



Working Together for a
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SPECIFICATION PACKAGE

for

PURCHASE OF COOLING TOWER CHEMICALS

Bid Opening Date/Time

Thursday, December 19, 2013 @ 2:00 p.m. local time
City of Grand Island, City Hall
100 East 1st Street, P.O. Box 1968
Grand Island, NE 68802-1968

Contact

Emily Muth
City of Grand Island – Utilities Department
Platte Generating Station
308/385-5495

Date issued: December 2, 2013

**ADVERTISEMENT TO BIDDERS
FOR
PURCHASE OF COOLING TOWER CHEMICALS
FOR
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until Thursday, December 19, 2013 at 2:00 p.m. local time for Purchase of Cooling Tower Chemicals, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall Council Conference Room #1 located on 1st floor of City Hall. Submit an original and three copies. Bid proposal package and any Addendas are also available on-line at www.grand-island.com under Business-Bid Calendars. Bids received after the specified time will be returned unopened to sender.

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.

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City Treasurer in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into an agreement within fourteen (14) days at the bid price if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

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.

RaNae Edwards, City Clerk

**Advertised
Grand Island Independent**

(All bids must be submitted on this form)

PURCHASE OF COOLING TOWER CHEMICALS 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, at the following price:

Vendor Product Name

Primary Active _____

Dosage Necessary in Cooling Tower (PPM) _____

Cooling Tower Cycles of Concentration _____

Annual Cooling Tower Product Used (Gallons) _____

Package Type Tote Gallons

Package Volume (gallons) _____

Specific Gravity (lb/gal) _____

Leadtime required for product delivery (days) _____

Bid Price

Delivered Unit Price Bid: \$ _____ per pound of solution delivered to and placed into the existing City of Grand Island solution tank, including sales tax of 7%. No adjustment will be made in the "Delivered Unit Price Bid" if the actual quantity ordered varies from the estimated quantity needed.

Annual Total Estimated Cooling Inhibitor Cost \$ _____

*** 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 7.0% 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.

CHECKLIST FOR BID SUBMISSION
FOR
PURCHASE OF COOLING TOWER CHEMICALS

Bids must be received by the City Clerk before 2:00 p.m. on Thursday, December 19, 2013.

The following items must be completed for your bid to be considered.

- A signed original and three copies of the bidding documents.
- A reference list of at least three projects of similar scope and complexity. These references shall consist of customers who currently are using, or recently have used, the solution as named on the Bid Form that is being proposed by Bidder on a continuous basis for a minimum of 3 years.
- A summary of the experience of the service supervisor proposed for this project.
- Firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- A detailed description of the solution proposed.
- Acknowledgment of Addenda Number(s) _____.
- Bidders must complete and sign the Bid Data Form provided in these Documents. All blank spaces must be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data Form.
- A certified check, cashiers check or bid bond in a separate envelope attached to the **outside of the envelope containing the bid**. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened.

Please check off each item as completed.

Company

Signature

Telephone No. _____

Fax No. _____

INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION.

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in these Documents.

2. TYPE OF BID.

Bidders shall be required to submit prices for all items listed in the Bid Data Form.

3. PREPARATION OF BIDS.

Bidders shall use only the Bid Data Form provided in these Documents. All blank spaces in the Bid Data Form, must be filled in, preferably in BLACK ink, in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

Prices stated shall be f.o.b. with freight and full insurance paid by Bidder, to the job site located in Grand Island.

The Bidder shall acknowledge receipt of all addenda in the Bid Data Form. Bids received without acknowledgement or without the Addendum enclosed will be considered informal.

4. SUBMISSION OF BIDS.

All Bids must be submitted intact with the correct number of copies no later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Bids must be made on the Bid Data Form provided here in. Each Bid must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

5. BID SECURITY.

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank which is insured by the Federal Deposit Insurance Corporation, or a bid bond issued by a Surety authorized to issue such bonds in the state where the Work is located, in the amount of five (5) percent of the bid amount payable to OWNER. This bid security shall be given as a guarantee that the Bidder will not withdraw his/her Bid for a period of thirty (30) days after bid opening.

The Attorney-in-Fact that executes this bond in behalf of the Surety must attach a notarized copy of his/her power of attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

6. RETURN OF BID SECURITY.

Within fifteen (15) days after the award, the OWNER will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the contract. All other retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and guarantees which have been fortified, will be returned to the respective Bidders whose Bids they accompanied.

7. BASIS OF AWARD

The award will be made by the OWNER on the basis of the Bid from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER. All Bids will be considered on the following basis:

Conformance with the terms of the Bid Documents.

Bid price per gallon.

Suitability to project requirements.

Delivery cost and time.

Responsibility and qualification of Bidder.

The OWNER reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Bids.

8. TIME OF COMPLETION.

The time of completion of the Work to be performed under this Contract is the essence of the Contract. The time allowed for the completion of the Work is stated in the Detailed Specification.

9. GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

10. FISCAL YEAR

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

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 7.0% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Bids shall include the following on the **outside** of the mailing envelope: **“Purchase of Cooling Tower Chemicals”**. All sealed bids are due no later than **Thursday, December 19, 2013 at 2:00 p.m. local time**. Submit **an original and three copies** of the bid 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
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Bids will be opened at this time in the City Hall Council Conference Room #1 located on 1st floor of City Hall. Any bid received after the specified date will not be considered. No verbal bid will 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.

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City Treasurer in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the Bidder and the entering into an agreement within fourteen (14) days at the bid price if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. **Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

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. Please contact Emily Muth at 308-385-5495, for questions concerning this specification.

PURCHASE OF COOLING TOWER CHEMICALS DETAILED SPECIFICATIONS

SUMMARY

Program Design and Operating Objectives.

The Contractor shall provide a treatment product in accordance with all specifications and requirements defined herein and in all other purchase order documents. Contractor shall supply, on a timely basis, a single blended cooling tower treatment product that meets the specified guidelines in the cooling tower listed below. No substitution of products after bidding is allowed, and any additional components will not be allowed post bid to increase the cost of the program.

Bid is for **Chemical treatment only** and should not include any service other than what is outlined below.

Treatment product is to be delivered by a compartmentalized bulk truck OR totes. Pricing for each option is requested. Deliveries shall be within ten (10) calendar days after receipt by the Bidder of an order from the City via facsimile or e-mail to be followed by an original signed hardcopy order. Bidder shall submit a certification with each truck load that the solution delivered complies with all requirements of this specification and treatment characteristics listed on the Bid Form by the Bidder.

BID PROPOSAL

Bidders are expected to develop estimates for annual consumption based on the information provided in the System Summary. This information will be needed for the worksheets. **ALL CHEMICAL COSTS SHOULD BE SUBMITTED AS DELIVERED PRICING PER POUND.**

The bidder shall provide the exact delivered amounts per gallon and per pound (lb) and product specific weights (specific gravity) so conversions can be calculated to determine consumption rates of each product. All chemicals must be identified by name, specific product code, and ingredients.

A valid bid requires the worksheet to be filled out in its entirety in the same format as shown in this bid and all requested information be provided.

The Contractor shall provide all required solution for a period of **one year** beginning **January 1, 2014**. The actual quantity of solution required and purchased will be based solely on the actual quantity of water treated during the contract period.

Platte Generating Station will accommodate plant tours, appropriate technical documentation, and sufficient information on plant systems in an effort to allow the Bidder to complete an accurate and comprehensive cooling water treatment bid.

The water treatment proposal should be comprehensive and must include the treatment strategy for all of the cooling related systems at the plant. The bid must include the supply and installation of any chemical tanks, injection pumps, and metering equipment other than those currently on site to properly treat the systems. The bid should outline the chemicals being used, expected usage rates, target control ranges, and necessary testing procedures.

For the cooling system, there are certain requirements that must be followed in regards to both treatment methods and control specifications. The attached specification delineates these requirements along with guidelines that should be followed in terms of plant environmental, safety, and contractual limitations.

TRAINING

Contractor shall provide, at no additional cost, initial training to plant personnel. Training must include the following:

- Water treatment strategy
- Testing and analysis of various streams
- Response to out-of-range situations
- Environmental aspects
- Safety Overview

WATER TREATMENT CHEMICAL SPECIFICATIONS

COOLING WATER SYSTEM

Avg Tower Makeup rate	805gpm
Avg Blowdown rate	302gpm
Design Recirculation rate	55,000gpm
Average delta T	10°F
Avg Conductivity	2275 uS
Avg pH	7.7

- Control Ranges
 - pH As recommended
 - Chlorine/Halogen 0.2 to 0.4 ppm free
 - Conductivity As recommended to maximize cycles
 - Copper No azole needed
 - Phosphate As recommended
 - Polymer As recommended
 - Corrosion Rates < 2 mils/yr for carbon steel, < .2 mils/yr for yellow metals
 - No scale formation in system

WATER ANALYSES

	Tower	Well
pH	7.52	7.34
Conductivity, µmho	2157	949
M-Alkalinity, as CaCO ₃ , mg/L	98	232
Calcium Hardness, as CaCO ₃ , mg/L	723	315
Magnesium Hardness, as CaCO ₃ , mg/L	252	114
Iron, as Fe, mg/L	<0.05	<0.05
Copper, as Cu, mg/L	<0.05	<0.05
Zinc, as Zn, mg/L	<0.05	<0.05
Sodium, as Na, mg/L	135	43
Potassium, as K, mg/L	17	6.5
Chloride, as Cl, mg/L	88	38
Sulfate, as SO ₄ , mg/L	910	185
Nitrate, as NO ₃ , mg/L	130	53
Ortho-Phosphate, as PO ₄ , mg/L	2.4	<0.50
Silica, as SiO ₂ , mg/L	59	25

ENVIRONMENTAL PERMIT LIMITS

pH	6.00 – 9.00
TDS	3000ppm
F-Cl	<.05ppm
Zn	<1ppm
TSS	100ppm

Other permitted limits can be reviewed, if needed.

- Guidelines (Minimize personnel handling of material)
 - ❑ Current chlorination method: Fully automatic gaseous chlorine system
 - ❑ Primary protection chemicals are fed based on testing results. pH is controlled through an automatic, continually monitored acid injection system.
 - ❑ System corrosion and fouling rates monitored via coupons and tests supplied by Contractor. Coupon rack is provided by Owner.

INVENTORY

Contractor shall supply the proper Safety Data Sheets (SDS) for all chemicals supplied to the site.

BID SUBMITTAL REQUIREMENTS

All Bidders shall submit the Bid Form provided with these specifications. All blanks, information requested, and calculations required on the Bid Form shall be completed by the Bidder. The Bid Form shall be signed by an officer of the Bidder's company or the Bid Form shall be accompanied by an authorization from the Board of Directors for the person to sign the Bid Form and thereby obligate the Bidder to comply with all terms and conditions of these Detailed Specifications, and the City of Grand Island General Specifications.

Please address the following topics in your bid:

- ❖ Chemical Delivery
 - Trucks Vendor Owned or Common Carrier
 - Necessary Order Lead Time
 - Maximum and Minimum Order Quantity for Bulk Deliveries
 - Maximum and Minimum Order Quantity for IBC Deliveries
 - Spill Prevention Equipment Available on Truck

- ❖ Testing Program (address for each chemical)
 - Testing Required
 - Additional Testing Equipment Required (corrosion probes, coupons, etc.)
 - Recommended Control Parameters
 - Recommended Testing Frequency
 - Vendor Testing Support
 - Corrosion Monitoring – General and Pitting
 - Method
 - Frequency

- ❖ Technical Support
 - Lead Time to Implement Program
 - Initial Start-Up Schedule and Support
 - Safety
 - SDS Sheets for Each Chemical Proposed
 - Note any Special Handling Requirements
 - Highlight any Hazards Associated for Each Chemical Proposed

- ❖ Calculations
 - Provide detailed examples and explanations of all calculations used
- ❖ Terms
 - Pricing Structure for One-year with option to renew for an additional year
 - Duration of Fixed Pricing and Escalation Methods
 - Freight Charges
 - Billing terms
- ❖ References
 - Number of clients Served in This Region
 - Number of clients using proposed treatment
 - Clients willing to be contacted
- ❖ Quality Statement
 - Quality control procedures
 - Manufacturing standards
 - Quality of mixing water (DI or better water is a requirement for all product mixing)
 - Storage and estimated shelf life (if temperature, sunlight or environment require different storage capabilities, please specify storage needs)
 - A Certificate of Analysis (COA) shall be provided with each delivery and compared to chemical specification to ensure compliance.
- ❖ Exceptions or Deviations

Sample. Bidder shall make available, upon request, a one (1) gallon sample of the proposed solution prior to bid award.

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.**