

CHEMICALS BID

FOR

PADUCAH WATER TREATMENT PLANT

PW BID NO. 22-05-03



**PADUCAH WATER
1800 NORTH 8TH STREET
PADUCAH, KENTUCKY 42001**

MAY 2022

PW BID NO. 22-05-03
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PW BID NO. 22-05-03
INVITATION TO BID

RECEIPT OF PROPOSALS: Paducah Water will receive bids for Water Treatment Chemicals until 2:00 PM on Thursday, May 12, 2022, in the Office of Paducah Water, 1800 North 8th Street, Paducah, KY 42001 at which time all bids will be publicly opened and read aloud.

DESCRIPTION: The scope includes supply and delivery of miscellaneous chemicals used in the municipal water treatment process by Paducah Water for 6 months beginning July 1, 2022.

OBTAINING CONTRACT DOCUMENTS: Copies of bid documents may be obtained free of charge at the Office of Paducah Water at the address listed above. Bidders may also visit the PW website at www.pwwky.com to obtain bid documents. Click on the link that says "2022 Chemicals Bid." Contact Tee Vinson at 270-444-5570 or email tvinson@pwwky.com for copies of bid documents or for more information.

OWNER'S RIGHTS RESERVED: Paducah Water reserves the right to reject any or all bids or waive any informalities in the bidding. No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of Paducah Water.

PADUCAH WATER
Jason Petersen
General Manager

BID NO. 22-05-03
INSTRUCTIONS TO BIDDERS

1. BID SUBMITTAL

All bids shall be submitted on forms supplied by Paducah Water (PW). Wording of the Bid Proposal shall not be altered, changed and/or modified. Bids submitted showing any alterations, changes, and/or modifications to the Bid Proposal shall be rejected. Unauthorized conditions, limitations, or provisions attached to the bid shall be cause for rejection. Alterations by erasure or interlineations must be explained or noted by the signature of the Bidder.

Bid Documents shall be enclosed in an envelope clearly labeled with the words "**Bid Documents, Chemicals Bid No. 22-05-03, Name of Bidder, and Date and Time of Bid Opening,**" in order to guard against premature opening of the bid. It is the sole responsibility of the Bidder to see that his/her bid is received on time and is properly labeled. Paducah Water will not be responsible for premature opening of a bid not properly addressed and identified.

No electronic bid, faxed bid, telegraphic bid or telegraphic modifications of bid will be considered. Paducah Water will reject bids that are received after the specified date and time of opening.

A complete and responsive bid shall include:

- One (1) Original Completed Bid Proposal (Section 00310)
- Affidavit of Compliance
- Manufacturer's submittals for each Bid Item
- Safety Data Sheet (SDS) for each Bid Item
- Spill Prevention Plan

2. INTERPRETATIONS

Any Bidder having questions regarding any part of the Bid Documents, or finds discrepancies in or omissions from any part of the Bid Documents, can contact PW below for interpretation no later than two (2) standard business days prior to the date of the bid opening.

Contact Name:	Tee Vinson
Title:	Plant Superintendent
Email:	tvinson@pwwky.com
Telephone:	270-444-5570

Following receipt of all comments on the aforementioned day, interpretations and/or corrections will be made by Addendum as deemed necessary by PW. The Addendums will be forwarded to each Bidder of record, with the Bidder being required to acknowledge receipt.

3. OPENING OF BIDS

At the time and place fixed for the opening of bids, PW will publicly open and read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative. The time of Bid opening shall be in accordance with the time stated in the Advertisement and Invitation to Bid. The official time piece used to determine time set for the opening of the Bids shall be established by PW.

4. WITHDRAWAL OF BIDS

Any Bidder may withdraw his/her submitted Bid prior to the scheduled time for opening Bids. No Bidder may withdraw his/her Bid for a period of 30 days after the date set for opening thereof and all Bids shall be subject to acceptance by PW during this period.

5. REJECTION OF BIDS

Paducah Water reserves the right to reject any and/or all Bids and to disregard any minor irregularities in deciding to accept a Bid.

6. PROOF OF COMPETENCY OF BIDDER

Any Bidder may be required to furnish evidence satisfactory to PW that he/she has sufficient capability, capacity and experience to fulfill the requirements of the Bid Documents.

7. BID QUANTITIES

Quantities depicted in the Bid Proposal reflect estimated or intended quantities of the item to be purchased over a 6-month contract period. However, PW does not guarantee that a minimum quantity will be purchased and reserves the right to change the actual number of items purchased without adjustment to the bid unit price.

8. BID PRICES - UNIT PRICES

Bidders may submit a unit price for one or more Bid Items presented on the Bid Form. The unit price for each of the items in the Bid Proposal of each Bidder shall include its pro-rata share of overhead and profit so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price represents the total bid. Any bid not conforming to this requirement may be rejected. In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items. **Bid Prices shall include any and all delivery transportation charges, handling charges, FOB destination, fees, taxes, labor, materials, equipment, tools and services necessary for complete manufacture and delivery. All bid unit prices shall remain fixed for the entire duration of the 6-month contract period.**

9. PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident Bidder of the Commonwealth shall be given a preference against a non-resident Bidder registered in any state that gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident Bidder. The Bidder shall indicate the state of residence on the Bid Proposal. The non-resident Bidder shall indicate also if any preference is given by the Bidder's state. The determination of state residency of the non-resident Bidder, according to Kentucky Administrative Regulations:

- The state of residency shall be the principal office as identified in the Bidder's Certificate of Authority to transact business in Kentucky as filed with the Commonwealth of Kentucky, Secretary of State
- If the Bidder is not required to obtain a Certificate of Authority (by the Secretary of State) to transact business in Kentucky, the state of Residency shall be the mailing address provided in the Bid Proposal.

10. EVALUATION OF BIDS

Paducah Water will perform an evaluation of each Bid to determine conformance with the Bid Documents. Non-conforming Bids may be rejected at the sole discretion of PW. In addition, PW reserves the right to request a representative sample of each Bid Item proposed by Bidder.

11. AWARD OF BID

Award of a Bid will be based upon consideration of not only cost, but also past performance, staffing, equipment, ability to meet schedules, quality of product and record of safety. Paducah Water will consider each of the above criterion based upon the relative importance to this Bid and will award the contract to the best evaluated bid as determined solely by PW. **PW will award each Bid Item individually to the Bidder that represents the best evaluated bid for that Bid Item.**

12. DELIVERY

All deliveries shall be made to the location noted in the Specifications between the hours of 7:00 am and 3:00 pm, Monday-Friday. The successful Bidder will be responsible for all delivery, loading, unloading activities. Delivery shall be made within 5 business days from the date and time of material order from PW. All deliveries shall be accompanied with net weight tickets and/or tankers certified by the Supplier as being accurate and appropriate for delivery of the product (i.e. food grade) as appropriate.

Submission of a Bid Proposal shall be construed by PW that the Bidder agrees to comply with the delivery schedule provided above. Should the Bidder be unable to deliver as specified, written notice must be submitted to the PW contact above prior to the revision of the delivery period specified. Said notice shall detail the reason(s) for noncompliance with the delivery commitment and offer a revised delivery date for acceptance by PW. Failure to deliver as specified shall be just cause for PW to cancel the contractual agreement and for disqualification of the Bidder.

13. INDUSTRY STANDARDS

Each Bidder shall comply fully with all industry standards (AWWA, NSF, etc.) as applicable and shall include an Affidavit of Compliance stating such with his/her Bid Proposal.

14. MANUFACTURER'S SPECIFICATIONS AND SUBMITTALS

Each Bidder shall include, with his/her bid, one (1) complete set of manufacturer's specifications and Safety Data Sheets (SDS) for each bid item. The manufacturer's specifications shall include a detailed description of the item proposed and the conformance with the Bid Documents and shall include, at a minimum, chemical name, manufacturer, brand or trade name, point of manufacturer and point of shipment.

15. SPILL PREVENTION

Bidder shall include, with his/her bid, a copy of Bidder's Spill Prevention Plan or similar document that outlines the Company's policies and procedures for minimizing discharges and response plan in the event of a discharge during transport and/or unloading.

16. TAX EXEMPT

Paducah Water is exempt from all Federal excise tax and Commonwealth of Kentucky Sales Tax. Therefore, each Bid Unit Price shall be net, exclusive of taxes. The successful Bidder will be furnished valid exemption certificates upon request.

17. PERMITS, CERTIFICATES, LAWS, ORDINANCES, AND CODES

The successful Bidder shall, at his/her own expense, procure all permits, certificates and licenses required by law in order to conduct business with PW. Information regarding State License requirements can be obtained at: <http://revenue.ky.gov/business>. In addition, PW reserves the right to request a W9 form from any new Bidder that has not previously conducted business with PW.

BID NO. 22-05-03
BID PROPOSAL

Proposal of _____, (hereinafter called Bidder), organized and existing under the laws of _____ to Paducah Water (hereinafter called PW).

Bidder hereby proposes to provide chemicals for the Paducah Water Treatment Plant in strict accordance with the Bid Documents which consists of the Invitation to Bid, Instructions to Bidders, Bid Proposal, Chemical Supply Agreement, Material Specifications and addenda if applicable.

Bidder acknowledges receipt of the following Addenda: _____

PW Bid No. 22-05-03					
Paducah Water Treatment Chemicals					
Unit Price Bid Form					
Item	Chemical Name	Quantity	Unit	Unit Price	Total
1	Sodium Hydroxide	10,000	gallon	/1000 gallons	
2	Sodium Chloride	175,000	lb	/lb	
3	Aluminum Sulfate	70,000	gallon	/1000 gallons	

BIDDER _____

BY _____ DATE _____

TITLE _____

ADDRESS _____

EMAIL ADDRESS _____

BIDDER IS A RESIDENT OF THE FOLLOWING STATE: _____

IF BIDDER IS NOT A RESIDENT OF KENTUCKY, INDICATE IF A PREFERENCE GIVEN BY RESIDENT'S STATE: _____

BID NO. 22-05-03
CHEMICAL SUPPLY AGREEMENT

THIS AGREEMENT made on this the ____ day of _____, 2022, by and between PADUCAH WATER, of 1800 North 8th Street, Paducah, Kentucky 42001, hereinafter referred to as "PW," and _____ (bidder), of _____ (address), _____ (city), _____ (state), _____ (zip), hereinafter referred to as "Supplier."

WITNESSETH:

WHEREAS, PW is the operator of a water filtration and treatment system located in Paducah, McCracken County, Kentucky, which system is used for the purposes of furnishing a potable water supply to consumers residing in Paducah, McCracken County, and the surrounding area; and

WHEREAS, Supplier is the supplier and distributor of chemicals used in the treatment of PW's water supply; and

WHEREAS, PW is willing to purchase certain chemical(s) from Supplier for use in the treatment of its water supply subject to the terms and conditions as herein contained.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the parties set forth herein below, the parties agree as follows:

1. Supply of Chemical(s). Supplier shall supply, transport, and sell to PW and PW shall purchase from Supplier its requirements for chemical(s). Supplier shall deliver to PW and unloaded into storage tanks and/or storage facilities F.O.B. Paducah, Kentucky, at any one of its plant sites or booster stations located within the Paducah area. PW shall identify the exact point of delivery at the time of its written request for chemical(s). Risk of loss in transit lies with the Supplier. All chemical(s) supplied, transported, and delivered to PW shall meet the requirements set forth in the Specifications. Because of the variable nature of the water to be treated and other factors related thereto, exact quantities of chemical(s) needed by PW to operate its system are uncertain. Specific quantities of chemical(s) will be requested by the Water Quality Supervisor of PW from time to time, as needed. The requested chemical(s) shall be transported and delivered to PW within five (5) business days of the written request. Delivery may take place between the hours of 7 a.m. and 3 p.m., Central time, Monday through Friday. Delivery shall be scheduled by Supplier at a specific site or sites by telephone (270-444-5572) prior to delivery.

2. Term. Unless earlier terminated pursuant to Section 6 herein, the term of this Agreement is from July 1, 2022, to and including December 31, 2022. Notwithstanding the foregoing, any and all of Supplier's obligations and liabilities arising pursuant to Section 8 of this Agreement shall continue and survive the termination of this Agreement. **If both Parties are in agreement, this Agreement may be extended in six-month increments.**

3. Rates and Quantities. The rate of charge for the chemical(s) supplied, transported, and delivered hereunder shall be as follows:

Chemical Name	Trade Name	Estimated Quantity	Unit	Unit Price	Total Price

Supplier recognizes that the quantities depicted reflect estimated or intended quantities to be purchased over contract period. However, PW does not guarantee that a minimum quantity will be purchased and reserves the right to change the actual number of items purchased without adjustment to the bid unit price.

4. Payment. Supplier shall bill PW for all chemical(s) delivered to PW upon delivery. PW shall make full payment within 30 days following date of invoice.

5. Indemnification. Supplier shall hold harmless, defend and indemnify PW, its officers, agents, servants, and employees from any and all liabilities, claims, liens, demands and costs, of whatsoever kind and nature, (including attorney fees) which may be asserted as a result of injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody or control of PW in connection with, or in any way incident to or arising out of or relating to supply, transport, and delivery of the chemical(s) covered by this Agreement, including but not limited to any spills, releases, leaks, or contamination, resulting in whole or in part from negligent acts or omissions of Supplier, or any employee, agent or representative of Supplier or its subcontractors, if any. PW shall promptly notify Supplier of the existence of any claim, demand or other matter to which Supplier's indemnification obligation would apply and shall give Supplier a reasonable opportunity to defend same at Supplier's own expense and with counsel of its selection reasonably satisfactory to PW; provided that PW shall at all times also have the right to participate fully in, but not control, the defense at its own expense. If Supplier shall, with in any reasonable period of time after such notice, but no later than fifteen (15) days, fail to defend the claim, PW shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment) the claim or other matter on behalf of, or for the account of, and at the risk of Supplier. In the event of any spills, releases, leaks, contamination or incorrect unloading of chemical(s) occurring during delivery to PW, Supplier shall immediately report such incident to PW personnel and shall be fully responsible, at its own costs, and provide all necessary personnel for the immediate cleanup and remediation of any such spills, releases, leaks, contamination, or incorrect unloading.

6. Supplier's Warranty. Supplier warrants to PW that the chemical(s) purchased, transported, and delivered meet the chemical or physical requirements of the Specifications, and all applicable requirements of the appropriate American Waterworks Association's Standard/NSF Standard. In the event PW determines, at its sole discretion, that the chemical(s) are nonconforming, the Supplier shall, at

its expense, within forty-eight (48) hours from PW's notice of the nonconformity, remove such chemical(s) from the PWW sites and replace same with a like amount of conforming chemical(s). In the alternative, and at the option of PW, PW may accept the nonconforming chemical(s), if a mutually agreeable price adjustment can be reached between the parties.

7. Insurance. Supplier shall maintain, the following insurance:
 - a. Paducah Water named as additional insured on Supplier's policy
 - b. Workers Compensation for all employees; and
 - c. Broad form comprehensive general liability insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. Said policy shall include but not be limited to environmental coverage.

Supplier shall be responsible for payment of all deductibles contained in any insurance required by this Agreement. Supplier agrees to keep such insurance in force for the duration of this Agreement. Supplier shall furnish certificates of insurance to PW prior to the commencement of the effective date of this Agreement. PW shall be notified thirty (30) days prior to cancellation in writing.

8. Termination. Supplier shall be deemed to be in default under this Agreement and this Agreement shall be terminated if: (a) Supplier becomes insolvent or makes an assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by Supplier, or such petition is filed against and consented to by Supplier and is not dismissed within 20 days; (c) Supplier is adjudicated as bankrupt; (d) a bill in equity or other proceeding for the appointment of a receiver of Supplier or other custodian for Supplier's business or assets is filed and is consented to by Supplier and is not dismissed within 20 days, or a receiver or other custodian of the business or assets of Supplier is appointed; or (e) Supplier fails or defaults in the performance of any obligation to be performed by Supplier hereunder, then, in addition to all other remedies at law or in equity, PW may immediately terminate this Agreement. Termination under such circumstances shall become effective immediately on the date of receipt by Supplier of PW's notice of termination. Notwithstanding any provision in this Agreement to the contrary, PW may terminate this Agreement at any time upon giving the Supplier 30 days notice of termination. No right or remedy conferred in this Agreement upon or reserved to PW is exclusive of any other right or remedy in this Agreement, or provided or permitted by law or in equity, but each shall be cumulative of every other right or remedy given under this Agreement. In the event of default, PW shall also be entitled to recover from Supplier its costs and expenses incurred by reason of such default including its reasonable attorney fees.

9. Entirety of Contract. This writing is intended by the parties as the final, complete and exclusive statement of the terms, conditions and specifications of their agreement and is intended to supersede all previous oral or written agreements and understandings between the parties relating to its subject matter. No employee or agent of PW has authority to modify the provisions of this Agreement or to make any statement, representation, promise or agreement not contained in this Agreement. No prior stipulation, agreement, understanding or course of dealing between the parties or their agents with

respect to the subject matter of this Agreement shall be valid or enforceable unless embodied in this Agreement. No amendment, modification or wavier of any provision of this Agreement shall be valid or enforceable unless in writing and signed by all parties. This Agreement shall supersede, and shall not be modified or amended in any way by the terms of, any purchase order, which may be issued by Supplier for the purpose of the supply of chemical(s) hereunder.

10. Miscellaneous Provisions. This Agreement shall be binding upon the parties hereto and their heirs, successors, and assigns. This Agreement shall not be assigned by parties nor modified except by written agreement of the parities and signed by both parties.

11. Effective Date. The effective date of this Agreement shall be the date above referenced.

WITNESS our signatures on the date first above written.

SUPPLIER:

By: _____

Title: _____

Date: _____

PW:

By: _____

Title: _____

Date: _____

BID NO. 22-05-03
MATERIAL SPECIFICATIONS

I. GENERAL

1. All references to standards are to the latest edition.
2. A sample Certificate of Analysis (COA) must accompany the bid documents. Failure to do so will be grounds for disqualification.
3. A Certificate of Analysis (COA) and Safety Data Sheets (SDS) must accompany all shipments.
4. All ordering and deliveries will be coordinated by:
Grant Graves - Water Quality Supervisor
Tel: 270-444-5572
Email: ggraves@pwwky.com
5. The product, all materials, including raw materials shall be manufactured in the United States of America. Supporting documentation must be included with bid documents.

II. SODIUM HYDROXIDE (aka CAUSTIC SODA)

1. Referenced Standard
ANSI/NSF 60
AWWA B501
2. Material Specification
50% solution of NaOH
Membrane Grade
3. Medium
Liquid
4. Maximum Delivery Quantity per Order
4,000 gallons
5. Delivery Container and Method of Transfer
Bulk tanker transferred to storage tank at PW facility by Supplier.
6. Delivery Location
Paducah Water Treatment Plant
1800 North 8th
Paducah, KY 42001

III. SODIUM CHLORIDE

1. Referenced Standard
ANSI/NSF 60
2. Material Specification
Tru-Flo Evaporated Food Grade Salt
3. Medium
Powder/Crystals
4. Delivery Quantity per Order
25 Tons
5. Delivery Container and Method of Transfer
Bulk tanker transferred to storage tank at PW facility by Supplier.
6. Delivery Location
Paducah Water Treatment Plant
1800 North 8th
Paducah, KY 42001

IV. ALUMINUM SULFATE

1. Referenced Standard
ANSI/NSF 60
AWWA B403
2. Material Specification
Density < 11.3 lbs/gallon
Liquid < 50% solids by weight
3. Medium
Liquid
4. Maximum Delivery Quantity per Order
4,500 gallons
5. Delivery Container and Method of Transfer
Bulk tanker transferred to storage tank at PW facility by Supplier.
6. Delivery Location
Paducah Water Treatment Plant
1800 North 8th Street
Paducah, KY 42001
7. Other
Specific gravity and density shall be listed on the delivery ticket of each shipment.