Madison Metropolitan Sewerage District
Advertisement for Bids
2020 Bulk Sodium Hydroxide (Caustic Soda, Liquid)

Published Monday, March 2nd and Monday, March 09th, 2020

The Madison Metropolitan Sewerage District requests bids for 2020 Bulk Sodium Hydroxide. Specifications are available at the District office or upon request or by visiting the District website at: [http://www.madsewer.org/Projects/Non-Engineering-Projects](http://www.madsewer.org/Projects/Non-Engineering-Projects). Sealed bids will be accepted until 1:00 P.M., on Monday March 16th, 2020, at the District office, 1610 Moorland Road, Madison, Wisconsin 53713. At which time and place all proposals will be publicly opened and read aloud. Any questions should be directed to purchasing@madsewer.org.

Bids shall be address to the Madison Metropolitan Sewerage District, Attn. Matthew Leitzen, and should be clearly marked “Sealed bid for 2020 Bulk Sodium Hydroxide”.

Only formal written addenda can materially alter the specifications. No verbal statement made by a District employee or anyone else is binding nor shall such a statement be considered an official part of this public proposal.

The District is Federal and State tax exempt. The District reserves the right to reject any or all proposals or to waive any technicality and accept any proposal which may, in its opinion, be advantageous to the District.

Any questions may be directed to:

Matthew Leitzen
Procurement Agent
Madison Metropolitan Sewerage District
1610 Moorland Rd
Madison, WI  53713
BID FORM A: Bulk 50% Sodium Hydroxide (Caustic Soda, Liquid) NaOH

<table>
<thead>
<tr>
<th>Request For BID: Bulk 50% Sodium Hydroxide (Caustic Soda, Liquid) NaOH</th>
</tr>
</thead>
<tbody>
<tr>
<td>This is Not an Order</td>
</tr>
</tbody>
</table>

Return To:  
Madison Metropolitan Sewerage  
1610 Moorland Rd.  
Madison WI, 53713  
Attn: Matthew Leitzen

Title: Chemicals For Treatment of Wastewater.  
Date Issued: March 03, 2020  
Project manager: Matthew Leitzen  
Procurement agent: Matthew Leitzen  
Telephone: 608-222-1201  
Email: purchasing@madsewer.org

BIDDER:  
Submit Bid by: 03/16/2020 @ 1P.M.  
Date: 02.24.2020

The Madison Metropolitan Sewerage District is accepting bids for one calendar year with option to extend for three additional calendar years the purchase and delivery of: Bulk 50% Sodium Hydroxide (Caustic Soda, Liquid) NaOH

<table>
<thead>
<tr>
<th>Estimated Annual quantity.</th>
<th>Media Type and Specification.</th>
<th>Price Per Unit or Number</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anticipate 36 bulk deliveries of approximately 47,478 lb. each.</td>
<td>Chemical for Treatment of Wastewater. Delivered in bulk quantities to 1610 Moorland Rd, and pumped into two 4,000 gallon poly-plastic holding tank located at our struvite harvesting building.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2,000,000 lbs.</td>
<td>Bulk 50% Sodium Hydroxide (Caustic Soda, Liquid) NaOH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost per pound will include any additional cost. (estimate 36 deliveries per year).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td># of Days</td>
<td>Guaranteed order placed to order delivery/receipt.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Net cost per pound Bulk 50% Sodium Hydroxide (Caustic Soda, Liquid) NaOH. Cost per pound will include any additional cost. (estimate 36 deliveries per year): $_______________

Company name: ____________________________________________

Company address: ____________________________________________

__________________________

Commission President: Thomas Hovel
Chief Engineer & Director: D. Michael Mucha, P.E.
Company phone:  ________________________________________

Authorization signature:  ________________________________________

Printed name:  ________________________________________

Addendum #  ______________

Bids will be received until 1:00 P.M. March 16, 2020.

Date and time received:  _________________________
1.0 PURPOSE AND SCOPE

The Madison Metropolitan Sewerage District invites and will accept bids for the purchase of Chemicals for Treatment of Wastewater - Delivered in Bulk. MMSD intends to use the results of this process to award a contract(s) and/or issuance a purchase order.

**Note to Bidders:** Chemicals must be delivered in bulk and pumped into the Struvite Harvesting building holding tanks by the contractor within 4 business days of a placed order.

The Chemical will be used at the Nine Springs Wastewater Treatment Plant.

MMSD does not guarantee it will purchase any specific quantity or dollar amount during the term of the contract. Bids that require a minimum number of pounds or dollar amount ordered during the term will be rejected.

2.0 CORRESPONDENCE, CLARIFICATIONS AND QUESTIONS

Bidders are expected to raise any questions, exceptions or additions they have concerning the bid document by March 11, 2020. If a bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this request for bid, the bidder must immediately notify the Project Manager named on the cover page of the issue in writing and request modification or clarification of the bid document.

All inquiries must be directed to the person indicated on the cover page. E-mail is the preferred method of contact.

3.0 ADDENDUMS

In the event it becomes necessary to clarify any part of this request for bid, or to revise any part of this RFB, the Project manager will send out an official addendum/amendment to all potential bidders. Bidders must acknowledge the receipt/review of any addendum(s) on the Bid Form A.

The Project manager has the sole authority for modifications of this specifications and or bid.
4.0 BIDDER QUALIFICATIONS & REQUIREMENTS
All Bidder qualifications in this section are mandatory. Failure to meet a qualification may disqualify your Bid. However, the Procurement Agent reserves the right to waive any qualification if no Bidder is able to satisfy that qualification.

4.1 Bidder must be in the business of providing and delivering Chemical for at least the past three (3) years. (See Bidder Response Sheet Attachment C)

4.2 Bidder must supply references, on the attached References Sheet (Attachment B), of companies/institutions/organizations to which similar service has been provided during the past three (3) years to a comparable-sized company/institution/organization. If contacted, all of those references must verify that a high level of satisfaction was provided.

4.3 Bidder shall designate and name on the Bidder Response Sheet (Attachment C), a Supervisor/Lead Worker to provide on-going communication, coordination of services, answer questions, and resolve issues; that person must be named on the Bidder Response Sheet.

4.4 Awarded contractor must provide MMSD Project Manager a Certificate of Insurance prior to award of contract. Contractor must maintain the required minimum limits Insurance: The contractor shall provide (from insurance companies acceptable to the district) the insurance coverage designated hereinafter and pay all costs. Before commencing work, the contractor shall furnish the district with certificates of insurance specified herein showing the type and amount, class of operations covered, effective dates, date of expiration of policies.
Compensation and Employer’s Liability Insurance
The contractor shall maintain during the life of this contract the statutory workers compensation insurance. In addition, the contractor shall maintain during the life of this contract employer’s liability insurance in the amount net less than $100,000 for each occurrence, for all employees engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide workers compensation and employer’s liability insurance for all of the latter’s employees engaged in such work.

Commercial General Liability Insurance (Including Automotive) and Property Damage Insurance
The contractor shall maintain commercial general liability insurance and property damage insurance that will protect the district, the contractor, and any subcontractor performing work, from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this work, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as described below:

Commercial general liability insurance in an amount not less than $1,000,000 for injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than $2,500,000 for each occurrence.

“Broad form” property damage liability insurance in an amount not less than $1,000,000 for each occurrence.

The contractor’s commercial general liability insurance and property damage insurance shall provide the primary coverage on all claims arising out of the performance of work.

Contractor and Subcontractor Insurance
The contractor shall not commence work until he has obtained all the insurance required hereunder and such insurance has been reviewed by the district, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required for that portion of the work has been obtained and reviewed. Review of the insurance by the district shall not relieve or decrease the liability of the contractor. All policies must be issued with a 30-day cancellation notice, by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A1, and signed by an authorized agent.
5.0 CONTRACT TERM
The contract shall be effective on the date it is executed by MMSD and continue through 12/31/2020. MMSD and the Contractor, upon written mutual agreement, may renew the Contract for up to an additional three (3) one-year periods (2021, 2022, 2023). If no formal contract is executed, the effective date of the contract is the date of the purchase order.

6.0 METHOD OF BID
Bidder must use the Request for Bid form (Bid Cover Page) and must submit a Price Per Unit, Total for the chemicals, and guaranteed days from order placement to delivery. Bids will be accepted only for fixed costs as requested. Bid price(s) must include all transportation, delivery, pumping and insurance costs and any other costs associated with this service. All prices must be bid in U.S. Dollars. Bidder’s own quotation sheet will not be accepted.

MMSD does not guarantee it will purchase any specific quantity or dollar amount during the term of the contract.

6.1 FOB DESTINATION, FREIGHT PREPAID AND ALLOWED
Delivery will be made by common carrier or Bidder's vehicle, with unloading to be performed by the carrier or Bidder.

Failure to bid FOB DESTINATION, FREIGHT PREPAID AND ALLOWED in the Bid price will disqualify the Bid.

6.2 Bidders shall provide the Delivery Time in the section provided on the RFQ form (cover sheet) that specifies the length of time the chemical products will be received from the receipt of order.

7.0 SUBCONTRACTING OR THIRD PARTY PAYMENTS
All subcontracting shall be pre-approved by MMSD. Subcontractors must abide by all terms and conditions of the contract. The prime contractor shall be responsible for all subcontractor(s) work and payment. The MMSD will not directly pay any subcontractor or third parties.

8.0 FIRM PRICING
The awarded Contractor must hold the accepted prices for the initial contract period which shall begin on the date that the contract is fully executed through December 31, 2020.
9.0  REQUESTING PRICE ADJUSTMENTS

Requests for price increases shall be provided by the Contractor, in writing, to MMSD 90 calendar days prior to the renewal period. MMSD will review any adjustment of prices before the beginning of a contract renewal period. Any price increase must be mutually agreed upon between MMSD and the Contractor in writing. Price increase requests must be justified with supporting documentation of industry-wide increases. If MMSD deems cost increases are not acceptable, it reserves the right to re-bid the contract in whole or part.

10.0  INVOICING REQUIREMENTS

Contractor shall invoice after services are performed. MMSD will pay or reject invoices within 30 days of receipt by MMSD. Before payment is made, it also must verify that all invoiced charges are correct as per this contract. Only properly submitted invoices shall be officially received for payment. Thus, your prompt payment requires that your invoices be clear and complete in conformity with the instructions below.

All invoices must be itemized showing

   a.   Purchase Order number
   b.   Contractor name
   c.   Remit to address and telephone number
   d.   Contract price(s) and detail of what is being billed

11.0  METHOD OF AWARD

Award(s) shall be made on the basis of the lowest cost per pound Bulk 50% Sodium Hydroxide (Caustic Soda, Liquid) NaOH. Cost per pound will include any additional cost. (estimate 36 deliveries per year): from the (Bid Form A) from a responsive, responsible bidder who meets specifications. Bids that require that MMSD shall guarantee a specific quantity or dollar amount will be disqualified.

MMSD does not guarantee to purchase any specific quantity or dollar amount of service and may purchase no services.

MMSD will award to one (1) Bidder whichever is judged to be in the best interest of the MMSD. MMSD is the sole determinant of its best interests.
12.0 CONTRACT CANCELLATION

This Contract may be terminated by either party under the following conditions:

12.1 MMSD may terminate the contract at any time at its sole discretion by delivering 30-days written notice to the Contractor.

12.2 If the problem is service performance, Contractor will be warned either verbally or in writing of unsatisfactory performance and intent to cancel this contract. Contractor will be given a period of time to ‘cure’ the performance. If the performance does not improve, Contractor will be given 30-days written notice that the contract will be cancelled.

12.3 In the event the Contractor terminates the contract, for any reason whatsoever, it will require written certified letter notification delivered to the MMSD Procurement Agent not less than 120-days prior to said termination.

12.4 If at any time the contractor performance threatens the health and/or safety of MMSD, MMSD has the right to cancel and terminate the Contract without notice.

12.5 If the Contractor fails to maintain and keep in force the insurance as required in Section 4.4 above, MMSD has the right to cancel and terminate the Contract without notice.

12.6 If at any time a petition in bankruptcy shall be filed against the Contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Contractor’s property is appointed and such appointment is not vacated within 90 calendar days, MMSD has the right, in addition to any other rights of whatsoever nature that it may have at law or inequity, to terminate this Contract by giving 90 calendar day notice in writing of such termination.
13.0 REQUIRED FORMS

In order for your bid to be considered, the following completed documents must be provided. An “X” preceding the form indicates that it must be completed and returned with the Bid response by the due date and time listed on the bid cover page, in order for your bid to be considered. Include:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Bid Form A, Cover (Signature) /Cost Pages</td>
</tr>
<tr>
<td>X</td>
<td>Vendor References</td>
</tr>
<tr>
<td>X</td>
<td>Bidder Response Sheet</td>
</tr>
</tbody>
</table>

Failure to provide the required documents/information within your bid submittal may disqualify your bid.

14.0 CHEMICAL SERVICES SPECIFICATIONS

All requirements in this section are mandatory. The following requirements must be met at no additional cost above the pricing provided in the Bid. All Specifications are defined as minimum mandatory requirements unless otherwise stated. Bidder must use Attachment C (Bidder Response Sheet) to respond to this section. Failure to meet any mandatory requirement will result in rejection of the Bid. However, in the event that no Bidder is able to meet an individual mandatory requirement, MMSD reserves the right to continue the review of Bids and to select the Bid that most closely meets the requirements specified in this RFB.

Bidder must use Attachment C (Bidder Response Sheet) to respond to this section.
14.1.1 TECHNICAL REQUIREMENTS
The Contractor will supply MMSD chemical product as requested. The chemical product must be of the following type and concentrations:

- **Bulk 50% Sodium Hydroxide (Caustic Soda, Liquid) NaOH**
- Free of mercury and other contaminants

14.1.2 The Contractor will provide a copy of the Safety Data Sheet (SDS) with the bid response (as well as to the agency staff members listed in below, if awarded the contract).

14.2 PERFORMANCE AND SUPPORT REQUIREMENTS
MMSD staff will monitor the usage of the Chemicals to determine when to place an order for delivery.

MMSD has the following storage tanks:

- Qty 2) 4000 gallon Poly-plastic tanks

14.2.1 The Contractor will deliver chemicals in bulk quantity, not in drums and pumped into the Struvite harvesting building by Contractor. There is no guarantee of product quantity.

- **Bulk 50% Sodium Hydroxide (Caustic Soda, Liquid) NaOH.** Delivered in bulk and pumped into the Struvite harvesting building tank by Contractor; for use in wastewater treatment

14.2.2 DELIVERY LOCATIONS

- 1610 Moorland Rd. Madison, WI 53713

14.2.3 Delivery times will be during normal business hours that are from 7:00 a.m. to 4:00 p.m., Monday through Friday.

14.2.4 Delivery requests by MMSD will be either by phone or e-mail, depending on the best method determined in collaboration with the awarded Contractor.
14.2.5 The Contractor’s delivery truck will enter Gate #1 and route to the storage tank area at the Struvite harvesting building facility for each delivery.

14.2.6 The contract must guarantee the necessary chemical and delivery capacity to provide an immediate delivery within 4 business days of notice. Bidders not able to meet this specification will be disqualified.

14.3 SAFETY DATA SHEETS

If any item(s) on this order is a hazardous chemical, as defined under OSHA 29 CFR 1910.1200(g), or an infectious agent, as defined by s. 101.58, Wis. Stats., the Contractor shall include the appropriate Safety Data Sheet(s) with the initial shipment and with the first shipment after a Safety Data Sheet is updated. The Contractor shall send the initial or updated Safety Data Sheet(s) with a complete container, partial container or single product. The distributor, manufacturer or Contractor may make access to Safety Data Sheets available online via their website; however, Safety Data Sheets must be provided as stated herein, regardless of online availability, to meet State of Wisconsin and United States Department of Labor, Occupational Safety and Health Administration (OSHA) requirements.

Safety Data Sheets must be provided as stated herein to:

<table>
<thead>
<tr>
<th>Agency name</th>
<th>Madison Metropolitan Sewerage District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency department</td>
<td>Procurement</td>
</tr>
<tr>
<td>Project manager name, title</td>
<td>Matthew Leitzen, Procurement Agent</td>
</tr>
<tr>
<td>Agency address</td>
<td>1610 Moorland Rd.</td>
</tr>
<tr>
<td>City, state &amp; zip code</td>
<td>Madison, WI 53713</td>
</tr>
</tbody>
</table>
VENDOR REFERENCES

FOR VENDOR:

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for two (2) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name

Address

Contact Person

Phone No.

Product(s) and/or Service(s) Used

Company Name

Address

Contact Person

Phone No.

Product(s) and/or Service(s) Used
BIDDER RESPONSE SHEET

Bidders must submit the following table with a response in the form of a check in one box for each criterion indicating “Yes” or “No”. A check indicating “Yes” certifies that the Bidder is fully capable of providing the service or qualification described. Bids without a response for each requirement or “No” will be rejected. Awarded Contractor must be able to answer “Yes” to all requirements.

### QUALIFICATIONS AND REQUIREMENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Requirement Description</th>
<th>YES, I can meet this requirement</th>
<th>NO, I cannot meet this requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Bidder must be in the business of providing and delivering Chemicals for at least the past three (3) years.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 4.3     | Contract Manager Name ___________________________  
Bidder awarded the Contract must designate a person as the “Contract Manager” to provide on-going communication, coordination of services, answer questions, and resolve issues |                                  |                                   |
<p>| 6.2     | Bidder will provide the Delivery Time in the section provided on the RFQ Cover Sheet. Guaranteed delivery within 4 days of notice? |                                  |                                   |
| 14.1.1  | The chemical product must meet specified type and concentrations                          |                                  |                                   |
| 14.1.2  | Must will provide a copy of the Safety Data Sheet (SDS)                                   |                                  |                                   |
| 14.2.1  | Delivery must be in bulk quantity, not in drums and pumped into tanks systems by Contractor. |                                  |                                   |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Requirement Description</th>
<th>YES, I can meet this requirement</th>
<th>NO, I cannot meet this requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>14.2.3</td>
<td>Delivery times will be during normal business hours that are from 7:00 a.m. to 4:00 p.m., Monday through Friday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.2.4</td>
<td>Delivery requests by MMSD will be either by phone or e-mail, depending on the best method determined in collaboration with the awarded Contractor; from: Operations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.2.5</td>
<td>The Contractor’s delivery truck will be routed from Gate #1, to the storage tank area at the Struvite harvesting building..</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Specify the Product Name and Product # (if applicable for the RFQ response)

Product Name: **Bulk 50% Sodium Hydroxide (Caustic Soda, Liquid) NaOH**

Product Number_________________________________________________

I certify that the information I have provided in this bid is true, and I understand that any false, misleading, or missing information will disqualify the bid.

Company Name:  __________________________________________________________

Bidder’s Name and Title:  ____________________________________________________

Bidder Signature:  ____________________________________________

Date:  ________________

Signature of authorized MMSD Employee: ______________________________

Printed Name:  

Date: ______