

City of Santa Fe
Invitation to Bid
BDD Water Treatment Chemicals
Agreement
ITB # 21/39/B
NIGP Commodity Code: 885

Bid Due Date and Time: June 10, 2021 2:00pm, MST

Bidder MUST complete as applicable and sign the following in order for the Invitation to Bid (Bid) to be valid (type or print clearly):

Company Name: DPC Industries, Inc. Address: 3501 2nd. Street SW Albuquerque, NM 87105
DBA (if applicable): _____
Co. Email: amos@dxgroup.com
Co. Phone No.: 505-877-3883
NM Gross Receipts Tax # (CRS) 02-131741-000 Federal Tax ID # 75-1481408

Payment terms: Net Thirty (30) Days, Net 30. Discount will not be considered in computing the low bid, see "Terms and Conditions"

F.O.B. Point must be Destination, unless otherwise indicated in the Invitation to Bid.

Contractor's Delivery: DPC Industries, Inc. (May be considered in the award)

Authorized Signature:  Print or type name: Alan Moss
Signatory Email: amos@dxgroup.com Phone No: 505-877-3883

* It is your responsibility as a bidder to ensure your bid is correct and accurate.

If you have any questions regarding this ITB please contact:

Procurement Specialist: **Jessica Chavez** Telephone: **505-629-8351** Email: **jjchavez@santafenm.gov**

No amendment will be issued later than three (3) days prior to the date for receipt of bids, except an amendment withdrawing the bids or one which includes postponement of the date for receipt of bids.

Amendment No. ___ Dated: _____ Amendment No. ___ Dated: _____

If applicable, Bidder acknowledges receipt of the following amendment(s):

Bids are subject to the "Terms and Conditions" shown on the attached pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this document.

**Terms and Conditions
(Unless otherwise specified)**

1. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or his/her designee approves a purchase document in response to the bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by Contractor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the CPO or his/her designee. No such assignment or transfer shall relieve Contractor from the obligations and liabilities under this order.

b. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City of Santa Fe (City) as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

4. **County Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at Contractor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The CPO or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. **Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** Price shall not include state gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by the Requesting Department.

10. **Packing, Shipping, and Invoicing:**

a. The City's purchasing document number and Contractor's name, Requesting Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The Requesting Departments' count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

b. Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be

rendered for each and every complete shipment.

c. Invoices must be submitted to the Requesting Department and NOT to the City Procurement Officer.

11. Default: The City reserves the right to cancel all or any part of this order without cost to the City, if Contractor fails to meet the provisions of this order and, except as otherwise provided herein, to hold Contractor liable for any excess cost occasioned by the City due to Contractor's default. Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of Contractor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery scheduled. The rights of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the CPO or his/her designee.

13. Nondiscrimination: Contractor doing business with the City must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. Penalties: Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: Pursuant to Section 13-1-158 NMSA 1978, within fifteen (15) days after the date the Requesting Department receives written notice from Contractor that the payment is requested for services, construction or items of tangible personal property delivered on site and received, the Requesting Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the Requesting Department finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt or written notice from Contractor that payment is requested, provide to Contractor, a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with the details of how Contractor may proceed to provide remedial action. Upon certification by the Requesting Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to Contractor at the rate of one and one half percent (1 ½%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to Contractor within five (5) working days of receipt of funds from that funding agency.

17. Workers' Compensation: Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. **Contractor Personnel:** Personnel proposed in Contractor's written bid to the Requesting Department are considered material to any work performed under this Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by Contractor without prior written consent of the Requesting Department. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Requesting Department shall retain the right to request the removal of any of Contractor's personnel at any time.

20. **Subcontracting:** Contractor shall not subcontract any portion of the Agreement without the prior written approval of the Requesting Department. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Requesting Department.

21. **Records and Audit:** Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Requesting Department and the City. The Requesting Department shall have the right to audit billings, both before and after payment. Payment for services under this Agreement shall not foreclose the right of the Requesting Department to recover excessive or illegal payments.

22. **Requesting Department:** Requesting Department is the Buckman Direct Diversion Board with the City of Santa Fe ("BDDDB")

Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

Important Bidding Information

Submission of Bid: Due Date – June 10, 2021, at 2:00 P.M. (MST/MDT) at which time the sealed Bids will be recorded as received and opened.

The Bid is to be delivered to:

Submissions of all Invitation to Bids must be accomplished via email to: purchasing@santafenm.gov

All Bids received after the due date and time will be rejected and returned unopened.

Chief Procurement Officer (CPO): If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact the CPO or his/her designee at least five (5) working days prior to the scheduled bid opening.

Any inquiries or requests regarding clarification of this solicitation shall be submitted **electronically** to the CPO or his/her designee in writing.

CPO contact information is:
Fran Dunaway, CPO, CNM
200 Lincoln Ave., Room 122
Santa Fe, NM 87505
fdunway@santafenm.gov

Bidders may contact ONLY the CPO or his/her designee regarding the terminology stated in the solicitation. Other City employees do not have the authority to respond on behalf of the City.

Bidders shall promptly notify the CPO or his/her designee of any ambiguity, inconsistency, or error which they may discover upon examination of the bid. Any response made by the City will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.

All Bidders must notify the CPO or his/her designee if any employee(s) of the requesting Department or the office of CPO have a financial interest in the Bidder:

No financial interest **Yes financial interest**

If yes specify by name: _____

The CPO or his/her designee shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by the data required by this bidding document, or a bid which is in any way incomplete or irregular.

Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

If any Bidder is of the opinion that the specifications as written preclude him from submitting a bid on this ITB, it is requested that his opinion be made known to the CPO or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Bidders must, upon request of the CPO or his/her designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. the CPO or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the BDD/City. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

Determination of Lowest Bidder – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the BDD/City in accordance with the specifications and terms & conditions set forth in the Bid. The BDD/City reserves the right to award this Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the BDD/City.

The CPO or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the BDD/City.

Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the CPO or his/her designee.

F.O.B. Destination – Means goods are to be delivered to the destination designated by the Requesting Department which is the point at which the Requesting Department accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

Statement of Work - Under the terms and conditions of this Agreement the BDD/City may issue orders for items and/or services described herein. The terms and conditions of this Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and this Agreement number.

Only written signed orders are valid under this Agreement.

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under the Price Schedule. Orders issued against this schedule will show the applicable Agreement item(s), number(s), and price(s); however, they may not describe the item(s) fully.

The prices quoted herein represent the total compensation to be paid by the BDD for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the services or goods provided.

Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the Requesting Department may place with Contractor during the term; Contractor shall enclose a packing list with each shipment listing the order number, Agreement number and the commercial parts number (if any) for each item; delivery shall be made as indicated by the Requesting Department. If contractor is unable to meet stated delivery the CPO or his/her designee must be notified.

Termination

The Requesting Department may terminate this Agreement for convenience or cause. Contractor may only terminate this Agreement based upon the Requesting Department's uncured, material breach of this Agreement. Contractor shall give the Requesting Department written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Requesting Department's material breaches of this Agreement upon which the termination is based and (ii) state what the Requesting Department must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Requesting Department does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Requesting Department does not, within the thirty (30) day notice period, notify

Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Agreement, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the Agreement may be cancelled effective immediately.

Amendment

This Agreement may be amended by mutual agreement of the CPO or his/her designee and Contractor upon written notice by either party to the other. An amendment to this Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the CPO or his/her designee. Amendments affecting price adjustments and/or the extension of this Agreement's expiration date are not allowed unless specifically provided in the bid and agreement specifications.

Hold Harmless and Indemnification Clause:

Contractor shall indemnify and hold harmless the BDD/City, its officers and employees against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Agreement. This Hold Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create the public or any member hereof a third-party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Agreement.

Quantities:

Quantities are estimated for bidding purposes only. Actual quantities may be significantly less or slightly more, depending on the needs of the BDD/City.

Specifications:

Establish an Agreement for the City on Behalf of the Buckman Direct Diversion Board for the delivery of Water Treatment Chemicals.

Item 1: Ferric Chloride

Liquid Ferric Chloride (FeCl₃) is an orange-brown, acidic, corrosive aqueous solution. The specific gravity of the solution shall be in the range of 1.3 to 1.5. The specific gravity will vary with the FeCl₃ concentration. Concentration may be varied with the season and point of destination to prevent crystallization during cold weather. Ferric Chloride solution is to be ordered in tanker truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers.

Delivery off-loading process will be by truck powered air pressure only.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight scale device. Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

LIQUID FERRIC CHLORIDE QUALITY

Total FeCl₃ by weight 28% to 47%

Total iron as Fe 9.6% to 16.2%

Not more than 2.5% of the total iron shall be in the ferrous state.

The free acid, expressed as HCL, shall not exceed 1.0%.

The solution shall not contain more than 0.2% total insoluble matter by weight. BDD may require a sample from each load to check appearance and test specific gravity.

Supplier shall furnish a table showing the percentage of ferric chloride for different specific-gravity readings. BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample.

Product must meet ANSI/AWWA Standard Specification B407-05 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 800,000 lbs.

Item 2: Sodium Hydroxide

Liquid Sodium Hydroxide supplied shall contain approximately 50 percent or 25 percent sodium hydroxide (NaOH). The 50% sodium hydroxide solution begins to crystallize at approximately 540 F and the 25% solution begins to crystallize at approximately 80 F. **Concentration shall be varied with the season and point of destination, as per the recipient request, to prevent crystallization during cold weather.**

Sodium Hydroxide solution is to be ordered in tanker truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers. Delivery off-loading process will be by truck powered air pressure only.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device.

Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

BDD may require a sample from each load to check appearance and test specific gravity. BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample.

LIQUID SODIUM HYDROXIDE QUALITY

Liquid Sodium Hydroxide supplied shall contain approximately 50 percent or 25 percent sodium hydroxide (NaOH) as specified above for seasonal delivery.

Product must meet ANSI/AWWA Standard B501-08 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 600,000 lbs.

Item 3: Polymer
Polydyne Inc. Clarifloc A-210P Polymer OR Equal

POLYMER solution is to be ordered in 275 Gallon tote quantities. Deliveries will be made to BDD Water Treatment Facility dock area.

Delivery off-loading process will be by fork truck. **Empty used tote containers will have to be removed by Bidder and disposed of.**

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device.

Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

OTHER POLYMER

Bidders may submit bids based on one or more alternate polymer products provided that the bidder demonstrate the performance of each alternate polymer product(s) at the BDD Water Treatment plant at no additional cost or obligation to the BDD. The full-scale demonstration of the polymer product(s) will be at no cost to the BDD and will use the BDDs polymer feed and dewatering equipment. The performance criterion for this demonstration is as follows:

A. The polymer shall be tested in the dewatering of Ferric Chloride flocculated water treatment plant sludge. The conditions and performance requirements shall be as follows:

1. Minimum solids feed rate: 120 gpm at 5.0 percent solids.
2. Maximum hydraulic loading rate: 350 gpm at 2.0 percent solids.
3. Maximum solids loading rate: 3,300 dry pounds per hour.
4. Minimum cake solids: 20 percent.
5. Minimum solids capture: 95 percent of the sludge feed total solids.
6. Maximum polymer dosage as active polymer: 12 pounds per dry ton of solids.
7. Minimum demonstration test run time at steady state: 2 hours continuous.

B. Percent Solids Capture = $(C/F) \times [(F-E)/(C-E)] \times 100$ Where C = Dewatered sludge total solids in mg/kg
F*= Feed TS in mg/kg, excluding any dilution flow from polymer solution flow; E = Centrate total suspended solids (TSS) in mg/kg, excluding any dilution from polymer solution flow.

14 * Feed refers to sludge feed excluding active polymer and polymer dilution water flow rates. A polymer may be selected from those demonstrated to be the most cost effective at meeting the above criteria. If selected, the polymer is to be ordered in 275 Gallon tote quantities. Deliveries to be made to BDD Water Treatment Facility plant site. Delivery off-loading process will be by fork truck.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device.

Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

POLYMER QUALITY

BDD may require a sample from each load to check appearance and test specific gravity. BDD will provide sample container if sample is required. If sample is required, the driver will be required to obtain a representative sample.

Product must be certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 25,000 lbs.

Item 4: Zinc Orthophosphate (ZOP)

Aqueous ZOP solutions are clear and have a slight acid odor.

ZOP solutions are miscible with water in all proportions.

The specific gravity of the solutions will vary depending on the ratio of Zn to PO₄³⁻ and can range from 1.20 to 1.70 at 720 F Zinc Orthophosphate solution is to be ordered in tanker truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers. Delivery off-loading process will be by truck powered air pressure only.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device.

Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

ZINC ORTHOPHOSATE QUALITY

BDD may require a sample from each load to check appearance and test specific gravity. BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample.

Product must meet ANSI/AWWA Standard Specification B506-06 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 30,000 lbs.

Item 5: Calcium Thiosulfate Captor® Calcium Thiosulfate or Equal

Calcium thiosulfate solution is a non-hazardous liquid with a typical pH of 6.5 - 8.0. The liquid solution is water-white to pale yellow in color and may have a slight odor of fresh concrete. The solution of Captor is considered stable in normal transportation. Solutions range from 20 to 30% strength by weight and weigh 10.0 to 11.0 pounds per U.S. gallon (1.198 to 1.318 gm/cc).

Calcium Thiosulfate solution is to be ordered in tanker truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers. Delivery off-loading process will be by truck powered air pressure only.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device.

Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

CAPTOR Calcium Thiosulfate QUALITY

BDD may require a sample from each load to check appearance and test specific gravity.

BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample.

Product must be certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 20,000 lbs.

Item 6: Sulfuric Acid

Sulfuric Acid H₂SO₄ - Sulfuric Acid solution is to be ordered in 250 gallon tote quantities. Deliveries will be made to BDD Water Treatment Facility dock area. Delivery off-loading process will be by fork truck only. **Empty used tote containers will have to be removed by Bidder and disposed of.**

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device. Delivery shall be within one (1) week of ordering.

Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

SULFURIC ACID QUALITY

Total H₂SO₄% by weight 93%

BDD may require a sample from each load to check appearance and test specific gravity.

BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample. Product must be certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 15,000 lbs.

Item 7: Liquid Oxygen (LOX)

Liquid Oxygen (LOX) is a colorless, odorless, tasteless, diatomic gas. Oxygen has a density of 1.326 g/L at 700 F and 760 mm of mercury.

Liquid Oxygen is to be ordered in bulk truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the oxygen concentration, the water and hydrocarbon contents, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device, or a liquid meter ticket. Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

LIQUID OXYGEN QUALITY

LOX shall have an oxygen content of at least 99.0 percent, by weight. The water content of the LOX shall not exceed a dew point of -800F at the time of delivery.

The total hydrocarbon content (as methane) of the LOX shall not exceed 40 ppm (v/v) at the time of delivery. Other impurities include nitrogen, argon, and other inert gases. The sum of these impurities shall not be sufficient to prevent achieving the minimum oxygen content specified above.

Product must meet ANSI/AWWA Standard Specification B304-08 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 10,000,000 cu.ft.

Item 8: Hydrofluorosilicic Acid

Hydrofluorosilicic Acid supplied shall be clean and free of visible suspended matter and shall be white to straw yellow in color.

Hydrofluorosilicic Acid solution is to be ordered in tanker truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers. Delivery off-loading process will be by truck powered air pressure only.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

HYDROFLUOROSILICIC ACID QUALITY

Total Hydrofluorosilicic acid % by weight 20% to 30%

Maximum free acid, expressed as HF, shall not exceed 1.0%.

BDD may require a sample from each load to check appearance. BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample. Product must meet ANSI/AWWA Standard Specification B703a-08 Addendum to B703-06 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 16,000 lbs.

Item 9: Sodium Hypochlorite

Sodium Hypochlorite is a clear, pale yellow or greenish liquid with a chlorine odor. Sodium Hypochlorite solution is to be ordered in tanker truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers. Delivery off-loading process will be by truck powered air pressure only.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device. All invoices shall be priced in gallons.

Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

SODIUM HYPOCHLORITE QUALITY

Total sodium hypochlorite% 10% to 12.5%

The solution shall not contain more than 0.15% insoluble matter by weight.

BDD may require a sample from each load to check appearance. BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample. Product must meet ANSI/AWWA Standard Specification B300-04 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 60000 gal.

Method of Award:

This Agreement is established as a source and convenience of the City on behalf of BDDDB. Multiple awards will be made in the best interest of the BDDDB.

Term:

The term of this agreement shall be for four (4) years from date of award. This agreement shall not exceed four (4) years. The chemicals covered by this bid request include one or more of the following water treatment chemicals:

- Ferric Chloride
- Sodium Hydroxide
- Zinc Orthophosphate
- Sulfuric Acid
- Liquid Oxygen
- Sodium Hypochlorite
- Hydrofluorosilicic Acid
- Calcium Thiosulfate
- Polymer

General Conditions:

The Requesting Department reserves the right to purchase materials from any of the awarded Contractor's based on the needs of the Requesting Department. The Requesting Department will determine and use the Agreement item which best serves the Requesting Department's needs, based on cost, delivery time, schedule of work and quality of materials. All decisions by the Requesting Department will be final.

Escalation/Reduction Clause:

In the event of a product cost increase/decrease, an escalation/reduction request will be reviewed by the Requesting Department and the CPO or his/her designee on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

Effective dates for increase/decrease will not be any sooner than fifteen (15) days from the request is received by the Requesting Department and the CPO or his/her designee. To facilitate prompt consideration, all requests for price increases must include all information below:

1. Contract Item Number
2. Current Item Price
3. Proposed New Price
4. Mill/Supplier Notification of price increase/decrease indicating percentage of increase/decrease including reason for increase/decrease.

This escalation policy will be terminated as soon as the market stabilizes.

Contractors Note:

The conditions and specifications set out in the Bid are inseparable and indivisible. Any contractor, by submitting a Bid, agrees to be bound by all such conditions or specifications. All conditions and specifications in the Bid and all other documents required to be submitted, shall be returned by the contractor in his/her Bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the Bid shall, at the discretion of the City, constitute grounds for rejection of the entire Bid. The City will not accept any added stipulation by the vendor. Contractor(s) shall be considered an independent contractor and not an employee of the City. However, directions as to time and place of performance and compliance with the rules and regulations may be required by the Requesting Department.

The remainder of this page was left blank intentionally

Price Schedule:

Bids shall include all costs of delivery to:

**Buckman Direct Diversion Board 341 Caja Del Rio
Santa Fe, NM 87506**

Item #	Description	Price Per LB	Price	Estimated QTY	Cost
Item 1	Ferric Chloride	Price per LB	N/B	800,000 LBS	
Item 2	Sodium Hydroxide	Price per LB 25%	25%=\$.1865lb. 50%=\$.27lb.	250,000 LBS 125,000lb. each	\$57,065.50
Item 3	Polymer	Price per LB	N/B	25,000 LBS	
Item 4	Zinc Orthophosphate	Price per LBS	N/B	30,000 LBS	
Item 5	Calcium Thiosulfate	Price per LB	N/B	20,000 LBS	
Item 6	Sulfuric Acid	Price per LB	\$.30lb..	15,000	\$4500.00
Item 7	Liquid Oxygen	Price per CU.FT	N/B	10,000,000 CU. FT	
Item 8	Hydrofluorosilicic Acid	Price per LB	\$.52lb..	25,000 LBS	\$13,000.00
Item 9	Sodium Hypochlorite	Price per Gallon	1.33 gal.	50,000 Gallons	\$66,500.00

BIDDER'S:

DPC Industries, Inc.

Firm

3501 2nd. Street SW Albuquerque, NM 87105

Address

Alan Moss
Authorized Signature

Alan Moss

Print Name

District Sales Manager

Position

505-877-3883

Phone Number

505-877-1433

Fax Number

6/10/2021

DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): L0116283184

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

City of Santa Fe
Invitation to Bid
BDD Water Treatment Chemicals
Agreement
ITB # 21/39/B
NIGP Commodity Code: 885

Bid Due Date and Time: June 10, 2021 2:00pm, MST

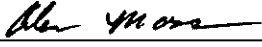
Bidder MUST complete as applicable and sign the following in order for the Invitation to Bid (Bid) to be valid (type or print clearly):

Company Name: DPC Industries, Inc. Address: 3501 2nd. Street SW Albuquerque, NM 87105
DBA (if applicable): _____
Co. Email: amos@dxgroup.com
Co. Phone No.: 505-877-3883
NM Gross Receipts Tax # (CRS) 02-131741-000 Federal Tax ID # 75-1481408

Payment terms: Net Thirty (30) Days (e.g., Net 30. Discount will not be considered in computing the low bid, see "Terms and Conditions")

F.O.B. Point must be Destination, unless otherwise indicated in the Invitation to Bid.

Contractor's Delivery: DPC Industries, Inc. (May be considered in the award)

Authorized Signature:  Print or type name: Alan Moss
Signatory Email: amos@dxgroup.com Phone No: 505-877-3883

* It is your responsibility as a bidder to ensure your bid is correct and accurate.

If you have any questions regarding this ITB please contact:

Procurement Specialist: **Jessica Chavez** Telephone: **505-629-8351** Email: **jjchavez@santafenm.gov**

No amendment will be issued later than three (3) days prior to the date for receipt of bids, except an amendment withdrawing the bids or one which includes postponement of the date for receipt of bids.

Amendment No. Dated: Amendment No. Dated:
If applicable, Bidder acknowledges receipt of the following amendment(s):

Bids are subject to the "Terms and Conditions" shown on the attached pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this document.

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or his/her designee approves a purchase document in response to the bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by Contractor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the CPO or his/her designee. No such assignment or transfer shall relieve Contractor from the obligations and liabilities under this order.

b. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City of Santa Fe (City) as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

4. **County Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at Contractor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The CPO or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. **Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** Price shall not include state gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by the Requesting Department.

10. **Packing, Shipping, and Invoicing:**

a. The City's purchasing document number and Contractor's name, Requesting Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The Requesting Departments' count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

b. Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be

rendered for each and every complete shipment.

c. Invoices must be submitted to the Requesting Department and NOT to the City Procurement Officer.

11. Default: The City reserves the right to cancel all or any part of this order without cost to the City, if Contractor fails to meet the provisions of this order and, except as otherwise provided herein, to hold Contractor liable for any excess cost occasioned by the City due to Contractor's default. Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of Contractor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery scheduled. The rights of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the CPO or his/her designee.

13. Nondiscrimination: Contractor doing business with the City must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. Penalties: Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: Pursuant to Section 13-1-158 NMSA 1978, within fifteen (15) days after the date the Requesting Department receives written notice from Contractor that the payment is requested for services, construction or items of tangible personal property delivered on site and received, the Requesting Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the Requesting Department finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt or written notice from Contractor that payment is requested, provide to Contractor, a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with the details of how Contractor may proceed to provide remedial action. Upon certification by the Requesting Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to Contractor at the rate of one and one half percent (1 ½%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to Contractor within five (5) working days of receipt of funds from that funding agency.

17. Workers' Compensation: Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. **Contractor Personnel:** Personnel proposed in Contractor's written bid to the Requesting Department are considered material to any work performed under this Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by Contractor without prior written consent of the Requesting Department. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Requesting Department shall retain the right to request the removal of any of Contractor's personnel at any time.

20. **Subcontracting:** Contractor shall not subcontract any portion of the Agreement without the prior written approval of the Requesting Department. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Requesting Department.

21. **Records and Audit:** Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Requesting Department and the City. The Requesting Department shall have the right to audit billings, both before and after payment. Payment for services under this Agreement shall not foreclose the right of the Requesting Department to recover excessive or illegal payments.

22. **Requesting Department:** Requesting Department is the Buckman Direct Diversion Board with the City of Santa Fe ("BDDB")

Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

Important Bidding Information

Submission of Bid: Due Date – June 10, 2021, at 2:00 P.M. (MST/MDT) at which time the sealed Bids will be recorded as received and opened.

The Bid is to be delivered to:

~~Submissions of all Invitation to Bids must be accomplished via email to: mrdunway@santafenm.gov~~

All Bids received after the due date and time will be rejected and returned unopened.

Chief Procurement Officer (CPO): If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact the CPO or his/her designee at least five (5) working days prior to the scheduled bid opening.

Any inquiries or requests regarding clarification of this solicitation shall be submitted **electronically** to the CPO or his/her designee in writing.

CPO contact information is:
Fran Dunaway, CPO, CNM
200 Lincoln Ave., Room 122
Santa Fe, NM 87505
fdunway@santafenm.gov

Bidders may contact ONLY the CPO or his/her designee regarding the terminology stated in the solicitation. Other City employees do not have the authority to respond on behalf of the City.

Bidders shall promptly notify the CPO or his/her designee of any ambiguity, inconsistency, or error which they may discover upon examination of the bid. Any response made by the City will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.

All Bidders must notify the CPO or his/her designee if any employee(s) of the requesting Department or the office of CPO have a financial interest in the Bidder:

No financial interest Yes financial interest

If yes specify by name: _____

The CPO or his/her designee shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by the data required by this bidding document, or a bid which is in any way incomplete or irregular.

Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

If any Bidder is of the opinion that the specifications as written preclude him from submitting a bid on this ITB, it is requested that his opinion be made known to the CPO or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Bidders must, upon request of the CPO or his/her designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. the CPO or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the BDD/City. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

Determination of Lowest Bidder – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the BDD/City in accordance with the specifications and terms & conditions set forth in the Bid. The BDD/City reserves the right to award this Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the BDD/City.

The CPO or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the BDD/City.

Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the CPO or his/her designee.

F.O.B. Destination – Means goods are to be delivered to the destination designated by the Requesting Department which is the point at which the Requesting Department accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

Statement of Work - Under the terms and conditions of this Agreement the BDD/City may issue orders for items and/or services described herein. The terms and conditions of this Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and this Agreement number.

Only written signed orders are valid under this Agreement.

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under the Price Schedule. Orders issued against this schedule will show the applicable Agreement item(s), number(s), and price(s); however, they may not describe the item(s) fully.

The prices quoted herein represent the total compensation to be paid by the BDD for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the services or goods provided.

Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the Requesting Department may place with Contractor during the term; Contractor shall enclose a packing list with each shipment listing the order number, Agreement number and the commercial parts number (if any) for each item; delivery shall be made as indicated by the Requesting Department. If contractor is unable to meet stated delivery the CPO or his/her designee must be notified.

Termination

The Requesting Department may terminate this Agreement for convenience or cause. Contractor may only terminate this Agreement based upon the Requesting Department's uncured, material breach of this Agreement. Contractor shall give the Requesting Department written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Requesting Department's material breaches of this Agreement upon which the termination is based and (ii) state what the Requesting Department must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Requesting Department does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Requesting Department does not, within the thirty (30) day notice period, notify

Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Agreement, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the Agreement may be cancelled effective immediately.

Amendment

This Agreement may be amended by mutual agreement of the CPO or his/her designee and Contractor upon written notice by either party to the other. An amendment to this Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the CPO or his/her designee. Amendments affecting price adjustments and/or the extension of this Agreement's expiration date are not allowed unless specifically provided in the bid and agreement specifications.

Hold Harmless and Indemnification Clause:

Contractor shall indemnify and hold harmless the BDD/City, its officers and employees against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Agreement. This Hold Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create the public or any member hereof a third-party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Agreement.

Quantities:

Quantities are estimated for bidding purposes only. Actual quantities may be significantly less or slightly more, depending on the needs of the BDD/City.

Specifications:

Establish an Agreement for the City on Behalf of the Buckman Direct Diversion Board for the delivery of Water Treatment Chemicals.

Item 1: Ferric Chloride

Liquid Ferric Chloride (FeCl_3) is an orange-brown, acidic, corrosive aqueous solution. The specific gravity of the solution shall be in the range of 1.3 to 1.5. The specific gravity will vary with the FeCl_3 concentration. Concentration may be varied with the season and point of destination to prevent crystallization during cold weather. Ferric Chloride solution is to be ordered in tanker truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers.

Delivery off-loading process will be by truck powered air pressure only.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight scale device. Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

LIQUID FERRIC CHLORIDE QUALITY

Total FeCl₃ by weight 28% to 47%

Total iron as Fe 9.6% to 16.2%

Not more than 2.5% of the total iron shall be in the ferrous state.

The free acid, expressed as HCL, shall not exceed 1.0%.

The solution shall not contain more than 0.2% total insoluble matter by weight. BDD may require a sample from each load to check appearance and test specific gravity.

Supplier shall furnish a table showing the percentage of ferric chloride for different specific-gravity readings. BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample.

Product must meet ANSI/AWWA Standard Specification B407-05 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 800,000 lbs.

Item 2: Sodium Hydroxide

Liquid Sodium Hydroxide supplied shall contain approximately 50 percent or 25 percent sodium hydroxide (NaOH). The 50% sodium hydroxide solution begins to crystallize at approximately 540 F and the 25% solution begins to crystallize at approximately 80 F. **Concentration shall be varied with the season and point of destination, as per the recipient request, to prevent crystallization during cold weather.**

Sodium Hydroxide solution is to be ordered in tanker truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers. Delivery off-loading process will be by truck powered air pressure only.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device.

Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

BDD may require a sample from each load to check appearance and test specific gravity. BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample.

LIQUID SODIUM HYDROXIDE QUALITY

Liquid Sodium Hydroxide supplied shall contain approximately 50 percent or 25 percent sodium hydroxide (NaOH) as specified above for seasonal delivery.

Product must meet ANSI/AWWA Standard B501-08 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 600,000 lbs.

Item 3: Polymer

Polydyne Inc. Clarifloc A-210P Polymer OR Equal

POLYMER solution is to be ordered in 275 Gallon tote quantities. Deliveries will be made to BDD Water Treatment Facility dock area.

Delivery off-loading process will be by fork truck. **Empty used tote containers will have to be removed by Bidder and disposed of.**

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device.

Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

OTHER POLYMER

Bidders may submit bids based on one or more alternate polymer products provided that the bidder demonstrate the performance of each alternate polymer product(s) at the BDD Water Treatment plant at no additional cost or obligation to the BDD. The full-scale demonstration of the polymer product(s) will be at no cost to the BDD and will use the BDDs polymer feed and dewatering equipment. The performance criterion for this demonstration is as follows:

A. The polymer shall be tested in the dewatering of Ferric Chloride flocculated water treatment plant sludge. The conditions and performance requirements shall be as follows:

1. Minimum solids feed rate: 120 gpm at 5.0 percent solids.
2. Maximum hydraulic loading rate: 350 gpm at 2.0 percent solids.
3. Maximum solids loading rate: 3,300 dry pounds per hour.
4. Minimum cake solids: 20 percent.
5. Minimum solids capture: 95 percent of the sludge feed total solids.
6. Maximum polymer dosage as active polymer: 12 pounds per dry ton of solids.
7. Minimum demonstration test run time at steady state: 2 hours continuous.

B. Percent Solids Capture = $(C/F) \times [(F-E)/(C-E)] \times 100$ Where C = Dewatered sludge total solids in mg/kg
F = Feed TS in mg/kg, excluding any dilution flow from polymer solution flow; E = Centrate total suspended solids (TSS) in mg/kg, excluding any dilution from polymer solution flow.

14 * Feed refers to sludge feed excluding active polymer and polymer dilution water flow rates. A polymer may be selected from those demonstrated to be the most cost effective at meeting the above criteria. If selected, the polymer is to be ordered in 275 Gallon tote quantities. Deliveries to be made to BDD Water Treatment Facility plant site. Delivery off-loading process will be by fork truck.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device.

Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

POLYMER QUALITY

BDD may require a sample from each load to check appearance and test specific gravity. BDD will provide sample container if sample is required. If sample is required, the driver will be required to obtain a representative sample.

Product must be certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 25,000 lbs.

Item 4: Zinc Orthophosphate (ZOP)

Aqueous ZOP solutions are clear and have a slight acid odor.

ZOP solutions are miscible with water in all proportions.

The specific gravity of the solutions will vary depending on the ratio of Zn to PO₄³⁻ and can range from 1.20 to 1.70 at 720 F Zinc Orthophosphate solution is to be ordered in tanker truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers. Delivery off-loading process will be by truck powered air pressure only.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device.

Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

ZINC ORTHOPHOSATE QUALITY

BDD may require a sample from each load to check appearance and test specific gravity. BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample.

Product must meet ANSI/AWWA Standard Specification B506-06 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 30,000 lbs.

Item 5: Calcium Thiosulfate Captor® Calcium Thiosulfate or Equal

Calcium thiosulfate solution is a non-hazardous liquid with a typical pH of 6.5 - 8.0. The liquid solution is water-white to pale yellow in color and may have a slight odor of fresh concrete. The solution of Captor is considered stable in normal transportation. Solutions range from 20 to 30% strength by weight and weigh 10.0 to 11.0 pounds per U.S. gallon (1.198 to 1.318 gm/cc).

Calcium Thiosulfate solution is to be ordered in tanker truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers. Delivery off-loading process will be by truck powered air pressure only.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device.

Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

CAPTOR Calcium Thiosulfate QUALITY

BDD may require a sample from each load to check appearance and test specific gravity.

BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample.

Product must be certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 20,000 lbs.

Item 6: Sulfuric Acid

Sulfuric Acid H₂SO₄ - Sulfuric Acid solution is to be ordered in 250 gallon tote quantities. Deliveries will be made to BDD Water Treatment Facility dock area. Delivery off-loading process will be by fork truck only. **Empty used tote containers will have to be removed by Bidder and disposed of.**

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device. Delivery shall be within one (1) week of ordering.

Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

SULFURIC ACID QUALITY

Total H₂SO₄% by weight 93%

BDD may require a sample from each load to check appearance and test specific gravity.

BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample. Product must be certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 15,000 lbs.

Item 7: Liquid Oxygen (LOX)

Liquid Oxygen (LOX) is a colorless, odorless, tasteless, diatomic gas. Oxygen has a density of 1.326 g/L at 700 F and 760 mm of mercury.

Liquid Oxygen is to be ordered in bulk truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the oxygen concentration, the water and hydrocarbon contents, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device, or a liquid meter ticket. Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

LIQUID OXYGEN QUALITY

LOX shall have an oxygen content of at least 99.0 percent, by weight. The water content of the LOX shall not exceed a dew point of -80°F at the time of delivery.

The total hydrocarbon content (as methane) of the LOX shall not exceed 40 ppm (v/v) at the time of delivery. Other impurities include nitrogen, argon, and other inert gases. The sum of these impurities shall not be sufficient to prevent achieving the minimum oxygen content specified above.

Product must meet ANSI/AWWA Standard Specification B304-08 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 10,000,000 cu.ft.

Item 8: Hydrofluorosilicic Acid

Hydrofluorosilicic Acid supplied shall be clean and free of visible suspended matter and shall be white to straw yellow in color.

Hydrofluorosilicic Acid solution is to be ordered in tanker truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers. Delivery off-loading process will be by truck powered air pressure only.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

HYDROFLUOROSILICIC ACID QUALITY

Total Hydrofluorosilicic acid % by weight 20% to 30%

Maximum free acid, expressed as HF, shall not exceed 1.0%.

BDD may require a sample from each load to check appearance. BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample. Product must meet ANSI/AWWA Standard Specification B703a-08 Addendum to B703-06 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 16,000 lbs.

Item 9: Sodium Hypochlorite

Sodium Hypochlorite is a clear, pale yellow or greenish liquid with a chlorine odor. Sodium Hypochlorite solution is to be ordered in tanker truck load quantities. Deliveries to be made to BDD Water Treatment Facility plant site in tank trailers. Delivery off-loading process will be by truck powered air pressure only.

An Affidavit of Compliance, and Certified Analysis to assure quality, with the chemical concentration, shall accompany each shipment. Each shipment shall also be accompanied by a weight certificate from a certified weight station device. All invoices shall be priced in gallons.

Delivery shall be within one (1) week of ordering. Delivery will be Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M. only. Offloading of chemicals will be in the presence of Staff only. **Supplier is responsible for all spill prevention during unloading and all cleanup and disposal for any unloading spills.**

SODIUM HYPOCHLORITE QUALITY

Total sodium hypochlorite% 10% to 12.5%

The solution shall not contain more than 0.15% insoluble matter by weight.

BDD may require a sample from each load to check appearance. BDD will provide sample container if sample is required. If sample is required the driver will be required to obtain a representative sample. Product must meet ANSI/AWWA Standard Specification B300-04 and certified to NSF/ANSI 60 Drinking Water Treatment Chemicals – Health Effects for use in drinking water. Estimated use per year is 60000 gal.

Method of Award:

This Agreement is established as a source and convenience of the City on behalf of BDDB. Multiple awards will be made in the best interest of the BDDB.

Term:

The term of this agreement shall be for four (4) years from date of award. This agreement shall not exceed four (4) years. The chemicals covered by this bid request include one or more of the following water treatment chemicals:

- Ferric Chloride
- Sodium Hydroxide
- Zinc Orthophosphate
- Sulfuric Acid
- Liquid Oxygen
- Sodium Hypochlorite
- Hydrofluorosilicic Acid
- Calcium Thiosulfate
- Polymer

General Conditions:

The Requesting Department reserves the right to purchase materials from any of the awarded Contractor's based on the needs of the Requesting Department. The Requesting Department will determine and use the Agreement item which best serves the Requesting Department's needs, based on cost, delivery time, schedule of work and quality of materials. All decisions by the Requesting Department will be final.

Escalation/Reduction Clause:

In the event of a product cost increase/decrease, an escalation/reduction request will be reviewed by the Requesting Department and the CPO or his/her designee on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

Effective dates for increase/decrease will not be any sooner than fifteen (15) days from the request is received by the Requesting Department and the CPO or his/her designee. To facilitate prompt consideration, all requests for price increases must include all information below:

1. Contract Item Number
2. Current Item Price
3. Proposed New Price
4. Mill/Supplier Notification of price increase/decrease indicating percentage of increase/decrease including reason for increase/decrease.

This escalation policy will be terminated as soon as the market stabilizes.

Contractors Note:

The conditions and specifications set out in the Bid are inseparable and indivisible. Any contractor, by submitting a Bid, agrees to be bound by all such conditions or specifications. All conditions and specifications in the Bid and all other documents required to be submitted, shall be returned by the contractor in his/her Bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the Bid shall, at the discretion of the City, constitute grounds for rejection of the entire Bid. The City will not accept any added stipulation by the vendor. Contractor(s) shall be considered an independent contractor and not an employee of the City. However, directions as to time and place of performance and compliance with the rules and regulations may be required by the Requesting Department.

The remainder of this page was left blank intentionally

Price Schedule:

Bids shall include all costs of delivery to:

**Buckman Direct Diversion Board 341 Caja Del Rio
Santa Fe, NM 87506**

Item #	Description	Price Per LB	Price	Estimated QTY	Cost
Item 1	Ferric Chloride	Price per LB	N/B	800,000 LBS	
Item 2	Sodium Hydroxide	Price per LB 25%	25%=\$.1865lb. 50%=\$.27lb.	250,000 LBS 125,000lb. each	\$57,065.50
Item 3	Polymer	Price per LB	N/B	25,000 LBS	
Item 4	Zinc Orthophosphate	Price per LBS	N/B	30,000 LBS	
Item 5	Calcium Thiosulfate	Price per LB	N/B	20,000 LBS	
Item 6	Sulfuric Acid	Price per LB	\$.30lb..	15,000	\$4500.00
Item 7	Liquid Oxygen	Price per CU.FT	N/B	10,000,000 CU. FT	
Item 8	Hydrofluorosilicic Acid	Price per LB	\$.52lb..	25,000 LBS	\$13,000.00
Item 9	Sodium Hypochlorite	Price per Gallon	1.33 gal.	50,000 Gallons	\$66,500.00

BIDDER'S:

DPC Industries, Inc.

Firm

3501 2nd. Street SW Albuquerque, NM 87105

Address

Alan Moss
Authorized Signature

Alan Moss
Print Name

District Sales Manager
Position

505-877-3883
Phone Number

505-877-1433
Fax Number

6/10/2021
DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): L0116283184

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED