

TOWN OF JUPITER UTILITIES



Chemical Bid 10-16C

**Contract for Supplying Sodium
Hydroxide (Caustic)**

MAY 2010

**KAREN J. GOLONKA
TODD R. WODRASKA
ROBERT M. FRIEDMAN
JIM KURETSKI
WENDY HARRISON
DAVID L. BROWN**

**MAYOR
VICE-MAYOR
COUNCILOR
COUNCILOR
COUNCILOR
DIRECTOR OF UTILITIES**

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ADVERTISEMENT FOR BIDS

Town of Jupiter
210 Military Trail
Jupiter, FL 33458
Phone: (561) 746-5134

Sealed Bids must be delivered to the Town of Jupiter at the office of the Town Clerk, Municipal Building, 210 Military Trail, Jupiter, Florida up to 2:00 pm on May 25, 2010 (bids received after this time will not be accepted) at which time bids will be publicly opened and read aloud in the Town Council Chambers for the furnishing of all materials, labor, equipment and supplies necessary for:

CONTRACTS FOR SUPPLYING:

- Liquid Chlorine --(JW 10-16A)**
- Sulfuric Acid—(JW 10-16B)**
- Sodium Hydroxide (Caustic)—(JW 10-16C)**
 - Antiscalant—(JW 10-16D)**

FOR TOWN OF JUPITER UTILITIES JUPITER, FLORIDA

including necessary appurtenances and all in accordance with the contract documents.

All bids must be on a Unit Price basis (F.O.B.) on the Proposal Form.

The nature and scope of these contracts are:

Supply the Town of Jupiter Utilities Water Treatment Plant with one or any of the following chemicals for use in the treatment of drinking water: liquid chlorine, sulfuric acid, sodium hydroxide (caustic), and/or antiscalant for a period of one year beginning October 1, 2010 through September 30, 2011 in accordance with the contract specifications. Each of these chemicals will be supplied under separate contracts.

Plans and specifications will be available on May 3, 2010 and may be examined and purchased at www.demandstar.com. Plans and specifications can be downloaded for \$5.00 from Demandstar by calling 1-800-711-1712 and signing up for a free agency subscription for the Town of Jupiter. Hard copies of plans and specifications may also be purchased from Demandstar by calling 1-800-711-1712 or visiting www.demandstar.com. Payment for plans and specifications is non-refundable.

All bidders must be a plan holder of record with Demandstar.

Questions concerning the bid shall be directed to Paul Jurczak, Water Plant Facilities Manager, in writing (fax: 561-743-8733). In accordance with the Instructions to Bidders.

Sealed bids shall be submitted on the Bid/Proposal Form in accordance with the Instructions to Bidders.

Bids may be modified or withdrawn in accordance with the Instructions to Bidders. Bids shall remain open for a period of 90 calendar days after the date set for opening. The Town of Jupiter reserves the right to waive any irregularities and to reject any and all bids.

By Order of the Town Council,
Town of Jupiter

Sally Boylan, Town Clerk

PUBLISHED: Palm Beach Post Times

DATES: May 02, 2010
May 09, 2010

INSTRUCTION TO BIDDERS

1. SPECIAL CONDITION - PUBLIC ENTITY CRIMES

Any person submitting a bid or proposal in response to this invitation must execute the enclosed form PUR. 7068, **SWORN STATEMENT UNDER SECTION 287.133(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**, in the spaces(s) provided, and enclose it with the bid/proposal

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the non-refundable sum, if any, may be obtained from www.demandstar.com as stated in the Advertisement or Invitation.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner in preparing Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not infer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to furnish the goods and special services, each Bidder must be prepared to submit within five days of Owner's request written information, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the project is located.

Each Bid must contain evidence of Bidder's qualification to do business in the state where the project is located.

All bidders must be a plan holder of record with Demandstar.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

- 4.2 Site is accessible to the Bidder by appointment only to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Appointments maybe scheduled with Paul Jurczak, Water Plant Facilities Manager at (561) 741-2602.
- 4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to The Town of Jupiter Utilities, Attn: Paul Jurczak, Water Facilities Plant Manager in writing by Fax (561) 743-8733. Replies will be issued by Addenda if determined necessary, through Demandstar to all planholders recorded by Demandstar as having received the Bidding Documents. Questions received less than three days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. BID SECURITY: Not Required

7. CONTRACT DURATION

October 1, 2010 through September 30, 2011. Owner reserves the right to request the successful Bidder begin the contract prior to October 1, 2010.

8. BID PRICE

The price must be quoted as the TOTAL NET DELIVERED AMOUNT. The Town will be obliged to pay based on the contract unit price. The quantities indicated in the proposal form are approximate and are used to establish bid prices. The Town does not guarantee this quantity as a minimum or maximum amount. Bidder certifies that the contract unit price is valid regardless of the quantity purchased.

Since the Town is exempt from Federal Excise Tax, the Federal Transportation Tax and Florida State Sales Tax, these taxes are NOT to be included in the bid price. Necessary exemption certificates will be supplied to vendors for direct sales to the Town that are paid from Town funds.

9. BID FORM

- 9.1 The Bid Form is included herein (see Proposal).
- 9.2 Bid Forms must be completed in ink, typed or handwritten. The Bid price of each item on the form must be stated in numerals. Contractor must bid on all alternates in the bid form. All bid forms must be filled out in their entirety. Figures must be provided for all unit prices and values. Incomplete bid forms may be considered non-responsive.
- 9.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 9.5 All names must be typed or printed clearly below the signature.
- 9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 9.7 The address to which communications regarding the Bid are to be directed must be shown.
- 9.8 If the Bid form contains an alternate, Bidder must bid on the alternate(s).

10. SUBMISSION OF BIDS

Two Bids shall be submitted at the time and place indicated in the Advertisement for Bids or Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by all other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof, with the Project name on the front.

11. MODIFICATION AND WITHDRAWAL OF BIDS

- 11.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 11.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder may be disqualified from further bidding on the Work. If a notice is filed with Owner after 24 hours then the Contractor will sacrifice his Bid Bond.

12. OPENING OF BIDS

- 12.1 Bids will be opened publicly.
- 12.2 When Bids are opened publicly they will be read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

13. BIDS TO REMAIN OPEN

All Bids shall remain open for ninety days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

14. AWARD OF CONTRACT

- 14.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated value and the correct value as calculated by the product of the unit price and the estimated quantity, will be resolved by using the stated unit price.
- 14.2 In evaluating Bids, the Owner shall consider the qualifications of the Bidders whether or not the Bids comply with the prescribed requirements, alternates, and unit process, if requested in bid form.

- 14.3 Owner may consider operating costs, maintenance considerations, performance data and guarantees of materials and equipment in evaluating bids.
- 14.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 14.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 14.6 If the contract is to be awarded, it will be awarded to the lowest responsive Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Owner.
- 14.7 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within ninety (90) days after the day of the Bid opening.

15. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by two unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter SUPPLIER shall sign and deliver both sets of the Agreement to Owner with all other Contract Documents attached. Within thirty days thereafter, Owner will deliver one fully executed agreement to SUPPLIER.

16. CONTRACT CANCELLATION

The Town of Jupiter reserves the right to cancel the contract at any time with a thirty (30) day written notice.

17. INDEMNIFICATION

By placing a bid, the bidder agrees to indemnify and hold the Town of Jupiter, its agents, employees and elected officers free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines, and damages (including attorney's fees) arising out of or incident to or in connection with the bidder's responsibility to perform under this contract. This agreement in no way restricts or interferes with the right of any political subdivision of Palm Beach County, Florida, to re-bid any or all items.

Bidding Company Name: _____

**PROPOSAL
TO
TOWN OF JUPITER UTILITIES
FOR
CHEMICAL BID 10-16C
CONTRACT FOR SUPPLYING SODIUM HYDROXIDE (CAUSTIC)**

Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

Gentlemen:

The undersigned as Bidder does declare that no person or persons other than the Bidder herein named had any interest in this Proposal or in the contract to be taken, and that it is made without any connection with any other person making a Proposal for the same item(s), and is in all respects fair and without collusion or fraud.

The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials called for.

It is proposed that the project herein described shall be constructed for the Unit Prices as follows, all in accordance with the requirements and provisions of the Contract Documents. The quantity stated below is an annual estimate. Actual quantities may be less than or exceed the estimated quantity below.

The undersigned further declares that he proposes to furnish the item(s) called for within the specified time in this Proposal for the following prices:

Contract for Supplying Sodium Hydroxide (Caustic) - Estimated Quantity 430 Dry Tons (1-year period)

Unit Price (Per Dry Ton) \$ _____

Freight (Per Dry Ton) \$ _____

Total Cost F.O.B. (Per Dry Ton) \$ _____

Total for 430 Dry Tons \$ _____

The undersigned furthermore agrees that, in case of failure on his part to execute said contract within (15) days after being awarded the contract may forfeit his right to the contract and Owner may choose to offer the contract to the next low bidder or re-bid the contract.

The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned acknowledges receipt of _____ (#) _____ Addenda for this project.

The undersigned states that this proposal is the only proposal for this project in which he is interested.

COMPANY NAME _____

BUSINESS ADDRESS _____

BUSINESS TELEPHONE _____

SIGNATURE OF RESPONSIBLE OFFICIAL _____

PRINT NAME & TITLE _____

STATE OF INCORPORATION _____

SWORN STATEMENT
PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,

1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list.
[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, _____.

Personally known _____

OR Produced identification _____ Notary Public - State of _____
(Type of identification)

My commission expires _____

(Printed typed or stamped commissioned name notary public)

NOTICE OF AWARD

TO:

ATT:

Project: **Chemical Bid 10-16C**
 Contract for Supplying Sodium Hydroxide (Caustic)
 Town of Jupiter Utilities
 Jupiter, Florida

Gentlemen:

This is to advise that you were awarded the contract for the above referenced project on _____ as a result of your bid of \$ _____ per dry ton F.O.B., submitted to the Town of Jupiter (Owner) on _____.

Two (2) sets of the Project Manual for this project are attached. Each set contains an unexecuted agreement and the requirement for attaching a Certificate of Insurance (2 total) to each set (2 total). Please execute both copies of the Agreement and return them to my attention within fifteen (15) consecutive calendar days from _____.

Sincerely,

Amanda Z. Barnes, P.E.
Town of Jupiter
Assistant Director of Utilities

AGREEMENT (CONTRACT)
BETWEEN OWNER AND SUPPLIER

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2010 by and between Town of Jupiter (hereinafter called OWNER) and - _____ of Florida hereinafter called SUPPLIER). OWNER and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, equipment and materials necessary to Supply the Town of Jupiter Utilities Water Treatment Plant with Sodium Hydroxide (Caustic) for a period of one year beginning October 1, 2010 through September 30, 2011 or early if agreed to between the two parties in accordance with these specifications.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CHEMICAL BID 10-16C
CONTRACT FOR SUPPLYING SODIUM HYDROXIDE (CAUSTIC)
FOR
TOWN OF JUPITER UTILITIES
JUPITER, FLORIDA

Article 1. GOODS AND SERVICES. SUPPLIER shall furnish the Goods and other services as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

Town of Jupiter Utilities
Chemical Bid 10-16C
Contract for Supplying Sodium Hydroxide (Caustic)

Article 2. POINT OF DELIVERY. The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

Town of Jupiter Water Treatment Plant
17403 Central Boulevard
Jupiter, Florida 33458

Article 3. CONTRACT TIME.

The Goods are to be delivered to the point of delivery and ready for OWNER's acceptance of delivery during the month of October, 2010 as outlined in the specifications.

Article 4. CONTRACT PRICE.

OWNER shall pay SUPPLIER for furnishing the Goods and Special Services and for performing other services in accordance with the Procurement Documents in current funds as follows:

According to the Proposal Unit Price.

Article 5. PAYMENT PROCEDURES

SUPPLIER shall invoice the Owner after delivery of material and acceptance by Owner.

Payments made by the OWNER will be made via Electronic Funds Transfer (EFT). SUPPLIER will provide the OWNER with the information required to make EFT payments.

Article 6. SUPPLIER 'S REPRESENTATIONS.

In order to induce OWNER to enter into Procurement Agreement SUPPLIER makes the following representations:

- 6.1. SUPPLIER has familiarized himself with the nature and extent of the Procurement Documents and has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by OWNER is acceptable to SUPPLIER.
- 6.2. SUPPLIER has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services and other services in connection therewith.
- 6.3. SUPPLIER does not require additional information from OWNER to enable SUPPLIER to furnish the Goods, Special services and other services at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Procurement documents.

Article 7. PROCUREMENT DOCUMENTS.

The Procurement Documents which comprise the entire agreement between OWNER and SUPPLIER are attached to, or accompany, this Procurement Agreement, made a part hereof and consist of the following:

- 7.1. This Procurement Agreement (pages 15 to 18, inclusive).
- 7.2. Notice of Award.
- 7.3. Procurement Specifications bearing the title
Town of Jupiter
Chemical Bid 10-16C
Contract for Supplying Sodium Hydroxide (Caustic)
- 7.4. SUPPLIER 's PROPOSAL.
- 7.5. Any Modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.

Article 8. MISCELLANEOUS

- 8.1. No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited bylaw), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 8.2. OWNER and SUPPLIER each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Procurement Documents.

IN WITNESS WHEREOF, the parties hereto have signed 2 copies of this Agreement. At least one counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER.

OWNER

SUPPLIER

Town of Jupiter

210 Military Trail
Jupiter, FL 33458

ADDRESS

By:

Karen Golonka, Mayor

Contractor Name

(CORPORATE SEAL)

ATTEST

ATTEST

Sally Boylan, Town Clerk

(TOWN SEAL)

OPINION OF TOWN ATTORNEY

This is to certify that I have examined the attached Contract Documents, that after such examination, I am of the opinion that such documents conform to the laws of the State of Florida, that the execution of the Contract is in due and proper form, that the representative of the respective Contracting Parties have full power and authority to execute such Contract on behalf of the respective Contracting Parties and that the foregoing agreements constitute valid and binding obligations on such parties.

Thomas J. Baird, Esquire
Attorney for Town of Jupiter

This the ____ day of _____, _____.

TECHNICAL SPECIFICATION FOR SODIUM HYDROXIDE (CAUSTIC)

HYDROXIDE - 50% - (CAUSTIC SODA)

1. Sodium Hydroxide meeting these requirements shall be in conformity with ANSI/AWWA B501-98 and/or the latest revision. The chemical requirements are (Section 4.2.2) liquid sodium hydroxide supplied under the provisions of this standard shall contain approximately 50 percent sodium hydroxide (NaOH).
- 2) General impurities according to this standard shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming a water that has been treated properly with the sodium hydroxide.
- 3) Vendor shall certify sodium hydroxide as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects. Evaluation shall be accomplished in accordance with requirements that are no less restrictive than those listed in ANSI/NSF Standard 60. Certification shall be accomplished by a certification organization accredited by the American National Standards Institute. Analysis shall be required on a spot check basis not to exceed one in four deliveries, at the cost of the vendor, or a certified analysis of the product may be provided on a regular basis if vendor can demonstrate they are performing quality control measures on a frequency and on samples that represent the quality of material Jupiter is receiving. Quality of sodium hydroxide shall be diaphragm grade. If the sodium hydroxide does not meet these specifications, the load will be refused at no expense to the Town.
- 4) Shipping is by bulk in accordance with applicable regulations. Bidder shall assure that each delivery truck is in A-1 mechanical condition conforming to ICC Spec. MC-310 and MC-311 for Sodium Hydroxide a hazardous chemical and will have the following:
 - a) A capable driver trained in the proper handling of sodium hydroxide and the use and operation of the equipment. Certification of training. Extreme care should be taken when handling sodium hydroxide in liquid form. Workers (drivers) trained in the handling are expected to wear proper protective clothing, goggles, and face shields. Observation of drivers performing this duty with disregard to safety procedures will not be tolerated on Jupiter Facilities.
 - b) Upon entering the Jupiter Facility, the driver is required to observe all safety policies, rules and approved standard operating procedures. Means of identification on the vehicle shall be required and net weight of liquid contents shall be with certified scales readings. These shall be provided to the Jupiter

Utilities plant operator on duty prior to any attempt to make delivery. The typical quantity of delivery is 3000 to 3500 gallons and is off-loaded by compressed air supplied by Jupiter Utilities at the storage tank site.

- c) The supplier shall supply all necessary connectors and hoses required to off load the sodium hydroxide shipment into the Town's bulk storage tank.
- 5) Successful vendor shall provide their Standard Operating Procedures for their drivers to the Utilities Facilities Manager prior to the first delivery. A copy of the current Standard Operating Procedures for Jupiter Utilities shall be provided to the successful bidder prior to the first delivery. All procedures shall be reviewed for acceptance and in compliance with the provisions of OSHA, Subpart H, 1910.119, titled "Hazardous Materials".
- 6) Jupiter Utilities will provide the latest information on the facilities OSHA 1910.120 Hazard Communication Program to the successful bidder. The vendor shall provide a list of approved drivers with their training record kept current and a copy of their driver's license. The approved drivers list shall be maintained current.
- 7) The supplier of this product shall provide the most up to date version of the MSDS sheet.
- 8) The supplier of this product shall provide safety training to all water plant personnel on plant site at least once per year as arranged by Jupiter Utilities.
- 9) DELIVERY: Town of Jupiter Water Treatment Facility, 17403 Central Blvd, Jupiter, FL 33458.
- 10) To be bid F.O.B. Delivered to Jupiter Water Treatment Facility.
- 11) Escalation/de-escalation for freight will be permitted under this contract. The request must be made in writing, to the Town, at least 30 days prior to the rate becoming effective. Proof justifying the change of rate shall be furnished with the written request.
- 12) No escalation will be permitted for an increase in chemical costs for the duration of the contract.