase of Water and Wastewater Chemicals

BIDS DUE BEFORE 11:00 A. M. 4/18/2018



INCLUDED:

- 1. General Conditions
- 2. Public Notice
- 3. Performance Bond Form
- 4. Chemical Supply Agreement (Railcars)
- 5. Chemical Supply Agreement (Tanker Trucks)
- 6. Chemical Supply Agreement (Unit Contracts)
- 7. Chemical Unloading Procedures
- 8. Exhibit A

North Texas Municipal Water District Invitation to Bid General Conditions

- 1. Bids shall be submitted on the form provided in the bid packet.
- 2. Bidder shall fill in all information asked for in the blanks provided under each item. Failure to completely describe the item(s) being bid may result in rejection of the bid.
- 3. No additional bid conditions or exceptions are allowed. Any alteration to the bid document, inclusion of new terms, or exceptions to bid conditions may result in rejection of the bid.
- 4. The North Texas Municipal Water District (NTMWD) is exempt from Federal Excise and Sales Taxes. **DO NOT** include tax on bid price or invoice.
- 5. The chemical quantity bid is an <u>estimated annual usage</u> based upon an average volume of water/wastewater treated. Actual quantities to be purchased may be less than or greater than the estimate. NTMWD reserves the right to award contracts to, and purchase chemicals from, multiple bidders/suppliers (i.e. based on a percentage of estimated annual usage).
- 6. NTMWD chemical usage is greatly affected by weather and municipal use patterns which fluctuate seasonally as well as monthly and weekly. Daily, weekly, and monthly quantities of chemicals ordered by NTMWD will fluctuate widely during the course of the year.
- 7. Prices should be itemized. NTMWD reserves the right to award by item, site, and any combination of same or total bid. Bid prices shall include all shipping and handling charges.
- 8. NTMWD reserves the right to reject any or all bids or parts of bids.
- 9. Address bids to Kathy Richmond, North Texas Municipal Water District, 505 E. Brown St., Wylie, Texas 75098. Bids may be submitted in person or shipped via courier, FedEx, UPS or other delivery service. The District does <u>not</u> receive U S Mail at the District offices. FAX and e-mail bids are not allowed.
- 10. To assure bids are not inadvertently opened until the appointed hour, please enclose bid(s) in sealed envelopes inside the shipping envelope and clearly mark the outside lower left corner of the shipping envelope as follows: **Contents-Chemical Bid(s)**.
- 11. Each sealed bid envelope within the shipping envelope (referenced above) shall contain a bid for a single chemical. The lower left corner of each sealed bid envelope shall be marked with the name of the chemical being bid.

- 12. Multiple sealed bid envelopes for various chemicals may be included in a single shipping envelope.
- 13. Bidders having questions regarding the preparation of bids, may contact Randy Barton, Assistant Wastewater Manager or Buford Green, Assistant Water System Manager at (972) 442-5405 no later than 72 hours before bids are due. However, nothing provided orally shall in any way modify the terms and conditions of the bidding documents or specifications unless made in writing by way of a formal written notice of addendum published by NTMWD.
- 14. NTMWD will pay for articles or services purchased under this bid within thirty days after invoicing and proper delivery, accompanied by invoice and certified weight ticket.
- 15. NTMWD does not pay container deposits, but will return reusable containers at bidder's expense.
- 16. NTMWD does not pay demurrage.
- 17. In case of a discrepancy between the unit price and the extension, the price more advantageous to NTMWD will be taken.
- 18. ALL BIDS MUST BE SIGNED BY HAND.
- 19. It is the intent and requirement of NTMWD that these prices be fixed and firm for the period July 1, 2018 to June 30, 2019, and any deviation could result in rejection of bid.
- 20. The successful bidder(s) shall be required to submit regularly printed literature as published by the factory, which sets out and describes the equipment or materials to be furnished. Upon award of the bid(s) the successful bidder(s) shall be required to provide Safety Data Sheets for each chemical at each location.
- 21. It is the responsibility of the successful bidder(s) to provide all transport drivers and employees with Personal Protective Equipment (PPE) and related safety equipment as appropriate for the chemical provided.
- 22. Successful bidders may be required to submit a sample together with a certified analysis upon request by the NTMWD prior to award of a contract.
- 23. The initial term of the contract shall be a period of one (1) year, but may be extended by agreement of both parties on an annual basis for two (2) additional one-year terms (for a total of three (3) years if both extensions are made.) Any extension made must be at the original bid price or a lower price and on the terms and conditions set forth in the attached Chemical Supply Agreement.
- 24. Successful bidders will be required to sign a Chemical Supply Agreement in the general format attached hereto as a sample, which will incorporate the specifications incorporated therein as Exhibit A, which is also attached.

- 25. Each Seller that is awarded a Chemical Supply Agreement shall immediately furnish a Performance Bond in an amount at least equal to the projected total contract price (e.g., unit price x estimated quantity) up to a maximum amount of \$1 million, as security for the faithful performance of delivery of the product at the awarded unit price and per the terms and conditions of the Agreement. The Performance Bond shall be obtained from a surety or insurance company that is duly licensed and authorized to issue bonds and shall be in the format of the attached Performance Bond form. If the Seller's Payment Bond surety for any Bond furnished by the Seller is declared bankrupt or becomes insolvent or its right to do business is terminated, Seller shall within 10 days thereafter substitute another Bond and Surety, both of which must be acceptable to NTMWD. A performance bond will not be required when the projected total contract price is less than \$150,000.
- 26. Bidder must disclose in its bid the name(s) of any person or entity who shall, during the duration of the Chemical Supply Agreement, serve as a supplier or subcontractor to Bidder for the labor, materials, and/or transportation to be provided by Bidder to NTMWD under the terms of the Agreement. All such listed persons or entities shall be evaluated by NTMWD, along with the Bidder, to determine the lowest responsible bidder.
- 27. In order to protect load zoned roads and to avoid impacting residential areas, specific routes may be designated for some chemicals and delivery sites. If a route is specified, deliveries must be made using the designated route with no deviations allowed. It is the responsibility of the successful bidder to guarantee compliance by the transport drivers and all such compliance shall be at the sole cost and expense of Bidder.

INVITATION TO BID

Sealed bids will be received by the North Texas Municipal Water District at the Engineering/IT Bldg., 505 E. Brown St., Wylie, Texas 75098 until 11:00 A.M., local time, April 18, 2018, for an annual supply of water and wastewater treatment chemicals.

At said place and time, and promptly thereafter, all bids that have been duly received will be publicly opened and read aloud.

All bids must be in accordance with the *North Texas Municipal Water District Invitation to Bid General Conditions*, which incorporates its proposed *Chemical Supply Agreement* and Exhibit A *Specifications* thereto, prepared by the North Texas Municipal Water District. Copies of these documents and specifications for use in preparing bids may be obtained from Kathy Richmond, North Texas Municipal Water District, P.O. Box 2408, 501 E. Brown St. Wylie, Texas 75098. (469) 626-4403 direct or (972) 442-5405 ext. 4403.

The North Texas Municipal Water District reserves the right to reject all bids, to award contracts to multiple bidders, to waive formalities, and to reject nonconforming, nonresponsive, or conditional bids.

NORTH TEXAS MUNICIPAL WATER DISTRICT

By s/ Robert Thurmond
Robert Thurmond
President, Board of Directors

PERFORMANCE BOND

STATE OF TEXAS }
COUNTY OF COLLIN }

KNOW ALL MEN BY THESE P	RESENT: That	
	ESENT: That of the City of	,
County of	, and the State of	,
as Principal, and		
authorized under the laws of the Sta	e of Texas to act as surety on bonds for principals, are held and firm	ly bound unto
North Texas Municipal Water Distri	ct (Owner) in the penal sum ofDollars (\$) for
the payment whereof, the said Princ and assigns, jointly and severally, by	pal and Surety bind themselves, and their heirs, administrators, exec these present:	eutors, successors
WHEREAS, the Owne following chemical(s):	has entered into a Chemical Supply Agreement with Principal for	r the supply of the
====NAME O	F CHEMICAL WILL BE INSERTED HERE ==	
Which Chemical Supply Agreementhe same extent as if copied at length	and all exhibits thereto are hereby referred to and made a part herein.	eof as fully and to
said Principal shall faithfully supp Chemical Supply Agreement dated perform all and singular the covena agreed and covenanted by the Princ	the 1st day of July, 2015, and shall in all respects duly and faith the conditions and agreements in and by said Chemical Supply Agree alor to be observed and performed, and according to the true intent are is obligation shall be void; otherwise to remain in full force and effective.	ce as stated in his hfully observe and eement which were nd meaning of said
	EVER , that this bond is executed pursuant to the provisions of C bilities on this bond shall be determined in accordance with the re copied at length herein."	
PROVIDED FURTH State of Texas.	ER , that if any legal action by filed upon this bond, venue shall lie	e in Collin county
order, or to the estimated quantity o	stipulates and agrees that no change in unit price during the term chemicals supplied thereunder, shall in any way affect its obligation ach change in unit price during the term of Chemical Supply Contra under.	n on this bond, and
IN WITNESS WHE	REOF, the said Principal and Surety have signed and sealed the	his instrument this
	day of	
Principal	Surety	v
=	By:	
	Address:	
The name and address of the Reside	nt Agent of Surety is:	

CHEMICAL SUPPLY AGREEMENT RAILCARS

se in	is Agreement is entered into on [date], between [name of the state of Texas, referred to this Agreement as "Seller" and the North Texas Municipal Water District, a validly-formed litical subdivision of the State of Texas, referred to in this Agreement as "Buyer".
	consideration of the mutual promises between Seller and Buyer, and the other conditions ntained in this Agreement, it is agreed between the parties as follows:
1.	Buyer agrees to buy from Seller, and Seller agrees to sell and deliver to Buyer, all of the
2.	[Describe chemicals] are to be delivered pursuant to the requirements, instructions and procedures within the specifications set forth in Exhibit A, which is incorporated as a part of this Agreement for all purposes.
3.	Buyer agrees to pay to Seller \$ [price] per [unit of measurement] for railcars delivered at the District facility (ies) named above. The procedures and terms governing acceptance, rejection, and payment of deliveries are within the specifications set forth in Exhibit A, which is incorporated as a part of this Agreement for all purposes.
4.	The following listed persons or entities are the only persons or entities who may serve as subcontractors or suppliers to Seller for the labor, materials, and/or transportation to be provided by Seller to Buyer under the terms of this Agreement:
5.	At any time prior to March 1 before the expiration of the Primary Term or an Option Term (defined below), Seller may give written notice to Buyer (<u>care of</u> Buford Green, P.O. Box 2408, Wylie, TX 75098) of its willingness to continue supplying [describer chemicals] to Buyer at the same price or a lower price and on the same terms set forth herein for an additional one-year term (hereinafter "Option Term"). After receipt of said written notice and not later than 15 days before the expiration of the Primary Term or an

Option Term, Buyer shall notify Seller of its acceptance or rejection of Seller's offer. If accepted, this Agreement shall be extended for one year from the then-current ending date and all terms of this Agreement shall govern the Parties during the Option Term. If rejected or if no response is made, the Seller's offer shall be deemed rejected and the Agreement shall expire on the ending date on its own terms. The term of this Agreement may only be extended twice (maximum of two (2) Option Terms), for a total of three (3) years. Neither party may change the terms of this Agreement during any Option Term.

- 6. It is expressly contemplated and assumed by the parties that Seller may incur increases in its cost to produce, procure and/or supply the chemicals which are the subject of this Agreement, as a result of storms, hurricanes, natural disasters, fuel shortages or increases in fuel prices, or other causes affecting production and/or transportation of the chemicals in question, which contingencies are assumed to be possible, if not likely, and said contingencies are reflected in the fixed contract price set forth in Paragraph 3.
- 7. It is agreed and understood by the parties that in the event of a breach of this Agreement by the Seller, the Buyer may incur damages resulting from its inability to properly treat water and/or wastewater in accordance with its statutory, regulatory, and contractual responsibilities to its Member Cities and Customers, as well as to comply with its permit requirements owed to State, federal, and local authorities.
- 8. In the event of a conflict between the terms of this Agreement and those specifications set forth in Exhibit A, the specifications in Exhibit A shall control.
- 9. This Agreement is the final expression of the undersigned parties' intent, supersedes and replaces all previous agreements and understandings relating to the subject matter hereof, and may only be amended by through a written document signed by both parties to this Agreement.

Dated:	
	[signature] [typed name]
Dated:	,,
	[signature]
	[typed name]
Buyer North Texas Municipal Water District	

CHEMICAL SUPPLY AGREEMENT TANKER TRUCK

	is Agreement is entered into on [date], between [name
to	seller] a corporation organized and existing under the laws of the State of Texas, referred in this Agreement as "Seller" and the North Texas Municipal Water District, a validly-med political subdivision of the State of Texas, referred to in this Agreement as "Buyer".
	consideration of the mutual promises between Seller and Buyer, and the other conditions ntained in this Agreement, it is agreed between the parties as follows:
1.	Buyer agrees to buy from Seller, and Seller agrees to sell and deliver to Buyer, all of the [describe chemicals] that Buyer may require for use in its [either water treatment operations or wastewater treatment operations] at the [District facility] from[date] to[date]_, hereinafter referred to as the "Primary Term", and it is agreed that [describe chemicals] will meet the specifications set forth in Exhibit A, which is incorporated as a part of this Agreement for all purposes. It is estimated that Buyer will purchase approximately [units] from Seller under this Agreement during the Primary Term.
2.	[Describe chemicals] are to be delivered pursuant to the requirements, instructions and procedures within the specifications set forth in Exhibit A, which is incorporated as a part of this Agreement for all purposes.
3.	Buyer agrees to pay to Seller \$ [price] per [unit of measurement] for truckloads delivered at the District facility (ies) named above. Seller agrees that tanker trucks may be required to split full loads between two locations. The procedures and terms governing acceptance, rejection, and payment of deliveries are within the specifications set forth in Exhibit A, which is incorporated as a part of this Agreement for all purposes.
4.	The following listed persons or entities are the only persons or entities who may serve as subcontractors or suppliers to Seller for the labor, materials, and/or transportation to be provided by Seller to Buyer under the terms of this Agreement:
5.	At any time prior to March 1 before the expiration of the Primary Term or an Option Term (defined below), Seller may give written notice to Buyer (<u>care of</u> Buford Green, P.O. Box 2408, Wylie, TX 75098) of its willingness to continue supplying [describe chemicals] to Buyer at the same price or a lower price and on the same terms set forth herein for an additional one-year term (hereinafter "Option Term"). After receipt of said

written notice and not later than 15 days before the expiration of the Primary Term or an Option Term, Buyer shall notify Seller of its acceptance or rejection of Seller's offer. If accepted, this Agreement shall be extended for one year from the then-current ending date and all terms of this Agreement shall govern the Parties during the Option Term. If rejected or if no response is made, the Seller's offer shall be deemed rejected and the Agreement shall expire on the ending date on its own terms. The term of this Agreement may only be extended twice (maximum of two (2) Option Terms), for a total of three (3) years. Neither party may change the terms of this Agreement during any Option Term.

- 6. It is expressly contemplated and assumed by the parties that Seller may incur increases in its cost to produce, procure and/or supply the chemicals which are the subject of this Agreement, as a result of storms, hurricanes, natural disasters, fuel shortages or increases in fuel prices, or other causes affecting production and/or transportation of the chemicals in question, which contingencies are assumed to be possible, if not likely, and said contingencies are reflected in the fixed contract price set forth in Paragraph 3.
- 7. It is agreed and understood by the parties that in the event of a breach of this Agreement by the Seller, the Buyer may incur damages resulting from its inability to properly treat water and/or wastewater in accordance with its statutory, regulatory, and contractual responsibilities to its Member Cities and Customers, as well as to comply with its permit requirements owed to State, federal, and local authorities.
- 8. In the event of a conflict between the terms of this Agreement and those specifications set forth in Exhibit A, the specifications in Exhibit A shall control.
- 9. This Agreement is the final expression of the undersigned parties' intent, supersedes and replaces all previous agreements and understandings relating to the subject matter hereof, and may only be amended by through a written document signed by both parties to this Agreement.

Dated:	
	[signature]
Seller	[typed name]
Dated:	
	[signature]
Puvor	[typed name]
Buyer North Texas Municipal Water District	

CHEMICAL SUPPLY AGREEMENT UNIT CONTRACTS

Th	is Agreement is entered into on [date], between [name of
in	<i>ller]</i> a corporation organized and existing under the laws of the State of Texas, referred to this Agreement as "Seller" and the North Texas Municipal Water District, a validly-formed litical subdivision of the State of Texas, referred to in this Agreement as "Buyer".
	consideration of the mutual promises between Seller and Buyer, and the other conditions ntained in this Agreement, it is agreed between the parties as follows:
1.	Buyer agrees to buy from Seller, and Seller agrees to sell and deliver to Buyer, all of the [describe chemicals] that Buyer may require for use in its [either water treatment operations or wastewater treatment operations] at the [District facility] from[date]_ to[date]_, hereinafter referred to as the "Primary Term", and it is agreed that [describe chemicals] will meet the specifications set forth in Exhibit A, which is incorporated as a part of this Agreement for all purposes. It is estimated that Buyer will purchase approximately [units] from Seller under this Agreement during the Primary Term.
2.	[Describe chemicals] are to be delivered pursuant to the requirements, instructions and procedures within the specifications set forth in Exhibit A, which is incorporated as a part of this Agreement for all purposes.
3.	Buyer agrees to pay to Seller \$ [price] per [unit of measurement] delivered at the District facility (ies) named above. Seller agrees that trucks may be required to split loads between locations. The procedures and terms governing acceptance, rejection, and payment of deliveries are within the specifications set forth in Exhibit A, which is incorporated as a part of this Agreement for all purposes.
4.	The following listed persons or entities are the only persons or entities who may serve as subcontractors or suppliers to Seller for the labor, materials, and/or transportation to be provided by Seller to Buyer under the terms of this Agreement:
5.	At any time prior to March 1 before the expiration of the Primary Term or an Option Term (defined below), Seller may give written notice to Buyer (<u>care of</u> Buford Green, P.O. Box 2408, Wylie, TX 75098) of its willingness to continue supplying [describe chemicals] to Buyer at the same price or a lower price and on the same terms set forth herein for an additional one-year term (hereinafter "Option Term"). After receipt of said written notice and not later than 15 days before the expiration of the Primary Term or an

Option Term, Buyer shall notify Seller of its acceptance or rejection of Seller's offer. If accepted, this Agreement shall be extended for one year from the then-current ending date and all terms of this Agreement shall govern the Parties during the Option Term. If rejected or if no response is made, the Seller's offer shall be deemed rejected and the Agreement shall expire on the ending date on its own terms. The term of this Agreement may only be extended twice (maximum of two (2) Option Terms), for a total of three (3) years. Neither party may change the terms of this Agreement during any Option Term.

- 6. It is expressly contemplated and assumed by the parties that Seller may incur increases in its cost to produce, procure and/or supply the chemicals which are the subject of this Agreement, as a result of storms, hurricanes, natural disasters, fuel shortages or increases in fuel prices, or other causes affecting production and/or transportation of the chemicals in question, which contingencies are assumed to be possible, if not likely, and said contingencies are reflected in the fixed contract price set forth in Paragraph 3.
- 7. It is agreed and understood by the parties that in the event of a breach of this Agreement by the Seller, the Buyer may incur damages resulting from its inability to properly treat water and/or wastewater in accordance with its statutory, regulatory, and contractual responsibilities to its Member Cities and Customers, as well as to comply with its permit requirements owed to State, federal, and local authorities.
- 8. In the event of a conflict between the terms of this Agreement and those specifications set forth in Exhibit A, the specifications in Exhibit A shall control.
- 9. This Agreement is the final expression of the undersigned parties' intent, supersedes and replaces all previous agreements and understandings relating to the subject matter hereof, and may only be amended by through a written document signed by both parties to this Agreement.

Dated:	
	[signature]
	[typed name]
Dated:	
	[signature]
	[typed name]
Buyer North Texas Municipal Water District	

CHEMICAL RECEIVING

A standardized approach to unloading trailers filled with potentially hazardous chemicals follows:

1. ENTERING PLANT SITE

The driver will:

- Check in Security.
- Verify contents of shipment with Security using Bill of Lading.
- Receive map of facility and directions from Security (if needed).

Security will:

- Contact Main Control Room.
- Confirm what chemical is being delivered.
 - Confirm that UN placard on truck is for designated chemical.
- Confirm what plant and location the chemical will be delivered to.
- Direct the driver to proceed to the designated chemical unloading location.

The Main Control Room will:

- Reaffirm with Security that UN placard matches chemical name on Bill of Lading.
- Dispatch an operator to the chemical unloading location. The shipment will be met at the delivery point by an operator.

2. BEFORE UNLOADING

The operator will:

- Verify chemical contents by reviewing the Bill of Lading.
- Check tanker seal and record seal number.
- Verify UN number on trailer placards matches corresponding chemical.
- Not allow transfer if there is any discrepancy in paperwork and notify Control Room of concerns.
- Check that there are machine printed unloaded and loaded weight tickets
- Check the level of the storage tank to be sure it will accept load.
- Identify the proper unloading port for the chemical to be unloaded.
- Unlock the fill line to the storage tank.
- Instruct the driver to remain at the unloading station during unloading.

- Make sure spill prevention equipment, such as a 5-gallon bucket to catch drips, is in use.
- Make the driver aware of safety shower and eyewash locations.
- Contact the Control Room when transfer begins.

The driver will:

- Have and use the proper personal protective equipment (PPE).
- Turn on the vehicle's emergency flashers.
- Place orange safety cones in front of and behind the vehicle.
- Use portable spill containment equipment, such as a 5-gallon bucket, where needed to catch drips.
- Connect the chemical transfer hose.
- Connect the air padding hose (if needed).

The operator will:

- Initial the Bill of Lading and driver's paperwork if applicable (include date and time) to signify it is OK to start unloading.
- Enter information on Chemical Delivery Log.

The operator and driver will:

- Check that the transfer hose (and air hose) are securely connected and have no leaks.
- · Confirm when unloading will be completed.

3. AFTER UNLOADING

The driver will:

- Notify the Main Control Room that that the unloading is completed.
- Wearing proper PPE, relieves air pressure and disconnects transfer hose.
- Cap both ends of the transfer hose and store it properly.
- Remove orange safety cones.
- Turn off the vehicle's emergency flashers.

The Main Control Room will:

Dispatch an operator to the chemical unloading location.

The operator and driver will:

- Check area for evidence of spills.
- Sign Bill of Lading (include date and time).

The operator will:

- Install lock on fill line.
- Keep a copy of the Bill of Lading and other paperwork at the chemical building office to turn in at the end of the day.

The driver will:

• Check out with Security.