Catalog_Title

2022 Liquid Sodium Hypochlorite - Bid doc ··································	
2022 28% Liquid Urea-Ammonium Nitrate (UAN) - Bid doc ··································	ć
2022 Liquid Ferrous Chloride - Bid doc ··································	
2022 Liquid Sodium Bisulfite - Bid doc ··································	7

INVITATION TO BID

The Sanitary District of Decatur, Illinois will receive bids as follows:

Product: Liquid Sodium Hypochlorite

Purchase Period: May 1, 2023 through April 30, 2024

Bid Time and Date: 10:00 a.m. C.D.T., April 05, 2023

Bids will be opened immediately thereafter.

Late bids will be returned unopened.

Bid Price Firm: 60 days from bid date.

Bid Submission: Sealed envelope to:

Director of Operations and Compliance

Sanitary District of Decatur

501 Dipper Lane Decatur, IL 62522

Marked on the outside of the envelope:

Bid for Sodium Hypochlorite

Due: 10:00 a.m. April 05, 2023

The Sanitary District of Decatur reserves the right to reject any or all bids or to accept any bid considered advantageous to the District.

SPECIFICATIONS FOR ANNUAL CONTRACT FOR LIQUID SODIUM HYPOCHLORITE

SCOPE

The Contractor shall supply and deliver Liquid Sodium Hypochlorite to the Sanitary District of Decatur, main treatment plant, as specified herein. Yearly usage is estimated at 250,000 gallons. These listed quantities may be increased or decreased to meet the requirements of the Sanitary District of Decatur. No minimum quantity is guaranteed. The award of this contract will be for the period of one year.

The District will notify the vendor when and where a delivery of liquid Sodium Hypochlorite is required.

I. <u>Bidder's Responsibilities</u>

The bidder shall satisfy all conditions and qualifications set forth in the invitation to bid, instructions, and specifications. Failure to do so may render the bidder's proposal invalid and unacceptable.

The bidder shall explain and describe any and all exceptions to these bid specifications. The explanation and description shall be submitted in duplicate with the Bidder's bid. Please note that the taking of any exception may result in the bid being deemed non-responsive if it is determined by the District to be a material variance from the specifications and bidding documents.

The bidder shall fill out and sign the attached bid summary sheet.

No minimum or maximum quantity to be purchased under this agreement is stated or implied herein.

Questions pertaining to these specifications may be directed to Ashley Bailey at 217/422-6931, ext. 214.

II. Technical Specifications

A. General Process Description

Sodium Hypochlorite is used to disinfect treated municipal wastewater from May 1 through October 31 annually. Tank truck loads shall be delivered on an as-needed basis when requested by District personnel. The truck driver must contact a plant operator upon arrival and arrange for transfer into storage tanks at the District's facility. Demand is variable based on wastewater flow rates and other conditions.

B. Product Specifications

The liquid Sodium Hypochlorite solution shall contain:

Sodium Hypochlorite 12% minimum by weight Specific gravity 1.1684 – 1.1760 at 20°C pH 12.43 – 13.12

The bidder shall supply specifications, typical analysis sheet, and a Safety Data Sheet with the bid.

C. Shipping and Delivery

Immediately upon execution of the Agreement, the Contractor shall provide to the District the name, address, and telephone number to request shipment of Sodium Hypochlorite.

Deliveries shall be made in minimum quantities of 3,000 gallons to the facility designated within 2 business days of notification by the District.

The Contractor shall deliver Sodium Hypochlorite as herein specified regardless of work stoppage, strike, or other labor dispute. Deliveries shall be conducted between the hours of 8 a.m. and 2 p.m.

The Contractor's trucks shall have all pumps, air compressor, hoses, fittings, and other equipment necessary for prompt and orderly transfer of Sodium Hypochlorite to District storage facilities.

Defective tank trucks or valves which permit Sodium Hypochlorite to escape or prevent the Sodium Hypochlorite from being properly unloaded will be rejected. Deliveries may also be rejected due to product crystallization.

The Contractor is responsible for providing the Contractor's delivery employees with all necessary safety equipment, training, and procedures for the safe unloading of Sodium Hypochlorite.

The Contractor is responsible for the cleanup of any spills which are not due to faulty District equipment or connections. The District shall be properly compensated for any damage to equipment, property, or appurtenances due to a careless delivery operation.

Deliveries that are rejected for any reason listed above shall not be reimbursed in any manner or portion by the District.

D. Base Bid Price

The bid price shall be stated as U. S. dollars per gallon of 12% Sodium Hypochlorite solution delivered to the Sanitary District of Decatur, Illinois.

E. Method of Payment

Each invoice for delivery shall be accompanied by a certified weight ticket and the analysis sheet of the concentration of Sodium Hypochlorite in the shipment.

Each invoice shall be for an amount equal to the number of gallons of Liquid Sodium Hypochlorite solution multiplied by the base bid price.

The District reserves the right to analyze any or all deliveries for Sodium Hypochlorite concentration. Discrepancies between the District's analysis and invoiced quantities shall be promptly brought to the attention of the Contractor.

F. Cancellation of Agreement

The District reserves the right to cancel any purchase agreements due to three deliveries of material not meeting specifications.

G. Usage

The District has estimated the usage to be 250,000 gallons. This is an estimate and does not represent a minimum quantity of product to be purchased.

H. Fuel Surcharge Adjustment

The U.S. Energy Information Administration reported a diesel fuel price of \$4.473 on January 23, 2023 (https://www.eia.gov/petroleum/gasdiesel/, Diesel (on highway), Midwest Area, Weekly Price) If, during the contract period, the price reported by the same source increases by more than 25 percent over the January 23, 2023 price for four weeks in which a Sodium Hypochlorite delivery is made, the Contractor may request a contract amendment to include a fuel surcharge for product delivery to the District. The Contractor must provide delivery cost information to the District substantiating a proposed surcharge. Amendment of the contract to include a surcharge (and conditions for discontinuing the fuel surcharge) is solely at the District's discretion and if an amendment is not agreed upon, the Contractor will be required to provide Sodium Hypochlorite at the bid price.

III. Additional Requirements

A. <u>Incurred Costs</u>

The District will not be liable, under any circumstance, for any costs incurred by Firm in replying to this Bid.

B. Taxes

The District is not subject to Federal Excise Tax and is exempt from state and local taxes.

C. Failure to Deliver

The bidding company upon acceptance of this bid by the District shall indemnify the District against all losses related their inability to deliver the chemicals in accordance with this document, including but not limited to legal fees, monetary fines or fees as may be accessed by any governing entity for failure of the District to meet legal requirements to comply with a permit or regulation, and/or any additional expense incurred if the District is forced to seek the chemical supplies from an alternate source as a consequence of the same.

D. Equal Employment Opportunity

Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of this agreement.

E. Sexual Harassment Policy

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) ("Act"), all Firms to this agreement must have, prior to awarding this agreement, in effect and in force a written sexual harassment policy.

SANITARY DISTRICT OF DECATUR LIQUID SODIUM HYPOCHLORITE BID SUMMARY

Manufacturer*	
Year 1 Bid price:* \$ delivered. (Section II.E. specifications)	per gallon of Sodium Hypochlorite
This Bid Summary sheet shall be returned w	rith all other Bid Documents.
Complete specifications and a Safety Data S Documents.	heet shall be included with the Bid
Any exceptions to the specifications shall be	submitted with the Bid Documents.
The Bidder declares that he has examined the Hypochlorite" and all other bid documents a performed and the materials to be supplied shall be performed and the material supplied	nd has full knowledge of the work to be and the conditions under which the work
Further, the Bidder agrees to comply with al Invitation to Bid, Bid Summary, and all othe	
COMPANY NAME*:	
REPRESENTATIVE'S NAME*:	
REPRESENTATIVE'S EMAIL ADDRESS*:	
REPRESENTATIVE'S SIGNATURE*:	
DATE*:	TELEPHONE*:
MAILING ADDRESS*:	
	_

Note: * These fields are required.

INVITATION TO BID

The Sanitary District of Decatur, Illinois will receive bids as follows:

Product: Liquid Sodium Bisulfite - NaHSO₃

Purchase Period: May 1, 2023 through April 30, 2024

Bid price shall remain in effect for entire purchase period.

Bid Time and Date: 10:00 a.m., C. D. T., April 05, 2023

Bids will be opened immediately thereafter.

Late bids will be returned unopened.

Bid Price Firm: 60 days from bid date.

Bid Submission: Sealed envelope to:

Director of Operations and Compliance

Sanitary District of Decatur

501 Dipper Lane Decatur, IL 62522

Marked on the outside of the envelope:

Bid for Sodium Bisulfite

Due: 10:00 a.m. April 05, 2023

The Sanitary District of Decatur reserves the right to reject any and all bids or to accept any bid considered advantageous to the District.

SPECIFICATIONS FOR ANNUAL CONTRACT FOR LIQUID SODIUM BISULFITE - NaHSO3

The Contractor shall supply and deliver Liquid Sodium Bisulfite - NaHSO₃ to the Sanitary District of Decatur, main treatment plant, as specified herein.

I. Bidder's Responsibilities

The bidder shall satisfy all conditions and qualifications set forth in the invitation to bid, instructions, and specifications. Failure to do so may render the bidder's proposal invalid and unacceptable.

The bidder shall explain and describe any and all exceptions to these bid specifications. The explanation and description shall be submitted in duplicate with the Bidder's bid. Please note that the taking of any exception may result in the bid being deemed non-responsive if it is determined by the District to be a material variance from the specifications and bidding documents.

The bidder shall fill out and sign the attached bid summary sheet.

No minimum or maximum quantity to be purchased under this agreement is stated or implied herein.

Questions pertaining to these specifications may be directed to Ashley Bailey at 217/422-6931, ext. 214.

II. Technical Specifications

A. General Process Description

Sodium bisulfite is used to dechlorinate treated municipal wastewater from May 1 through October 31 annually. Tank truck loads shall be delivered on an as-needed basis when requested by District personnel. The truck driver must contact a plant operator on arrival and arrange for transfer into storage tanks at the District's facility. Demand is variable based on wastewater flow rates and other conditions.

B. Product Specifications

The liquid Sodium Bisulfite solution shall contain:

Sodium Bisulfite 38% minimum Specific gravity 1.30 -1.35 at 20°C

The bidder shall supply specifications, typical analysis sheet, and a Safety Data Sheet with the bid.

C. Shipping and Delivery

The District has two 4,000-gallon bulk storage tanks at the main treatment plant. Deliveries shall be made in minimum quantities of 3,000 gallons to the facility designated within 2 business days of notification by the District. Deliveries shall be conducted between the hours of 8 a.m. and 2 p.m.

Immediately upon execution of the Agreement, the Contractor shall provide to the District the name, address, and telephone number to request shipment of Sodium Bisulfite.

The Contractor shall deliver Sodium Bisulfite as herein specified regardless of work stoppage, strike, or other labor dispute.

The Contractor's trucks shall have all pumps, air compressor, hoses, fittings, and other equipment necessary for prompt and orderly transfer of Sodium Bisulfite to District storage facilities.

Defective tank trucks or valves which permit Sodium Bisulfite to escape or prevent the Sodium Bisulfite from being properly unloaded will be rejected. Deliveries may also be rejected due to product crystallization.

The Contractor is responsible for providing the Contractor's delivery employees with all necessary safety equipment training, and procedures for the safe unloading of Sodium Bisulfite.

The Contractor is responsible for the cleanup of any spills which are not due to faulty District equipment or connections. The District shall be properly compensated for any damage to equipment, property, or appurtenances due to a careless delivery operation.

Deliveries that are rejected for any reason listed above shall not be reimbursed in any manner or portion by the District.

1. An additional bid price is requested for 38% Sodium Bisulfite solution in 325-gallon totes should the District require the product as auxiliary supply. The District makes no claim as to any quantity it may require delivered in this manner. See Bid Sheet below for bid specifics.

D. Base Bid Price

The bid price shall be stated as dollars per hundred pounds of 38% Sodium Bisulfite solution delivered to the Sanitary District of Decatur, Illinois.

E. <u>Method of Payment</u>

Each invoice for delivery shall be accompanied by a certified weight ticket and the analysis sheet of the concentration of $NaHSO_3$ in the shipment.

Each invoice shall be for an amount equal to the number of pounds of 38% NaHSO₃ solution delivered divided by 100 and multiplied by the base bid price.

The District reserves the right to analyze any or all deliveries for NaHSO₃ concentration. Discrepancies between the District's analysis and invoiced quantities shall be promptly brought to the attention of the Contractor.

F. Cancellation of Agreement

The District reserves the right to cancel any purchase agreements due to three deliveries of material not meeting specifications.

G. <u>Usage</u>

The District has estimated the usage to be 500,000 lbs. per year. This is an estimate and does not represent a minimum quantity of product to be purchased.

H. Fuel Surcharge Adjustment

The U.S. Energy Information Administration reported a diesel fuel price of \$4.473 on January 23, 2023 (https://www.eia.gov/petroleum/gasdiesel/, Diesel (on highway), Midwest Area, Weekly Price) If, during the contract period, the price reported by the same source increases by more than 25 percent over the January 23, 2023 price for four weeks in which a Sodium Bisulfite delivery is made, the Contractor may request a contract amendment to include a fuel surcharge for product delivery to the District. The Contractor must provide delivery cost information to the District substantiating a proposed surcharge. Amendment of the contract to include a surcharge (and conditions for discontinuing the fuel surcharge) is solely at the District's discretion and if an

amendment is not agreed upon, the Contractor will be required to provide Sodium Bisulfite at the bid price.

III. Additional Requirements

A. Incurred Costs

The District will not be liable, under any circumstance, for any costs incurred by Firm in replying to this Bid.

B. <u>Taxes</u>

The District is not subject to Federal Excise Tax and is exempt from state and local taxes.

C. Failure to Deliver

The bidding company upon acceptance of this bid by the District shall indemnify the District against all losses related their inability to deliver the chemicals in accordance with this document, including but not limited to legal fees, monetary fines or fees as may be accessed by any governing entity for failure of the District to meet legal requirements to comply with a permit or regulation, and/or any additional expense incurred if the District is forced to seek the chemical supplies from an alternate source as a consequence of the same.

D. Equal Employment Opportunity

Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of this agreement.

E. Sexual Harassment Policy

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) ("Act"), all Firms to this agreement must have, prior to awarding this agreement, in effect and in force a written sexual harassment policy.

LIQUID SODIUM BISULFITE - NaHSO₃ BID SUMMARY

Manufacturer
Bulk Chemicals: Year 1 Bid price: \$ per 100 pounds Sodium Bisulfite, delivered. (Section II.E. specifications)
Container Chemicals: 325-gallon tote chemical price: \$ Tote delivery price: \$
Tote removal/disposal price: \$ (Section II.E. specifications)
This Bid Summary sheet shall be returned with all other Bid Documents.
Complete specifications and a Safety Data Sheet shall be included with the Bid Documents.
Any exceptions to the specifications shall be submitted with the Bid Documents.
The Bidder declares that he has examined the specifications entitled "Sodium Bisulfite - NaHSO3" an all other bid documents and has full knowledge of the work to be performed and the materials to be supplied and the conditions under which the work shall be performed, and the material supplied.
Further, the Bidder agrees to comply with all provisions of these Specifications, the Invitation to Bid Bid Summary, and all other Bid Documents.
COMPANY NAME:
REPRESENTATIVE'S NAME:
REPRESENTATIVE'S SIGNATURE:
REPRESENTATIVE'S EMAIL ADDRESS:
DATE: TELEPHONE:
MAILING ADDRESS:
Note: All above fields are required.

INVITATION TO BID

The Sanitary District of Decatur, Illinois will receive bids as follows:

Product: Liquid Ferrous Chloride - FeCl₂

Purchase Period: May 1, 2023 through April 30, 2024

Bid Time and Date: 10:00 a.m. C.D.T., April 05, 2023

Bids will be opened immediately thereafter.

Late bids will be returned unopened.

Bid Price Firm: 60 days from bid date.

Bid Submission: Sealed envelope to:

Director of Operations and Compliance

Sanitary District of Decatur

501 Dipper Lane Decatur, IL 62522

Marked on the outside of the envelope:

Bid for Ferrous Chloride

Due: 10:00 a.m. April 05, 2023

The Sanitary District of Decatur reserves the right to reject any or all bids or to accept any bid considered advantageous to the District.

SPECIFICATIONS FOR ANNUAL CONTRACT FOR LIQUID FERROUS CHLORIDE - FeCl2

SCOPE

The Contractor shall supply and deliver Liquid Ferrous Chloride - $FeCl_2$ to the Sanitary District of Decatur Treatment Plant, 501 Dipper Lane, Decatur, Illinois 62522 as specified herein.

The award of this contract will be for a period of one year.

The District will notify the vendor when and where a delivery of liquid Ferrous Chloride is required.

I. <u>Bidder's Responsibilities</u>

The bidder shall satisfy all conditions and qualifications set forth in the invitation to bid, instructions, and specifications. Failure to do so may render the bidder's proposal invalid and unacceptable.

The bidder shall explain and describe all exceptions to these bid specifications. The explanation and description shall be submitted with the bid. Please note that the taking of any exception may result in the bid being deemed non-responsive if it is determined by the District to be a material variance from the specifications and bidding documents.

The bidder shall fill out and sign the attached bid summary sheet.

No minimum or maximum quantity to be purchased under this agreement is stated or implied herein.

Questions pertaining to these specifications may be directed to Ashley Bailey at 217/422-6931, ext. 214.

II. <u>Technical Specifications</u>

A. General Process Description

Primary and thickened waste activated sludges from the District's wastewater treatment system are combined and biologically treated by anaerobic digestion. Commonly occurring sulfate ions are reduced to hydrogen sulfide by bacteria during anaerobic digestion. Ferrous Chloride is added to the digestion process to control the concentration of hydrogen sulfide in the digestion tanks.

B. Product Specifications

The liquid Ferrous Chloride solution shall contain:

Ferrous Chloride	18%	minimum
Fe ⁺⁺	7%	minimum
Specific gravity	1.18	minimum
Free Acid (as HCI)	3.0%	maximum
Insolubles	0.1%	maximum

The bidder shall supply specifications, a typical analysis sheet, and a Safety Data Sheet with the bid.

C. Shipping and Delivery

The District currently has bulk storage tanks at the Dipper Lane Facility. Deliveries shall be made in minimum quantities of 3,000 gallons to the facility designated within 2 business days of notification by the District. Deliveries shall be conducted between the hours of 8 a.m. and 2 p.m.

Immediately upon execution of the Agreement, the Contractor shall provide to the District the name, address, and telephone number to request shipment of Ferrous Chloride.

The Contractor shall deliver Ferrous Chloride as herein specified regardless of work stoppage, strike, or other labor dispute.

The Contractor's trucks shall have all pumps, air compressor, hoses, fittings, and other equipment necessary for safe and orderly transfer of Ferrous Chloride to District storage facilities.

Defective tank trucks or valves which permit Ferrous Chloride to escape or prevent the Ferrous Chloride from being properly unloaded will be rejected. Deliveries may also be rejected due to product crystallization.

The Contractor is responsible for providing the Contractor's delivery employees with all necessary safety equipment and procedures for the safe unloading of Ferrous Chloride.

The Contractor is responsible for the cleanup of any spills which are not due to faulty District equipment or connections. The District shall be properly compensated for any damage to equipment, property, or appurtenances due to a careless delivery operation.

Deliveries that are rejected for any reason listed above shall not be reimbursed in any manner or portion by the District.

D. Base Bid Price

The bid price for Liquid Ferrous Chloride shall be stated as dollars per pound of Iron delivered to the Sanitary District of Decatur, Illinois with a minimum concentration of 18 percent Ferrous Chloride.

E. Method of Payment

Each invoice for delivery shall be accompanied by a certified weight ticket and the analysis sheet of the concentration of Ferrous Chloride in the shipment.

Each invoice shall be for an amount equal to the number of pounds of Iron delivered multiplied by the base bid price.

The District reserves the right to analyze any or all deliveries for Ferrous Chloride concentration. Discrepancies between the District's analysis and invoiced quantities shall be promptly brought to the attention of the Contractor.

F. Cancellation of Agreement

The District reserves the right to cancel any purchase agreements due to three deliveries of material not meeting specifications.

G. Usage

The District has estimated the usage to be 1,000,000 lbs. per year. This is an estimate and does not represent a minimum quantity of product to be purchased.

H. Fuel Surcharge Adjustment

The U.S. Energy Information Administration reported a diesel fuel price of \$4.473 on January 23, 2023 (https://www.eia.gov/petroleum/gasdiesel/, Diesel (on highway), Midwest Area, Weekly Price) If, during the contract period, the price reported by the same source increases by more than 25 percent over the January 23, 2023 price for four weeks in which a Ferrous Chloride delivery is made, the Contractor may request a contract amendment to include a fuel surcharge for product delivery to the District. The Contractor must provide delivery cost information to the District substantiating a proposed surcharge. Amendment of the contract to include a surcharge (and conditions for discontinuing the fuel surcharge) is solely at the District's discretion and if an amendment is not agreed upon, the Contractor will be required to provide Ferrous Chloride at the bid price.

III. Additional Requirements

A. Incurred Costs

The District will not be liable, under any circumstance, for any costs incurred by Firm in replying to this Bid.

B. <u>Taxes</u>

The District is not subject to Federal Excise Tax and is exempt from state and local taxes.

C. Failure to Deliver

The bidding company upon acceptance of this bid by the District shall indemnify the District against all losses related their inability to deliver the chemicals in accordance with this document, including but not limited to legal fees, monetary fines or fees as may be accessed by any governing entity for failure of the District to meet legal requirements to comply with a permit or regulation, and/or any additional expense incurred if the District is forced to seek the chemical supplies from an alternate source as a consequence of the same.

D. Equal Employment Opportunity

Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of this agreement.

E. Sexual Harassment Policy

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) ("Act"), all Firms to this agreement must have, prior to awarding this agreement, in effect and in force a written sexual harassment policy.

SANITARY DISTRICT OF DECATUR LIQUID FERROUS CHLORIDE - FeCl₂ BID SUMMARY

Manufacturer*
Year 1 Bid price: * \$ per pound of Iron (Section II.E. specifications)
This Bid Summary sheet shall be returned with all other Bid Documents.
Complete specifications and a Safety Data Sheet shall be included with the Bid Documents.
Any exceptions to the specifications shall be submitted with the Bid Documents.
The Bidder declares that he has examined the specifications entitled "Liquid Ferrous Chloride - $FeCl_2$ " and all other bid documents and has full knowledge of the work to be performed and the materials to be supplied and the conditions under which the work shall be performed, and the material supplied.
Further, the Bidder agrees to comply with all provisions of these Specifications, the Invitation to Bid, Bid Summary, and all other Bid Documents.
BIDDER'S COMPANY NAME*:
REPRESENTATIVE'S NAME*:
REPRESENTATIVE'S EMAIL ADDRESS*:
REPRESENTATIVE'S SIGNATURE*:
DATE*: TELEPHONE*:
ADDRESS*:

Note: * These fields are required.

Page 6 | 6

INVITATION TO BID

The Sanitary District of Decatur, Illinois will receive bids as follows:

Product: 28% Liquid Urea-Ammonium Nitrate (UAN)

Purchase Period: May 1, 2023 through April 30, 2024

Bid Time and Date: 10:00 a.m., C. D. T., April 05, 2023

Bids will be opened immediately thereafter.

Late bids will be returned unopened.

Bid Price Firm: 60 days from bid date.

Bid Submission: Sealed envelope to:

Director of Operations and Compliance

Sanitary District of Decatur

501 Dipper Lane Decatur, IL 62522

Marked on the outside of the envelope:

Bid for 28% Liquid Urea-Ammonium Nitrate (UAN)

Due: 10:00 a.m. April 05, 2023

The Sanitary District of Decatur reserves the right to reject any or all bids or to accept any bid considered advantageous to the District.

SPECIFICATIONS FOR ANNUAL CONTRACT TO SUPPLY 28% Liquid Urea-Ammonium Nitrate (UAN)

SCOPE

The Contractor shall supply and deliver 28% Liquid Urea-Ammonium Nitrate (UAN)to the Sanitary District of Decatur as specified herein. The award of this contract will be for the period of one year.

The District will notify the vendor when and where a delivery of UAN is required.

I. <u>Bidder's Responsibilities</u>

The bidder shall satisfy all conditions and qualifications set forth in the invitation to bid, instructions, and specifications. Failure to do so may render the bidder's proposal invalid and unacceptable.

The bidder shall explain and describe all exceptions to these bid specifications. The explanation and description shall be submitted in duplicate with the Bidder's bid. Please note that the taking of any exception may result in the bid being deemed non-responsive if it is determined by the District to be a material variance from the specifications and bidding documents.

The bidder shall fill out and sign the attached bid summary sheet.

No minimum or maximum quantity to be purchased under this agreement is stated or implied herein. The District estimates annual usage to be approximately 36,000 gallons of solution. The actual quantity will depend on treatment plant flow (which is influenced by rainfall) and operating conditions.

Questions pertaining to these specifications may be directed to Ashley Bailey at 217/422-6931, ext. 214.

II. Technical Specifications

A. General Process Description

28% Liquid Urea-Ammonium Nitrate (UAN) is used to aid in disinfection of treated municipal wastewater from May 1 through October 31 annually.

B. Product Specifications

The 28% Liquid Urea-Ammonium Nitrate (UAN) shall contain:

Total Nitrogen minimum 28% by weight

pH minimum 6.5, maximum 7.5 std. units

The bidder shall supply a specification or typical analysis sheet, and a Safety Data Sheet with the bid.

C. Shipping and Delivery

District is able to accept bulk deliveries by semi-tanker.

The Contractor shall deliver UAN as herein specified regardless of work stoppage, strike, or other labor dispute. **Deliveries shall be made within 2 business days of notification by the District** and conducted between the hours of 8 a.m. and 2 p.m.

The Contractor's vehicles shall have all pumps, air compressor, hoses, fittings, and other equipment necessary for prompt and orderly transfer of UAN to District storage facilities.

Defective vehicles which permit UAN to escape or prevent the UAN from being properly unloaded will be rejected. Deliveries may also be rejected due to product crystallization.

The Contractor is responsible for providing delivery employees with all necessary safety equipment, training, and procedures for the safe unloading of UAN.

The Contractor is responsible for the cleanup of any spills which are not due to faulty District actions, equipment, or connections. The District shall be properly compensated for any damage to equipment, property, or appurtenances due to faulty contractor actions, equipment, or connections.

The bid price shall be stated as dollars per ton of 28% Liquid Urea-Ammonium Nitrate (UAN)solution delivered to the Sanitary District of Decatur, Illinois.

Deliveries that are rejected for any reason listed above shall not be reimbursed in any manner or portion by the District.

D. Method of Payment

A weight ticket shall accompany each delivery.

Each invoice shall be for an amount equal to the number of tons of 28% Liquid UAN solution multiplied by the base bid price.

The District reserves the right to analyze any or all deliveries for 28% Liquid UAN to determine actual concentrations. Discrepancies between the District's analysis and invoiced quantities shall be promptly brought to the attention of the Contractor.

E. Cancellation of Agreement

The District reserves the right to cancel any purchase agreements due to three deliveries of material not meeting specifications.

F. Fuel Surcharge Adjustment

The U.S. Energy Information Administration reported a diesel fuel price of \$4.473 on January 23, 2023 (https://www.eia.gov/petroleum/gasdiesel/, Diesel (on highway), Midwest Area, Weekly Price) If, during the contract period, the price reported by the same source increases by more than 25 percent over the January 23, 2023 price for four weeks in which a UAN delivery is made, the Contractor may request a contract amendment to include a fuel surcharge for product delivery to the District. The Contractor must provide delivery cost information to the District substantiating a proposed surcharge. Amendment of the contract to include a surcharge (and conditions for discontinuing the fuel surcharge) is solely at the District's discretion and if an amendment is not agreed upon, the Contractor will be required to provide UAN at the bid price.

III. Additional Requirements

A. Incurred Costs

The District will not be liable, under any circumstance, for any costs incurred by Firm in replying to this Bid.

B. <u>Taxes</u>

The District is not subject to Federal Excise Tax and is exempt from state and local taxes.

C. Failure to Deliver

The bidding company upon acceptance of this bid by the District shall indemnify the District against all losses related their inability to deliver the chemicals in accordance with this document, including but not limited to legal fees, monetary fines or fees as may be accessed by any governing entity for failure of the District to meet legal requirements to comply with a permit or regulation, and/or any additional expense incurred if the District is forced to seek the chemical supplies from an alternate source as a consequence of the same.

D. Equal Employment Opportunity

Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of this agreement.

E. <u>Sexual Harassment Policy</u>

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) ("Act"), all Firms to this agreement must have, prior to awarding this agreement, in effect and in force a written sexual harassment policy.

28% Liquid Urea-Ammonium Nitrate (UAN)

Manufacturer*
Bidder's storage location for 28% Liquid Urea-Ammonium Nitrate (UAN)*, <u>IL</u>
Year 1 Bid price*: \$ per ton of 28% Liquid Urea-Ammonium Nitrate (UAN)(Section II.D. specifications)
This Bid Summary sheet shall be returned with all other Bid Documents.
Complete specifications and a Safety Data Sheet shall be included with the Bid Documents.
Any exceptions to the specifications shall be submitted with the Bid Documents.
The Bidder declares that he has examined the specifications for "28 Percent UAN" and all other bid documents and has full knowledge of the work to be performed and the materials to be supplied and the conditions under which the work shall be performed, and the material supplied.
Further, the Bidder agrees to comply with all provisions of these Specifications, the Invitation to Bid, Bid Summary, and all other Bid Documents.
COMPANY NAME*:
REPRESENTATIVE'S NAME*:
REPRESENTATIVE'S SIGNATURE*:
REPRESENTATIVE'S EMAIL ADDRESS*:
DATE*: TELEPHONE*:
MAILING ADDRESS*:
*These fields are required.