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BID SPECIFICATION PACKAGE

for

**PURCHASE OF SULFURIC ACID WITH
TELEMETRY PROGRAM**

C 133986

Bid Opening Date/Time

Tuesday, September 17, 2024 at 2:00 p.m.
City of Grand Island, City Hall
100 East 1st Street, P.O. Box 1968
Grand Island, NE 68802-1968

Contact Information

Scott Sekutera
City of Grand Island – Utilities Department
Platte Generating Station
Email: ssekutera@giud.com
Phone: 308/385-5496

Date issued: September 3, 2024

**ADVERTISEMENT TO BIDDERS
FOR
PURCHASE OF SULFURIC ACID WITH TELEMETRY PROGRAM
FOR
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for Purchase of Sulfuric Acid with Telemetry Program will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until **Tuesday, September 17, 2024, at 2:00 p.m. local time**, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall City Clerk's Office located on 1st floor of City Hall. **Submit an original and one copy if submitting by mail.** Bid package and any Addendas are also available on-line at www.grand-island.com under Business-Bids and Request for Proposals-Bid Calendar under the bid opening date. Bidding documents, plans and specifications for use in preparing bids may be downloaded from the QuestCDN website www.QuestCDN.com for a \$42.00 fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. **Bids received after the specified time will not be considered.**

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his/her bid for a period of thirty (30) days after date of bid opening.

Jill Granere, City Clerk

Advertised

(All bids must be submitted on this form)

PURCHASE OF SULFURIC ACID WITH TELEMETRY PROGRAM BID DATA FORM

CITY OF GRAND ISLAND
GRAND ISLAND, NE

The undersigned Bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide FOB the City of Grand Island, freight prepaid, Sulfuric Acid with telemetry program at the following price for the term beginning **October 1, 2024** through **September 30, 2025** with the option to extend a second year.

Specification

All Sulfuric Acid furnished shall conform to the following specifications:

- STRENGTH (%H2SO4)	Low Limit - 93.19	Upper Limit - 94.50
- IRON (FE) ppm	Low Limit - (-)	Upper Limit - 50
- Specific Gravity	Low Limit - 1.8354	Upper Limit - (-)

Bid Price

Delivered Unit Price Bid: \$ _____ per pound of sulfuric acid delivered to and placed into the plant's bulk sulfuric acid storage system within 24-48 hours after receipt of order. No adjustment will be made in the "Delivered Unit Price Bid" if the actual quantity ordered varies from the estimated quantity needed.

Sales Tax \$ _____

Annual Total Estimated Sulfuric Acid Cost \$ _____

Telemetry program Cost \$ _____

Bidder's Certification

The undersigned bidder hereby certifies that the Sulfuric Acid quoted above is in accordance with all specifications and requirements defined herein. All chemical costs should be submitted as delivered pricing per ton and shall provide the exact delivered amounts per ton.

(Date)

Bidder Company Name

Company Address

City

State

Zip Code

(Signature)

Telephone Number

Email Address

Exceptions Noted - Bidder acknowledges there are *Exceptions* and/or *Clarifications* noted to the above bid, and those exceptions are fully explained on a separate sheet, clearly marked, and included with the Bid.

*** If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.**

According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:

Nebraska law provides a sales and use tax exemption on contractor labor charges for the construction, repair, or annexation of any structure used for the generation, transmission, or distribution of electricity. Separately stated contractor labor would be exempt, all materials are taxable according to the contractor's option.

Option 1 (Section 1-017.05)_____ Option 2 (Section 1-017.06)_____ Option 3 (Section 1-017.07)_____

If the Nebraska sales and use tax election is not filed or noted above, the contractor will be treated as a retailer under Option 1 for sales and use tax purposes.

Note: If Bidder supplies individual unit pricing information as supplemental pricing to the base material and labor cost above, said individual pricing is proprietary information and should not be released under a public records request. The total base bid is not considered proprietary information and will be released pursuant to City Procurement Code.

The City reserves the right to reject any bid section(s) submitted by the successful bidder. In submitting the bid, it is understood that the right is reserved by the City to reject any and all bids; to waive irregularities therein and to accept whichever bid that may be in the best interest of the City. It is understood that this bid may not be withdrawn by the bidder until after thirty (30) days from bid opening.

Insurance: Bidder acknowledges that their bid includes compliance with the attached insurance requirements.

End of Bid Data Form

REQUEST FOR BIDS - GENERAL SPECIFICATIONS

The Bid shall be in accordance with the following and with all attached BID DATA and DETAILED SPECIFICATIONS.

All prices are to be furnished and installed FOB, Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.** * If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Mailed bids shall include the following on the **outside** of the mailing envelope: **“Purchase of Sulfuric Acid with Telemetry Program”**. All bids submitted by mail must include **an original and one copy** of the bid. The bid specification and on-line bidding forms are also available at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and “Click here for bid document link” through QuestCDN for a \$42.00 fee. If submitting through QuestCDN, **one** original document of the bid is required to be uploaded. No verbal bids will be considered. All sealed bids are due no later than **Tuesday, September 17, 2024 at 2:00 p.m. local time.** to:

Mailing Address: City Clerk
City Hall
P. O. Box 1968
Grand Island, NE 68802-1968

Street Address: City Clerk
City Hall
100 E. First Street
Grand Island, NE 68801

Bids will be opened at this time in the City Hall City Clerk’s Office located on 1st floor of City Hall. Any bid received after the specified date will not be considered.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

The equipment and materials must be new, the latest make or model, unless otherwise specified. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment or material which does not meet the City's requirements will be returned at vendor's expense for correction. The invoice will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

Successful bidder shall comply with the City's insurance requirements; All bids shall be valid for at least thirty (30) working days after the bid deadline for evaluation purposes.

All bids must be on the bid form and must be signed and dated to be accepted. If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Scott Sekutera at 308-385-5495 or email ssekutera@giud.com for questions concerning this specification.

Detailed Specification Purchase of Sulfuric Acid with Telemetry Program

SCOPE: The City of Grand Island Utilities is accepting bids for the purchase of Sulfuric Acid and installation of a Telemetry monitoring program at Platte Generating Station.

LOCATION: Platte Generating Station is located at 1035 West Wildwood Drive, in Grand Island, Nebraska.

SPECIFICATIONS: All Sulfuric Acid furnished shall conform to the following specifications:

- STRENGTH (%H ₂ SO ₄)	Low Limit - 93.19	Upper Limit - 94.50
- IRON (FE) ppm	Low Limit – (-)	Upper Limit - 50
- Specific Gravity	Low Limit – 1.8354	Upper Limit - (-)

A Telemetry program will be included to monitor real-time sulfuric acid inventory and transmit information. This program will facilitate automated replenishment, eliminating manual measurements and emergency delivery requests.

DELIVERY: Delivery shall be made to the plant's bulk sulfuric acid storage system located on the plant site at 1035 W. Wildwood Drive, two (2) miles south of Grand Island, Nebraska. The sulfuric acid shall be delivered F.O.B. at the plant site during normal business hours of 7:00 AM – 3:00 PM within 24-48 hours after receipt of order.

QUANTITY: The quantity of sulfuric acid required will vary depending on operating conditions, equipment conditions, and unit outage schedules. In the past, the quantity required has varied in range from 3,000 to 5,000 gallons per month. This quantity is noted to assist the contractor in bidding and is not guaranteed.

TERMS: **October 1, 2024** through **September 30, 2025** with the option to extend a second year.

PRICING: A firm delivered price is requested for sulfuric acid per pound for a one (1) year term from October 1, 2024 to September 30, 2025 with the option to extend a second year. The Contractor may bid a firm delivered price, which is preferred, or include details of how the price will be escalated. The firm delivered price shall be delivered to and placed into the plant's bulk sulfuric acid storage system within 24-48 hours after receipt of order. No adjustment will be made in the "Delivered Unit Price Bid" if the actual quantity ordered varies from the estimated quantity needed. Sales tax is to be included in the bid.

Include the Annual Total Estimated Sulfuric Acid Cost. Vendors providing a telemetry program must provide the cost to install and maintain said telemetry program.

CONTACT: Questions regarding this specification may be directed to Scott Sekutera or Rob Zobel at 308-385-5496.

INSURANCE REQUIREMENTS: Contractor agrees to the terms of the City's Insurance Requirements attached.

MINIMUM INSURANCE REQUIREMENTS
CITY OF GRAND ISLAND, NEBRASKA

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
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3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. ADDITIONAL REQUIREMENTS

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Bidder cannot have the "endeavor to" language stricken, the Bidder may elect to provide a new certificate of insurance every thirty (30) days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**