



**INVITATION FOR BID
WATER AND WASTEWATER TREATMENT CHEMICALS
BID NO. 5501-2324-BA**

August 18, 2023

Emailed **SPECIFICATION RESPONSES** to purchasing@fortsmithar.gov, subject to the specifications and conditions contained herein, will be received by the Purchasing Department of the City of Fort Smith, no later than **12:00 noon CDT on Wednesday, September 6, 2023**. **DO NOT SUBMIT PRICING WITH YOUR RESPONSE**. Pricing will be done **EXCLUSIVELY ONLINE** for the provision of various water and wastewater treatment chemicals for the City of Fort Smith. **The online event will be held at 10:00 AM CDT on Tuesday, September 12, 2023.**

No bid may be withdrawn after the online bid has ended for thirty (30) calendar days, with the exception that a bidder shall give notice in writing of his/her claim of right to withdraw the bid within two business days after the conclusion of the online bid event.

To be considered, your response must be submitted on this Invitation For Bid document ("**IFB**") and you may bid on any or all chemicals in this IFB. Each chemical will be awarded separately. This IFB does not require any bidder to submit an "all-or-nothing" bid. The City anticipates awards to multiple suppliers. Do not submit pricing at this time.

Please note that any specification response received after the announced time and date for submittal, whether by mail or email, will be rejected. For all mailed and hand delivered responses, bidders are responsible for ensuring that their response is dated and stamped by Purchasing Department personnel before the deadline indicated. **Late response received will be so noted in the bid file and will not be opened.**

Nothing herein is intended to exclude any responsible bidder or in any way restrain or restrict competition. Any manufacturer's name, trade name, brand name or catalog number used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand(s) which meet or exceeds the quality of the specifications listed and approved by the City of Fort Smith Purchasing Department. All items shall be bid FOB (all locations), Arkansas and delivered to the appropriate location(s) as indicated in this IFB.

INVITATION FOR BID NO. 5501-2324-BA WATER AND WASTEWATER TREATMENT CHEMICALS

Bid Requirements:

- ◆ All specification responses shall be emailed to: purchasing@fortsmithar.gov. The subject line should be as follows: “Vendor name - Bid No. 5501-2324-BA”
- ◆ If you are bidding on select chemicals, simply email JUST the items you are bidding on.
- ◆ Arkansas Sales Tax is **not** to be included in the bid price on **any** of the chemicals.
- ◆ All prices quoted shall be effective upon award through Sept. 30, 2024.
- ◆ A copy of the 2022-2023 bid tabulation is attached.
- ◆ An electronic business card and an email address of the individual responsible for completing the bid or is an approved representative of the company shall be included in the email.
- ◆ If not bidding but wish to remain on the City’s bidder’s list, please respond by submitting a letter of intent or an email to purchasing@fortsmithar.gov. Otherwise, we will assume you wish your company be removed from the City’s bidder’s list.
- ◆ All bids shall be submitted in accordance with the enclosed specifications.
- ◆ If you should have any questions regarding the chemical specifications, please contact Mr. Rahul Thukral, Deputy Director of Operations at 479-494-3908 or Mr. Jonathan Shipley, Treatment Program Manager, at 479-784-2331, or as directed with the corresponding chemical.
- ◆ In an effort to update and maintain our records, please fill out the enclosed Bidder Information Sheet (Page 18) and submit it with your bid packet. Additionally, if there are personnel, email and/or mailing address changes, it is **YOUR** responsibility to let us know prior to the next year’s bid release.
- ◆ If necessary, addendums will be issued and provided to all approved bidders.
- ◆ The Water and Wastewater Treatment Plants referenced in this IFB are at the following locations:
 - **Lee Creek Water Treatment Plant (24/7)**
2425 Pine Hollow Road
Van Buren, AR 72956
Hours of operation: 24/7
 - **“P” Street Wastewater Treatment Plant (24/7)**
13 North “P” Street
Fort Smith, AR 72901

- Hours of operation: 24/7**

• **Massard Wastewater Treatment Plant (24/7)**
1609 9th Street
Barling, AR 72923
Hours of operation: 24/7
- **Lake Fort Smith Water Treatment Plant (24/7)**
2100 Lake Fort Smith Drive
Mountainburg, AR 72946
Hours of operation: 24/7
- **Sunnymede Wet Weather Treatment Facility**
6698 Grand Avenue
Fort Smith, AR 72903
Hours of operation: M-F 7:00 - 3:00
- **Zero Street Pump Station**
5601 Jenny Lind
Fort Smith, AR 72901
Hours of operation: M-F 7:00 – 3:00

PRICE ADJUSTMENTS FOR ANNUAL CHEMICAL BID (2023-2024)

A. Initial Contract Term

Initial contract term will be upon award through Sept. 30, 2024. The unit prices of all items purchased under this contract shall be firm for the quarter the contract term commences, along with the quarter immediately following (example: contract term begins September 8, therefore pricing would be firm for Q3 and Q4). Unit prices shall be inclusive of ALL costs. Surcharges of any type such as fuel, security, special handling, or the like, are not acceptable and shall not be imposed at any time during the applicable quarter. Current and/or anticipated applicable fuel costs, fees, surcharges, and ANY OTHER FEES should be considered and included in the quarterly quoted bid price. Thirty days prior to the commencement of a new quarter, price adjustments may be requested by either the Supplier or the City of Fort Smith (City).

B. Calendar quarters shall be:

- Q1 = January 1 through March 31
- Q2 = April 1 through June 30
- Q3 = July 1 through September 30
- Q4 = October 1 through December 31

C. Reasonable price changes based on market conditions and price or cost analysis may be requested after the initial two quarters of the contract period. The Supplier shall provide documentation satisfactory to the City of Fort Smith such as documented changes to the Producers Price Index (PPI) for the commodity, or a manufacturer's published modification of price change(s) in order for City staff to conduct an analysis. PPI information will be used from U.S. Bureau of Labor Statistics. The City will evaluate this information to determine if revising the price is considered fair and reasonable to the satisfaction of the City. Requests for any such

change are to be made in writing to the Purchasing Manager at purchasing@fortsmithar.gov. A written contract amendment will be issued by the City which will institute the price adjustment, provide the new prices and establish the effective date for the new prices to begin at the next quarter. No payment for additional products not stipulated in the IFB shall be paid without prior approval by the Purchasing Department of the City of Fort Smith. It is the Supplier's responsibility to keep all pricing up to date and on file with the City of Fort Smith. The Supplier shall give the Purchasing Department of the City of Fort Smith, (30) calendar days written notice prior to the effective date of the price increase. The City may cancel by individual line item or contract if the price increase request is not approved. All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to the City of Fort Smith retroactive to the effective date of the price reductions.

- D. If approved by the City, at its sole discretion, the new unit prices will then be firm for that quarter term of the contract period. Should the requested adjustment not be supported by the referenced index, the city may consider approving an adjustment on fully documented market increases.
- E. If the requested adjustment is not supported by the referenced index and the City does not otherwise approve an adjustment, pricing will remain at the previously agreed upon price and the contract will end at the current contract quarter and will be re-bid.
- F. Supplier may not ask for increases outside of the schedule outlined above.
- G. If the adjustment is calculated and the index pricing is down, Supplier agrees to decrease price accordingly.
- H. **FAILURE TO DELIVER**: In the event the Supplier fails to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Supplier responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies the City may have. The City reserves the right to deduct up to five percent (5%) from the total invoice for missed and late deliveries, or to deduct its expenses incurred due such as overtime, whichever may be greater, when such failures to perform are not due to extremes in weather or other conditions that are not reasonably foreseeable or within the control of the supplier. Such late penalty shall not be construed as the sole remedy for the supplier's failure to perform timely. Failure to deliver in accordance with bid specifications may lead to cancellation of contract.
- I. The successful Supplier shall provide the City of Fort Smith with an original certificate of insurance (faxes are not acceptable) naming the City of Fort Smith as the additional insured and so stated on the certificate with the bid name ("23-24 Treatment Chemicals"). It is the Supplier's responsibility to provide the City of Fort Smith with an updated Certificate of Insurance upon expiration of the original certificate. The successful Supplier shall provide said insurance within ten (10) calendar days after notification of award or the City reserves the right to rescind said award. Failure to provide adequate insurance coverage within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract. The Supplier must carry sufficient liability insurance and agree to indemnify the City against all claims of any nature, which might arise as a result of the contractors' negligence in operations or conduct of work while on City of Fort Smith property.

- J. All deliveries in bulk form (Truck Load Lots) shall be accompanied with a Certified Scale Weight ticket at time of delivery.
- K. A Certificate of Analysis shall be provided with each chemical delivery. The analysis shall be provided at no cost to the City of Fort Smith.
- L. Suppliers who wish to conduct chemical evaluations at the Lake Fort Smith WTP will have the opportunity to do so. The evaluation period will require a 30-day in plant evaluation before a chemical is qualified. Bench scale testing may be conducted at any time. The evaluation is for coagulants, flocculants and pH adjustment chemicals. The City will pay for 50% of the chemical cost associated with the evaluation. For information or to schedule an evaluation, contact Rhonda Gerig, Plant Supervisor at (479) 494-3470. Any products evaluated must meet NSF Standard 60 as required by the Arkansas Department of Health.
- M. Pursuant to Ordinance 50-15, please be advised that the City of Fort Smith has enacted a local purchasing preference of 5% to local vendors.
- N. The City reserves the right to accept, reject or negotiate any and all price increase requests.

WATER AND WASTEWATER TREATMENT CHEMICALS
City of Fort Smith Utilities Department

SPECIAL CONDITIONS FOR LIME AND FERRIC SULFATE

Reasonable stock shall be maintained by successful bidder on all items awarded to bidder.

In accordance with guidelines stipulated by the Arkansas Department of Health, “all chemicals for use in water treatment facilities shall be NSF Standard 60 approved. All vendors shall provide certification of NSF Standard 60 approval for any products included in the bid.” Failure to submit NSF Standard 60 documentation shall be basis for rejection of bid.

Delivery of materials shall be made at time requested by the City of Fort Smith. No deposit shall be charged on containers.

If any product delivered by the vendor(s) under this bid does not perform as per specifications, the City of Fort Smith reserves the right to terminate the bid and use the vendor with the next lowest bid and/or to rebid the desired item, or purchase material that will perform as per specifications from any vendor.

HYDRATED LIME

To meet AWWA standard b 202-77, or latest revision. Lime to be delivered in bulk form in truck load lots, and unloaded into bulk lime dispenser storage tanks. Certified Weight Tickets and Certificate of Analysis shall be provided with each delivery.

*Hydrated Lime \$**ONLINE ONLY** Per Ton*

Estimated annual usage: 450 Tons (total both plants)

Delivery Locations: Lee Creek Treatment Plant
 Lake Fort Smith Treatment Plant

Delivery Terms: 10 days or less

Company Name: _____

LIQUID FERRIC SULFATE

QUALITY:

The material shall be commonly known as Liquid Ferric Sulfate, a solution generally containing about 60% (percent) by weight of the dry-form ferric sulfate. Liquid Ferric Sulfate shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant materials.

LIQUID FERRIC SULFATE CHEMICAL REQUIREMENTS:

The material shall conform to AWWA B 406-92 or most current standard published by AWWA. The material shall conform to NSF 60, "Drinking Water Treatment Chemicals" and shall be certified by NSF as meeting this standard. The material shall contain less than 500 ppm chlorides and less than 100 ppm manganese. Liquid Ferric Sulfate shall contain not less than 12% water soluble ferric iron, except by agreement between the supplier and the City of Fort Smith. No additional payment will be made for any shipment of Liquid Ferric Sulfate which exceeds the 12 % minimum.

IMPURITIES:

The Liquid Ferric Sulfate supplied shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with ferric sulfate.

Liquid Ferric Sulfate shall not be a by-product from any other process or be manufactured using materials that are either by-products or waste products. Under this specification, Liquid Ferric Sulfate that is produced by a virgin material (naturally occurring ore) shall be the only materials accepted by this utility. Certified Weight Tickets and Certificate of Analysis shall be provided with each delivery.

To meet AWWA Standard B 406-92, or latest revision.

*Liquid Ferric Sulfate \$ONLINE ONLY Per Ton
No deposit shall be charged for cylinders*

Estimated annual usage: 80 Tons

Delivery Location: "P" Street Wastewater Treatment Plant (used as a coagulant)
Sunnymede Wet Weather Treatment Facility (used as a coagulant)

Delivery Terms: 10 days or less

Company Name: _____

POLYMER COAGULANT AID/SW-102 (For use in Water Treatment)

Polymer to be bid is for use in a drinking water production facility as a coagulant/settling aid, and as such, shall have NSF Standard 60 certification and be approved for use by the Arkansas Department of Health.

The polymer to be supplied shall be equivalent to Sweetwater SW-102 VHV, or approved equal. Polymers other than Sweetwater SW-102 VHV shall be considered only **after a 30 day** plant evaluation. The manufacturer/supplier shall provide all necessary materials, pumps, and technical service throughout the duration of the trial at no cost to the City. The City shall pay for 50% of polymer associated with the trial. A trial shall be considered successful if the product meets or exceeds the current performance levels of Sweetwater SW-102 VHV.

Bids shall be submitted on a price per pound basis delivered in 275 gallons (**returnable** 1 tote bin), returnable containers to the Lee Creek Treatment Plant. The low bidder shall provide any necessary operator training and shall have technical support personnel available to immediately respond to problems associated with coagulation and polymer feed.

Inadequate performance, as determined by operations personnel, shall cause any supplied polymer to be disqualified from future consideration or further use.

Plant evaluations may be conducted at any time during the year. For information or to schedule an evaluation, contact Mr. Rahul Thukral, Deputy Director of Operations at 479-494-3908 or Mr. Jonathan Shipley, Treatment Program Manager, at 479-784-2331. Be aware that the specifications require a 30 day in plant evaluation before qualification.

In accordance with guidelines stipulated by the Arkansas Department of Health, all chemicals for use in water treatment facilities shall be NSF Standard 60 approved. *All vendors shall provide certification of NSF Standard 60 approval for any products included in the bid. Failure to provide the certification documents with the bid may result in rejection of the bid.*

SPECIFICATIONS FOR SW-102 VHV

- Meet or exceed AWWA Standard B451-87 or latest revision
- Minimum 20% Active Poly-dadmac
- Specific Gravity 1.02-1.08
- Molecular WT. >300,000
- Viscosity >900
- Salt Content <0.5% as NaCl
- NSF Standard 60 Approved
- Certified Weight Tickets and Certificate of Analysis shall be provided with each delivery.

POLYMER COAGULANT AID/SW-102 (Cont.)

Polymer Coagulant Aid (SW-102) \$ONLINE ONLY Per Pound

Estimated annual usage: 60,000 pounds

Delivery Location: Lee Creek Water Treatment Plant

Delivery Terms: 10 days or less

Company Name: _____

**LIST OF QUALIFIED & APPROVED POLYMER COAGULANT AID/SW-102
VENDORS: 2023-2024 BID PERIOD**

- Brenntag SW
- Ecotech, Inc.
- Water Tech, Inc.
- CedarChem

**Aluminum Chlorhydrate Solution (CF-150 equivalent)
(For Use in Water Treatment)**

Chemical to be bid is for use in a drinking water production facility as a primary coagulant, and as such, shall have NSF Standard 60 certification and be approved for use by the Arkansas Department of Health.

The chemical to be supplied shall be equivalent to Sweetwater CF-150 (Aluminum Chlorhydrate) or approved equal. Chemicals other than Sweetwater CF-150 will be considered only **after a 30 day** plant evaluation. The manufacturer/supplier shall provide all necessary materials, pumps, and technical service throughout the duration of the trial at no cost to the City. **The City shall pay for 50% of the product associated with the trial.** A trial shall be considered successful if the product meets or exceeds the current performance levels of Sweetwater CF-150.

Bids shall be submitted on a price per pound basis delivered in bulk quantities to the Lee Creek Water production facility. The low bidder shall provide any necessary operator training and shall have technical support personnel available to immediately respond to problems associated with coagulation and polymer feed.

Inadequate performance, as determined by operations personnel, shall cause any supplied polymer to be disqualified from consideration or further use.

LIQUID CATIONIC COAGULANT/ALUMINUM CHLORHYDRATE (CF-150 Equivalent)

Plant evaluations may be conducted at any time during the year. For information or to schedule an evaluation, contact Mr. Rahul Thukral, Deputy Director of Operations at 479-494-3908 or Mr. Jonathan Shipley, Treatment Program Manager, at 479-784-2331. Be aware that the specifications require a 30 day in plant evaluation before qualification

In accordance with guidelines stipulated by the Arkansas Department of Health, all chemicals for use in water treatment facilities shall be NSF Standard 60 approved. *All vendors shall provide certification of NSF Standard 60 approval for any products included in the bid. Failure to provide the certification documents with the bid may result in a rejection of the bid.* Certified Weight Tickets and Certificate of Analysis shall be provided with each delivery.

SPECIFICATIONS FOR Aluminum Chlorhydrate Solution (CF-150)

- pH 3.5 - 3.7
- Components:
 - Aluminum Chlorhydrate - 50%
 - Water - 50%
- Specific Gravity - 1.34 (11.18 pounds per gallon)
- Clear, colorless liquid. Soluble in water
- NSF Standard 60 approved
- Certificate of Analysis shall be provided with each delivery

Deliveries shall be made in clean trailers suitable for use with potable water treatment chemicals. *In the event of a contaminated shipment, the vendor shall be responsible for immediate clean-up (if necessary) of City equipment and storage tanks and shall replace the chemical within a reasonable amount of time, as agreed upon by City staff. Certified Weight Tickets shall be provided with each delivery.*

Aluminum Chlorhydrate Solution (CF-150) \$ONLINE ONLY Per Pound

Estimated annual usage: 400,000 pounds

Delivery Location: Lee Creek Water Treatment Plant

Delivery Terms: 10 days or less

Company Name: _____

LIST OF QUALIFIED & APPROVED LIQUID CATIONIC COAGULANT/ALUMINUM CHLORHYDRATE (CF-150): 2023-2024 BID PERIOD

- Ecotech, Inc.
- Brenntag SW
- Chemtrade Chemical
- G2O Technologies
- Water Tech, Inc.
- Americhemm, LLC
- USALCO

SODIUM HYPOCHLORITE 10 PERCENT

Sodium Hypochlorite 10% \$ONLINE ONLY Per Gallon

Estimated annual usage: 15,000 gallons

Delivery Location: **Sunnymede Wet Weather Treatment Facility**

Delivery Terms: 10 days or less

Company Name: _____

POWDERED ACTIVATED CARBON

Carbon supplied shall conform to AWWA Specification B-604-05 or latest revision(s). (Product to be utilized in the water production facilities for taste and odor control.)

For the Lee Creek WTP:

- Carbon shall be supplied in bags weighing between 35 and 55 pounds (generally, two to four pallets per order)
- Moisture content shall not exceed 8%
- The density of the carbon shall not be less than 0.2 g/cc nor greater than 0.75 g/cc
- Not less than 90% of the carbon supplied shall pass a No. 300 sieve
- Minimum iodine number – 500

For the Lake Fort Smith WTP:

- *Carbon shall be Calgon WPH or approved equal.* Product shall conform to AWWA Standard B-604-05 and certified for use in potable water (NSF Standard 61). Carbon shall be delivered by bulk trailer. Trailers must be able to off load the product into storage silos.

Specifications:

Iodine Number 800 mg/g Minimum

Moisture as packed by weight – 8% Maximum

Screen Size by weight, US Sieve Series

Through 100 mesh 99% Min

Through 200 mesh 95% Min.

Through 325 Mesh 90% Min.

Certified Weight Tickets and Certificate of Analysis shall be provided with each delivery.

Powdered Activated Carbon \$ONLINE ONLY Per Pound Bags-Lee Creek

Powdered Activated Carbon \$ONLINE ONLY Per Pound Bulk-Lake Fort Smith

Estimated annual usage: 20 Tons (Lee Creek WTP) 60 Tons (Lake Fort Smith WWTP)

Delivery Location: Lee Creek Water Treatment Plant
Lake Fort Smith Water Treatment Plant

Delivery Terms: 10 days or less

Company Name: _____

CALCIUM NITRATE

Appearance & Odor:	Clear or light brown solution
Vapor Pressure: 20	Vapor Density (Air=1): 0.03
Boiling Point: (of solution) 220E	Melting Point: Not applicable
Specific Gravity: at 20E C 1.45	Solubility in Water: Complete
Volatile Percentage: (water) 40	pH: 4.0-7.5
Flash Point/method: None	Auto Ignition Temperature: None
Upper/Lower Explosion Limits:	N/A
Other: Apparent viscosity (cP)	1.84

SPECIAL CONDITIONS FOR CALCIUM NITRATE

- The material supplied shall be an aqueous solution of calcium nitrate (concentration of 66%) containing a minimum of 3.2 pounds of nitrate-oxygen per gallon and a minimum specific gravity of 1.45.
- The material shall be free of any objectionable odor-producing compounds.
- The pH of the material shall not be less than 4.0 nor greater than 7.5.
- The supplier shall provide delivery of the material within 72 hours of order placement.
- Material Safety Data Sheet for the material, showing the CAS number of the material.
- The material shall contain no hazardous substances as defined by both the Federal EPA's and State CERCLA lists.
- The material shall be delivered by tanker trucks in quantities of up to 6,000 gallons. The supplier shall be responsible for the safe, clean delivery of the material into the City's storage tanks. The supplier shall be responsible for any damage to the City's storage tank and feed system that is directly attributable to product quality or improper delivery practices. The supplier shall provide prompt clean-up of any spills made during delivery. Certified Weight Tickets and Certificate of Analysis shall be provided with each delivery.

Calcium Nitrate \$ONLINE ONLY Per Liquid Ton

Estimated annual usage: +/- 120 Tons

Delivery Location: Sunnymede Wet Weather Treatment Facility
Zero Street Pump Station

Delivery Terms: 10 days or less

Company Name: _____

SODA ASH (Dense)

Must meet AWWA Specification B201-08 or latest revision. Bulk deliveries via truck offloading into bulk storage silos at the Lake Fort Smith Water Treatment Plant, Mountainburg, AR. Product must be FMC Grade 260 Soda Ash or approved equivalent. Bulk density shall not be less than 60 lb/cu. ft.

Bid to be based upon price per ton delivered to the facility. Material to be supplied must be NSF certified for use in the treatment of drinking water. Certified Weight Tickets and Certificate of Analysis shall be provided with each delivery.

***Sodium Carbonate* \$ONLINE ONLY Per Ton**

Estimated annual usage: 911 Tons

Delivery Location: Lake Fort Smith Water Treatment Plant

Delivery Terms: 10 days or less

Company Name: _____

FLUROSILICIC ACID

The product bid shall:

1. Conform to and meet American Waterworks Association (AWWA) specification standard B703 or latest revision.
2. Contain **23 - 25%** fluorosilicic acid by weight and shall contain a maximum of one percent free acids (other than fluorosilicic acid), expressed as HF (hydrofluoric acid).
3. Be clean and free of visible suspended matter. It shall be water white to amber in color. The product shall be free and clean of impurities, including mineral or organic substances that may produce injurious effects on the health of those who consume water being treated with fluorosilicic acid. The product shall contain no more than 0.02% heavy metals. A copy of the laboratory analyses of contaminants shall be provided upon request.
4. Meet or exceed all NSF Standard 60 criteria for drinking water treatment chemicals- health effects. **NSF certification shall be supplied with the bid.**
5. Be manufactured of DOMESTIC MATERIAL ONLY.
6. Bidder shall provide a current Material Safety Data Sheets (MSDS) for the product to be provided under this IFB.

***Lake Fort Smith* \$ONLINE ONLY Per Ton**

***Lee Creek* \$ONLINE ONLY Per Ton**

Estimated annual usage and delivery locations: 124 Tons-Lake Fort Smith Water Treatment Plant
49 Tons-Lee Creek Water Treatment Plant

Delivery Terms: 10 days or less

Company Name: _____

FLUOROSILICIC ACID (Cont.)

DELIVERY

Fluorosilicic acid shall be delivered in bulk quantities. The Vendor shall be notified by telephone or email for requested deliveries. The Vendor shall make deliveries within five (5) days from date of order to the Lee Creek Water Treatment Plant, Lake Fort Smith Water Treatment Plant, or both. The City may require that truck loads be split between the Lee Creek and Lake Fort Smith treatment facilities. The Lee Creek bulk storage is 1,850 gallons and the Lake Fort Smith bulk storage is 3,000 gallons.

The Vendor shall ensure the product is delivered in clean containers/tanks and is free of contamination. If the stock is contaminated, the Vendor, at their own expense shall be liable for disposal of all contaminated material, clean-up of storage facilities, and full replacement of stock. The City reserves the right to reject any delivery that has been contaminated or does not conform to these specifications.

The Vendor is responsible for unloading to the bulk storage tanks. Shipment shall be made in trailers dedicated to the delivery of fluorosilicic acid. If the seller is not using dedicated trailers, a certificate of cleaning will accompany each shipment.

Payment of bulk deliveries shall be made for amounts delivered and determined by certified scale certificates.

- What product/formulation are you quoting? _____
- Does the product meet the NSF Standard 60? _____
- Does the product meet AWWA standards as specified herein? _____
- Where is the place of origin? _____
- From what *National Distributor* do you obtain your product? _____
- ◆ All deliveries in bulk form (Truck Load Lots) shall be accompanied with a Certified Scale Weight ticket at time of delivery.
- ◆ A Certificate of Analysis shall be provided with each delivery. The analysis shall be provided at no cost to the City of Fort Smith.

15% PERACETIC ACID SOLUTION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Peracetic Acid (PAA) Supplier shall be responsible for delivering 15% PAA to the final bulk storage destination at the Massard Water Reclamation Facility and the P Street Water Reclamation Facility in accordance with the specifications set forth herein. The PAA Supplier shall be responsible for providing and operating an unloading pump to transfer PAA to the storage tanks in accordance with procedures approved by the Owner.
- B. The PAA Supplier shall be responsible for the calibration of the PAA residual analyzers upon conducting the first delivery of PAA to the storage tanks at each facility.

1.02 SUBMITTALS

- A. General submittal requirements:
 - 1. Peracetic Acid Product Label
 - 2. Peracetic Acid Safety Data Sheet
 - 3. Supplier Qualification per 1.04

1.03 REFERENCE STANDARDS

- A. American Society of Civil Engineers (ASCE)
- B. American Society for Testing & Materials (ASTM)
- C. Occupational Safety and Health Association (OSHA)
- D. WEF Standard Methods for the Examination of Water and Wastewater
- E. Underwriters Laboratories (UL)
- F. International Building Code for wind loading (IBC)

1.04 SUPPLIER QUALIFICATIONS

- A. The PAA Supplier shall provide sufficient documentation to demonstrate safety track record, reliability of supply, and experience in bulk chemical distribution. As a minimum, the PAA Supplier shall provide the following information:
 - 1. Location of all hydrogen peroxide production facilities owned and operated by PAA Supplier
 - 2. Location of all PAA production facilities owned and operated by PAA Supplier.
 - 3. Location of all PAA distribution points used by PAA Supplier.
- B. In order to ensure reliability of supply, acceptable PAA Suppliers shall maintain at least two PAA production points within the United States. Preference will be given to PAA suppliers that also produce hydrogen peroxide, a key raw material in the production of PAA, to reduce risk of material shortages.

PART 2 PRODUCTS

2.01 PERACETIC ACID

- A. The PAA shall be USEPA registered as a wastewater and sewage effluent disinfectant for use in public treatment facilities. The registration shall reference the following active ingredients:
 - 1. 15% Peracetic Acid

15% PERACETIC ACID SOLUTION (Cont.)

- B. The product label shall include the USEPA Registration number, the USEPA Establishment number, a claim for use as disinfectant of wastewater in public treatment facilities, a list of physical and chemical hazards, a list of environmental hazards, a list of first aid measures, storage and disposal requirements, procedures for handling leaks and spills, and directions for use.
- C. The product label shall state that the product may be applied directly to the effluent wastewater discharged at any point in the treatment train.
- D. PAA solution shall be delivered in DOT approved containers designated to transport PAA.

PART 3 EXECUTION**3.01 PERACETIC ACID DELIVERY**

- A. The PAA Supplier shall deliver product per the following chemical schedule:

- 1. Chemical Schedule:

Equipment Numbers	Tank Capacity (GAL)	Avg. Active PAA Target Dose Rate (mg/L)	Avg. Plant Flow (MGD)	Peak Plant Flow (MGD)
TNK-7B01 (P Street WRF)	6,000	1.5	12	45
TNK-8G01 (Massard WRF)		1.5	10	23

- B. Shipment of PAA shall conform to all current regulations of the United States Department of Transportation and all other applicable regulatory agencies.
- C. The PAA Supplier shall be responsible for safely unloading PAA into the storage tank(s). The PAA Supplier shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The PAA Supplier shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The PAA Supplier shall take immediate and appropriate actions to neutralize and clean up any spilled PAA.
- D. The transporting equipment shall be clean and free of residue that may contaminate the PAA product or impede the unloading process. All appurtenant valves, pumps, and discharge hoses used for the delivery of the PAA shall be supplied by the PAA Supplier and shall be clean and free from contaminating material.
- E. All delivery vehicle drivers shall have a proper commercial driver's license with all required endorsements including a Hazardous Material endorsement.

15% PERACETIC ACID SOLUTION (Cont.)

- F. Bulk deliveries shall be made from a single tanker truck. Systems using manifolded tote delivery will not be accepted for bulk delivery.
- G. Upon completion of the first delivery to the bulk storage tank, the PAA Supplier shall be responsible for the calibration of the PAA residual analyzers.
- H. The date for the first delivery of PAA at each facility is unknown and is contingent upon when construction of the new PAA system at each facility has been completed. The facility operators will independently contact the PAA Supplier approximately 30 calendar days in advance of when the first PAA delivery will be needed. Each facility may have a different schedule on when they will need the first delivery of PAA. However, it is expected that first bulk delivery at each facility will be in the second half of 2021. Each facility will independently determine when additional PAA is needed, the amount of PAA that is needed, and will contact the PAA Supplier to arrange for delivery. The PAA Supplier shall provide a guaranteed maximum delivery time not to exceed 15 calendar days from when the facility operator placed the order. Deliveries will only be accepted on weekdays, except for holidays, between 7:00 A.M. and 3:00 P.M. (Holidays are: New Year's Day (observed), Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day (observed), Labor Day, Veteran's Day (observed), Thanksgiving Day, Day Following Thanksgiving Day, Christmas Eve (observed), & Christmas Day (observed)).

PART 4 MEASURE AND PAYMENT

- A. The measurement and payment of PAA as discussed in this Specification shall be at the contract unit price listed in the Supplier's proposal and shall include PAA, delivery of PAA to the PAA bulk storage tank sites, unloading of the PAA into the bulk storage tanks, and calibration of the PAA residual analyzers.

15% Peracetic Acid Solution \$ONLINE ONLY Per Pound

Estimated annual usage: Massard Wastewater Treatment Plant: 31,445 gal./yr. (303,130 lbs./yr.)
 "P" Street Wastewater Treatment Plant: 37,734 gal/yr. (364,000 lbs./yr.)

Delivery Location: "P" Street Wastewater Treatment Plant
 Massard Wastewater Treatment Plant

Delivery Terms: 15 days or less

Company Name: _____

Bidder Information Sheet
2023-2024 Chemical Bid

Name of Firm _____
Please print

Mailing Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Tax Payer I.D. Number _____

Email Address: _____

Authorized Signature: (Electronic is acceptable)

Print Name & Title: _____
I certify that I am an authorized representative of the above mentioned firm

****Please provide the ordering contact information ****

Contact Name 1: _____

Phone No. 1: _____

Email Address 1: _____

Contact Name 2: _____

Phone No. 2: _____

Email Address 2: _____

THIS FORM MUST BE COMPLETED AND
RETURNED WITH BID DOCUMENT



August 18, 2023

The City of Fort Smith, AR will be conducting an Electronic Sealed Bidding Event for Water and Wastewater Treatment Chemicals 2023-2024. The City of Fort Smith, AR has partnered with eBridge to host this bidding event on its Online Bidding Platform.

We request that you review the accompanying documentation for information pertaining to the specifications, the response requirements, milestones and deadlines, as well as, information on eBridge and the Electronic Bidding Process.

We thank you for your participation.

Sincerely,

Mr. Alie Bahsoon
Purchasing Manager
City of Fort Smith, AR

CONTACT INFORMATION

If you have any questions **regarding the specifications** or the Buyer's requirements for returning your response, please contact:

Mr. Alie Bahsoon
Purchasing Manager
623 Garrison Ave, Room 512
Fort Smith, AR 72901
abahsoon@fortsmithar.gov
(479) 784-2268

If you have any questions **regarding the electronic bid process**, please contact:

eBridge Business Solutions, LLC
Tara O'Bannon Redmon
10200 Forest Green Blvd., Suite LL1
Louisville, KY 40223
tara.obannon@ebridgeprocurement.com
(877) 245-8880



MILESTONE DATES

Milestone Date	Milestone	What It Is and What You Need To Do
Friday, August 18, 2023	Bid Opportunity	<p>An email invitation to respond to this opportunity.</p> <p>Click on the link provided to download all documents pertaining to this bid.</p>
Wednesday, September 6, 2023 by 12:00PM CT	Solicitation Response	<p>Deadline to submit your response, <u>EXCLUDING PRICING.</u></p> <p>Submit all information and documentation as requested. The Buyer will review and determine if you are approved to participate in the online event.</p>
Thursday, September 7, 2023	Formal Invitation Issued	<p>Formal approval from the buyer to participate in the pricing portion of the process.</p> <p>Follow instructions given in the Formal Invitation email.</p>
Friday, September 8, 2023	Training on eBridge Process	<p>Timeframe in which tutorials with eBridge will be scheduled and completed.</p> <p>Participate in a one-on-one training with an eBridge representative.</p>
Monday, September 11, 2023 by 2:00PM CT	Initial Bid Due	<p>Date by which all participants must place initial bid(s).</p> <p>Login to the eBridge platform and place your initial bid(s).</p>
Tuesday, September 12, 2023 at 10:00AM CT	Online Event	<p>Date and time the live online event will open.</p> <p>Login to the eBridge platform and participate in the live event.</p>



ELECTRONIC BID EVENT FORM

Must be completed via DocuSign or emailed to tara.obannon@ebridgeprocurement.com.

Suppliers approved to participate in the Online Event will be provided with a DocuSign version of this form.

The City of Fort Smith, AR will accept bids for Water and Wastewater Treatment Chemicals using an Electronic Sealed Bidding Process on Tuesday, September 12, 2023 at 10:00AM CT in accordance with the specifications and procedures available either with eBridge or The City of Fort Smith, AR. This Electronic Sealed Bidding Event has a preliminary end date and time of Tuesday, September 12, 2023 at 10:15AM CT plus any possible extensions.

The awarded supplier is obligated to pay a transaction fee to eBridge pursuant to the Terms & Conditions accepted upon placement of initial bid. The fee will be based on the final total purchase price assessed as three percent (3.0%) of the awarded price. The transaction fee is assessed on the final selling price.

AWARD OF CONTRACT: REJECTION OF BIDS – The Buyer reserves the right to (i) reject any, any part of, or all bids or proposals to fulfill The Buyer’s requirements, (ii) waive informalities and technicalities, (iii) negotiate directly with any party submitting a bid or proposal, or (iv) accept that bid or proposal which The Buyer deems to be in its best interest, whether or not it is the lowest dollar proposal. The Supplier to whom the award is made will be notified at the earliest possible date.

ACCEPTED BY:

COMPANY NAME DATE

CONTACT PERSON TITLE

PHONE NUMBER FAX

BILLING ADDRESS CITY ST ZIP

EMAIL ADDRESS AUTHORIZED REPRESENTATIVE SIGNATURE



IMPORTANT

The following document is included for your review and examination.

Electronic acceptance prior to placing your bid will be required.

EBRIDGE BUSINESS SOLUTIONS, LLC SUPPLIER TERMS AND CONDITIONS

READ THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE SELECTING "ACCEPT" OR "DECLINE" BELOW. BY SELECTING THE "ACCEPT" BUTTON, YOU WILL BE PERMITTED TO UTILIZE THE EBRIDGE BUSINESS SOLUTIONS, LLC ("EBRIDGE") INTERNET-BASED STRATEGIC SOURCING SOLUTION ("THE SOLUTION") FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ONLINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. BY SELECTING THE "DECLINE" BUTTON BELOW, YOU WILL BE DENIED ACCESS TO THE SOLUTION.

EBRIDGE BUSINESS SOLUTIONS, LLC ("eBridge") does not verify or validate any information provided or representations made by users of the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge eBridge, its employees, agents, officers and members make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from eBridge.

You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and eBridge is in no way a party to or responsible for the performance of such agreement. Therefore:

1) EBRIDGE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EBRIDGE FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY SELECTING THE "ACCEPT" BUTTON BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

- 1. Utilization.** You are granted a one-time, non-transferable, non-exclusive right to access the Solution through eBridge's website through the use of a password(s) and/or access code(s). Any subsequent rights to access the Solution will require you to accept a new Agreement eBridge reserves the right to terminate your access to the Solution or any or all of its services at any time, if eBridge shall determine, in its sole discretion, you have violated



any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination eBridge will notify you immediately.

2. Responsibilities of the Parties. Subject to the terms and conditions of this Agreement, eBridge will make available to you electronic access and use of the Solution, for you to participate in a one-time, online bidding event. eBridge will also provide such other assistance in the way of customer support and service as set forth in this Agreement. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. eBridge shall have no responsibility for ensuring sales of goods or services using this system will comply with such laws, ordinances, regulations, or policies. You, the supplier, in using the Solution, have the responsibility for the bid including, but not limited to, the following:

- Accepting the terms of use contained in the bid documents in advance
- Preparing and assuring the completeness of any bids, quotes, or proposals
- Submitting any bids, quotes or proposals electronically within established deadlines
- Maintaining with the buyer, the security and integrity of the sealed or open bid procurement process
- Participating in any pre-bid conference(s) and tutorial(s) for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of buyer contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

You also acknowledge that eBridge's role for procurement activities will include the following:

- Clarifying buyer needs and specifications to the supplier
- Assisting in the completion of comprehensive bid documents
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any pre-bid conference(s)
- Hosting the auction event and providing support during the event
- Publishing appropriate results to the users as well as obtaining feedback from participants

- 3. Conduit Services Only.** The Solution provides an Internet conduit through which you may communicate the availability of your goods and services to potential buyers, potential buyers may communicate their procurement needs to you and you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of this Agreement. eBridge makes no representation or warranty of any kind concerning the reputation, reliability or any other matter concerning participating buyers. You must conduct your own inquiries concerning the qualifications and reputation of buyers, and must look only to the buyers with whom you choose to transact business for performance of any agreements with them.
- 4. Buyer Representations and Warranties.** eBridge does not verify or validate the information provided by or any representations or warranties made by buyers on the Solution, and makes no representation or warranty of any kind to you concerning any buyer using the Solution. You shall look solely to the buyer with respect to any buyer-related information or representations and warranties and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from any buyer-related information or representations and warranties.
- 5. Coded Access.** The Solution is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. If you allow either your access code or password to fall into the hands of an unauthorized person, eBridge has no way of detecting unauthorized use of such codes or passwords and is not responsible for such unauthorized use of the Solution. **YOU MUST SAFEGUARD THE PASSWORDS AND ACCESS CODES.** Unauthorized users of the Solution may be subject to both civil and criminal prosecution under state and federal law.



6. **Availability and Operation of the Solution.** While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and neither you nor your business or agency will have any claim against eBridge as a result of any non-availability of the Solution at a particular time(s) or any failure of the Solution to operate as intended.
7. **Sole Remedy.** If you are dissatisfied with the functionality of the Solution or the services eBridge provides, your sole remedy is to cease using the Solution and/or services. YOU AGREE YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST eBridge RELATED TO YOUR USE OF THE SOLUTION. Without limitation of the foregoing, you waive any right you may have to claim or recover any special, incidental, exemplary, punitive, consequential or other damages (including but not limited to lost profits and business interruption).
8. **Virus.** eBridge shall not be liable for any harm that may be caused by the inadvertent transmission of any computer virus, worm, time bomb, logic bomb, or such other computer program transmitted through the Solution.
9. **Information You Provide.** You agree and warrant that any information you provide about yourself or your organization or your agents when registering to use the Solution or subsequent to registration, is accurate, current and complete and you will maintain and update that information to ensure that it remains true, accurate and complete. If eBridge suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your agency or business will indemnify eBridge against such claim or liability including costs and attorney fees incurred in defending against it.
10. **Security.** eBridge uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents are responsible for managing your internal security by safeguarding password(s) and establishing your own internal security procedures, as you would for paper-based procurements, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you shall immediately report the same to eBridge and a new password will be assigned for your use. However, perfect security does not exist on the Internet, and eBridge does not and cannot guarantee that information will remain secure.
11. **Fees.** The design, maintenance and operation of the Solution require substantial costs and investment incurred by eBridge. Thus, a transaction fee based on the total final purchase price stated upon award will be charged to the awarded supplier. Said fee will be assessed to the awarded supplier at the rate stated in the Electronic Bid Event Form. All fees are to be paid to eBridge by the awarded supplier in the following manner:
 - **Definitive Bids:** Payment is made once delivery is made to the buyer and awarded supplier is paid by the buyer
 - **Construction and Public Works Bids:** Payment is to be made in full to eBridge upon supplier's receipt of initial progress, first percentage completion or mobilization payment
 - **IDIQ (indefinite dates, indefinite quantity) Bids:** Payment will be made on monthly transactions based upon actual purchases made during the month. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures

Suppliers will ensure this transaction fee is included in every bid they submit before or during an auction. You further acknowledge any payment made by a buyer with respect to a sale in which you were the winning bidder, whether or not such payment is made directly to you or a third party, will cause you to be immediately liable to eBridge for the transaction fee. Because these fees are expected to be INCLUDED in your pricing, they shall not be delineated in your invoicing to the buyer.



Any and all subsequent orders resulting from this specific electronic bid for like equipment, services or materials are subject to these terms and conditions.

- 12. Disclosures.** You acknowledge by using the Solution, you agree to provide to eBridge accurate and complete information regarding: (a) any agreement entered into by you with a participating buyer through any online bidding event conducted through the Solution, (b) the final price agreed upon between you and the participating buyer with respect to any product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through any online bidding event conducted on the Solution or through the Solution. You are to provide this information to eBridge immediately upon becoming aware of such information. eBridge relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.
- 13. Privacy Policy.** eBridge shall have the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. eBridge reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in eBridge's sole discretion, are unacceptable or in violation of this Agreement.

The information eBridge receives is determined by your activities when using the Solution. If you use the Solution to read or download information, eBridge collects and stores the following information about you: the name of the domain and host through which you access the Internet and the date and time you access the Solution. eBridge uses this information to measure the number of visitors to different sections of the Solution, so that eBridge can make the Solution more useful to visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, agency or company name, mailing address, email address and telephone).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. eBridge shall not be responsible for any loss or damage of any kind, nature or amount incurred as a result of any such disclosure to another user through the Solution. You may choose to send personally-identifying information to other websites you have linked to through the Solution. eBridge does not control the collection or use of this information, and makes no representations or warranties about the privacy or other policies of any other websites.

- 14. Reselling or Transfer.** You agree not to sell, transfer, or assign your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other agency or unauthorized person. If the Solution is used by another person using your access code or password, you will be responsible for and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from the use of your access code or password.
- 15. Access to Internet.** You agree that in order to use the Solution you must: (a) provide and pay for your own access to the Internet, and (b) provide and pay for all equipment necessary for you to make the connection to the Internet.
- 16. Interference with Others.** You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.
- 17. Links to Other Websites.** The Solution may link you to other sites on the Internet. These links are provided for your convenience but the websites to which the links connect are not under eBridge's supervision or control. You acknowledge and agree that the linking of the Solution to other websites does not constitute any endorsement of such websites by eBridge, and eBridge shall not be responsible for the legality, accuracy or any other aspect of the operation or content of any websites to which links are provided.
- 18. Copyright - How You May Use the Content of the Solution.** The content of the Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies of the Content must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to



the material being copied. The Content may not be republished or reprinted in whole or in part. Except as authorized in this paragraph, you are not granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by eBridge and/or any third party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of eBridge, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of transactions using the Solution.

- 19. Framed Links.** You may not create framed links to the Solution without the prior written consent of eBridge.
- 20. Modification.** eBridge, in its sole discretion, has the right to modify this Agreement at any time. However, any such modification shall not affect the terms of any online bidding events already completed or in process. Any modification is effective upon either posting notice of such modification on eBridge's website or upon notice by mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.
- 21. Non-Circumvention.** You agree you will not, directly or indirectly, take any action which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once you electronically viewed or received a specific request for quotations from a buyer, you will not, directly or indirectly, enter into any agreement related to your quotations for this specific event with such buyer outside the Solution to include paper bids or verbal negotiation which would result in your failure to pay to eBridge the fee(s) set out in Section 11 hereof. You agree to maintain confidentiality between the buyer, you, your representatives, your company and its agents and suppliers and eBridge regarding the submission of quotations and subsequent pricing before and during the auction event.
- 22. Governing Law.** This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Buyer resides, without regard to or application of its conflict of laws principles.
- 23. Partial Enforceability.** If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.
- 24. Entire Agreement.** This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.
- 25. No Consequential Damages.** Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.
- 26. Headings.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

**City of Fort Smith Bid #09-15-22BA
2022-2023 Water & Waste Water Treatment Chemicals (Effective September 21, 2022 - September 30, 2023)**

Approved by Board of Directors on September 20, 2022 per Res. 150-22

Vendor	Hydrated Lime	Liquid Chlorine *	Liq. Ferric Sulfate	Potassium Perm.	SW-102 Polymer	CF-150 Polymer	Sodium Hypochlorite	Pow. Act. Carbon Lee Creek	Pow. Act. Carbon Lake Ft. Smith	Calcium Nitrate	Sodium Carbonate	Fluorosilicic Acid Lake Ft. Smith	Fluorosilicic Acid Lee Creek	Peracetic Acid Massard	Peracetic Acid P Street
2021-2022 Pricing	\$330.00	\$1,240.00	\$311.00	\$4.011	\$0.600	\$0.2800	\$2.900	\$0.839	\$0.803	\$510.95	\$504.00	\$594.00	\$741.00	\$0.622	\$0.622
Unit of Measure	Ton	Ton	Wet Ton	Pound	Pound	Pound	Gallon	Pound	Pound	Liquid Ton	Ton	Ton	Ton	Pound	Pound
AR Lime Co.	\$425.00 ✓														
BioSafe Systems														\$1.0842	\$1.0842
Brenntag Southwest		\$2,360.00 ✓			\$1.140	\$0.695	\$3.750 ✓	\$2.650	\$2.650	\$2,200.00	\$890.00				
Cabot Purification								\$1.600	\$1.320						
Carmeuse Americas	\$470.62														
Carus Corporation				\$4.449 ✓											
Chemtrade Chemicals			\$362.50 ✓			\$0.5500									
Donau Carbon								\$1.278 ✓	\$1.319 ✓						
Evonik Corporation														\$0.650	\$0.650
Enviro Tech Chemical														\$0.648 ✓	\$0.648 ✓
G2O Technologies LLC						\$0.5490 ✓									
Jacobi Carbons, Inc.									\$2.200						
Mississippi Lime Co	\$435.04														
Norit Americas Inc.															
Pencco, Inc.			\$596.00									\$784.00	\$1,280.00		
Thatcher Company Inc.										\$654.05 ✓	\$607.70 ✓				
Univar Solutions USA							\$5.525	\$1.290				\$780.00 ✓	\$850.00 ✓		
Water Tech, Inc.			\$363.25		\$0.910 ✓										
Incumbent	AR Lime	Brenntag SW	Chemtrade	Carus Corp.	Water Tech	USALCO	Brenntag SW	Donau	Donau	Thatcher Co.	Thatcher Co.	Univar	Univar	Enviro Tech	Enviro Tech

Price **Increase/(Decrease)** \$95.00 \$1,120.00 \$51.50 \$0.438 \$0.310 \$0.269 \$0.850 0.439 0.516 \$143.10 \$103.70 \$190.00 \$109.00 \$0.03 \$0.03

✓ Bid Award

* Negotiated price; approved by Ordinance 80-22