

THE METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

INVITATION FOR BID

LIQUID OXYGEN FOR WATER TREATMENT

I. INTENT OF SOLICITATION

Competitive sealed bids are solicited from qualified chemical suppliers to provide liquid oxygen to the Metropolitan Water District of Salt Lake & Sandy (the District) for a term of one (1) year at fixed prices.

Potential suppliers must meet applicable American Water Works Association (AWWA) Standards, National Sanitation Foundation (NSF)/American National Standards Institute (ANSI) 60 and the District's specifications for liquid oxygen.

II. BACKGROUND

The District is a wholesale provider of treated water to Salt Lake City Public Utilities Department, Sandy City Public Utilities Department, and others. The District owns and operates two (2) water treatment plants, the Little Cottonwood Water Treatment Plant (LCWTP) and the Point of the Mountain Water Treatment Plant (POMWTP), (collectively called the Treatment Plants). The Treatment Plants have full conventional treatment. Liquid oxygen is used during on-site production of ozone gas. Ozone gas acts as a primary disinfectant in the treatment process and also provides positive aesthetic benefits in the finished water. Both Treatment Plants have different volume requirements for liquid oxygen. Some physical differences between Treatment Plants exist with respect to storage and use of liquid oxygen. The LCWTP has two (2) 21,000 gallon storage tanks; one (1) tank is in service. The POMWTP has one (1) 13,000 gallon storage tank. All liquid oxygen tanks are owned by the District.

The estimated annual liquid oxygen use at LCWTP is 28,000,000 Standard Cubic Feet (SCF) and the estimated annual liquid oxygen use at POMWTP is 4,000,000 SCF. Actual quantities may vary. Forces of nature, raw water ozone demand, and other factors will be determining factors in the amount of liquid oxygen required. For a complete description of product and/or service requirements refer to Exhibit A of the attached Sample Agreement.

Because of the volatility in pricing for raw materials and other factors, contracts will be limited to a one-year term. Prices are to remain fixed for such term.

III. WRITTEN AGREEMENT REQUIRED

The selected supplier will be required to enter into a written agreement with the District (see Attachment A, Sample Agreement). The District reserves the right to make any minor or corrective changes in the form of the Sample Agreement before signature.

Bidders are advised to read thoroughly the Sample Agreement. Bidder's signature on any bid submitted in response to this invitation for bid will serve as an agreement that bidder is willing to enter into the Sample Agreement, in the form attached, if awarded the contract. Statements that a bid is qualified or contingent upon the District accepting one or more proposed agreement modifications are not effective.

Bidders should pay particular attention to insurance requirements specified in Exhibit B of the Sample Agreement. Proposed pricing must include all insurance costs. The selected supplier will be required to provide insurance certificates at the time of notification of conditional contract award.

IV. SUBMISSION OF BIDS

Bids shall be submitted through Utah Public Procurement Place (U3P) and received by 11:30 a.m. on Monday, February 10, 2025, at which time they will be publicly opened and read aloud. All bids must be submitted on the form shown as Exhibit C of the Sample Agreement. The form must be signed by a representative of the company having the legal authority to bind the bidder. The District may require evidence of legal authority as a condition to the District signing the final agreement.

V. CONTENT OF BID

All bids submitted must include at least the following information:

- A. Exhibit C, Schedule of Fees, of the Sample Agreement must be filled out and returned. All bids must be in U.S. dollars. Contact information for the responsible person shall be included.
- B. A recent certificate of analysis showing the potential supplier's ability to meet the specifications for liquid oxygen outlined in Exhibit A of the Sample Agreement.
- C. Acceptable evidence of NSF/ANSI 60 certification and compliance with AWWA B304, of latest revision, for liquid oxygen.

Bids received that do not contain the above items may be rejected.

VI. SUBMISSION DEEMED AGREEMENT

Bidder's signature indicates bidder's agreement to be governed by the District's Procurement Regulations, Chapter 6 of the District's Policies and Procedures, and to comply with all terms and conditions described in all solicitation documents. The District is subject to the Utah Government Records Access and Management Act, Utah Code Ann. § 63G-2-101, et. seq. (GRAMA). All bids are ordinarily public documents once an award is made. If a bidder claims any portion of their bid contains proprietary information they are responsible to understand and implement any protection provided by GRAMA. The District will not be bound by any instructions, etc. contained in a bid, but rather will only be governed by GRAMA and District GRAMA regulations. By the submission of any bid, the bidder represents and warrants the factual matters stated in the bid.

VII. DISQUALIFICATION OF BIDDERS

The District may, at its sole option and election, decide not to consider bids from individuals or entities included in the following categories:

- A. Any organization or individual the District determines is in arrears or in default to the District on any debt, contract or other obligation.
- B. Any organization or individual the District has determined has previously materially failed to faithfully perform a contract obligation or other obligation to the District.

VIII. ADDITIONAL INFORMATION

The District's designated contact person for questions or additional information concerning the services and/or products specified in this invitation for bid is:

Mark Sarvela, Assistant Operations Manager
3430 East Danish Road
Cottonwood Heights, Utah, 84093
Office (801) 942-9688
Cell (801) 910-6560
e-mail: sarvela@mwdsls.gov

IX. AWARD OF CONTRACT

Bidders are advised that award of a contract from this bid will be made to the lowest responsible and responsive bidder. The District reserves the right to reject any or all bids submitted in response to this solicitation, to waive any informality or technicality, allow bid correction as described by the District's Procurement Regulations or the Utah Procurement Code, or to accept bids determined to be in the best interest of the District.

X. GOVERNING CODE AND RULES

The District's procurement processes, including this competitive solicitation, are governed by the District's Procurement Regulations found at Chapter 6 of District's Policies and Procedures (available from the District's website, www.mwdsls.gov) and the Utah Procurement Code.

XI. SAMPLES

Bidders may be required to submit a sample of any and all items bid, upon request from the District's representative.

ATTACHMENT A

SAMPLE AGREEMENT

AGREEMENT FOR LIQUID OXYGEN

THIS AGREEMENT is between the Metropolitan Water District of Salt Lake & Sandy, a Utah metropolitan water district (District) and (Supplier), and shall have an effective date of March 1, 2025.

RECITALS

The District owns and operates two drinking water treatment plants that require water treatment chemicals.

Supplier desires to provide certain water treatment chemicals to be used by the District.

The District desires to engage Supplier for such services as described in this Agreement.

AGREEMENT

In consideration of the promises and covenants here, the parties agree as follows:

1. Supplier agrees to provide liquid oxygen to the District according to the terms and conditions described in this Agreement for a period commencing as of the effective date of this Agreement and continuing until February 28, 2026. This is a non-exclusive contract and the District reserves the right to acquire the product, at District's sole discretion, from other sources during the term of this Agreement. All financial commitments by the District shall be subject to the appropriation of funds by the District's Board of Trustees, and the limitations on future budget commitments provided under applicable Utah law.
2. For the products and services provided by Supplier as described here:
 - a. Supplier shall be paid \$x.xx per 1000 standard cubic feet (SCF) of liquid oxygen. A SCF is defined as one cubic foot of gas measured at 70 degrees Fahrenheit and 14.7 pounds-force per square inch absolute (psia) and dry.
 - b. Price shall be based on bulk delivery (approximately 500,000 SCF).
 - c. No guarantee of the actual size or number of District purchases is implied or expressed by this Agreement. District requirements shall be determined by actual need as specifically ordered by District in accordance with the chemical specifications and delivery locations referenced in Exhibit A.
 - d. The prices stated are free on board (FOB) to the District delivery site and include all costs associated with the performance and if applicable, initiation of the services

specified, including materials, supervision, labor, inspection, transportation, fuel and other surcharges, demurrage, delivery, etc. This price is all inclusive and no other charges shall be allowed. Prices stated are fixed for the entire term of this Agreement.

- e. The District is exempt from sales, use and federal excise taxes on these products and/or services.
 - f. Title shall transfer to the District upon:
 - i. proper unloading in designated storage areas by Supplier; and
 - ii. inspection and acceptance by District.
3. Supplier shall be responsible for the following general requirements when making deliveries:
- a. Supplier acknowledges that it has inspected the District's treatment facilities and any other delivery points and has the manpower and equipment necessary for the proper delivery of the product as specified. Supplier assumes full responsibility to the extent caused by Supplier's negligence for damage to District property caused by Supplier's employees, contractors, agents or equipment.
 - b. Supplier shall possess and keep in force all licenses, certifications and permits required to perform services under this Agreement.
 - c. Each shipment is to be accompanied by a certified analysis from the manufacturer or supplier which must include total hydrocarbon content, dew point or water content and percent (%) purity of product for liquid chemicals.
 - d. Proper connections (e.g., leak-proof or dust-proof as required) will be ensured between the truck and the chemical unloading facilities.
 - e. Supplier shall provide the District, after chemical delivery, with a certified liquid meter receipt stating the gallons and/or SCF of liquid oxygen offloaded during delivery.
 - f. Supplier shall be responsible for any chemical spills that occur during the unloading of any chemical. Any chemical spill must be cleaned up and properly disposed of by the Supplier in an appropriate manner prior to leaving District facilities. Facilities should be as clean as they were prior to unloading of chemicals.
 - g. Supplier shall make deliveries to locations specified by District within 48 hours from the placement of the order unless another timeframe is mutually agreed upon at the time of order. If Supplier has installed functioning telemetry, deliveries may also be made according to data provided by the telemetry.
 - h. Supplier shall contact District 24 hours in advance of delivery to coordinate the delivery arrival time in order to ensure that unloading will be completed at a time when the operations can be properly supervised by the District. Generally delivery shall take place between the hours of 7:30 a.m. and 3:00 p.m. local time. No deliveries shall be accepted on Saturday, Sunday or District holidays, unless specifically requested by District or mandated by properly functioning telemetry.
 - i. Sampling and testing shall be conducted in accordance with all applicable American Water Works Association (AWWA), American National Standards Institute (ANSI) and American Society for Testing and Materials (ASTM) specifications. Testing

shall be conducted by accredited laboratories that can provide certified results in the analysis to be performed.

- j. Supplier shall off-load liquid oxygen in a manner suitable to the District and in accordance with safe cryogenic practices. Off-load pressures shall not exceed acceptable limits for auto-vents or safety relief valves. Careful consideration shall be given to fill methods. The District shall be consulted prior to and during first off-load to assure that the District is comfortable with off-load procedures and methods. Supplier shall request that District periodically observe off-loads. Supplier shall also implement its own Quality Assurance and Quality Control Program.
4. At the time this Agreement is executed, Supplier shall submit to District the following:
 - a. A certified chemical analysis of the most recent batch of product;
 - b. Certification, by signing this agreement, that the product meets AWWA standards in every respect;
 - c. ANSI/National Sanitation Foundation (NSF) Standard No. 60 certification. Such certification shall verify the product is in full compliance for each point of transfer (i.e., rail car to tanker to District's facilities).
 - d. Evidence of insurance as described in Exhibit B.
 - e. Certification, by signing this Agreement, that quality assurance, quality control and safety procedures are in place and will be followed.
 5. All parties involved in the production and physical shipment of the product must have the appropriate ANSI/NSF certification, as applicable, to be in compliance with the terms of this Agreement. Failure to produce such certifications may be grounds for termination of this Agreement.
 6. Supplier's employees, contractors, agents and trucking firms assigned to this Agreement shall be experienced and trained in handling this product.
 7. Billing and payment procedures:
 - a. District may withhold payment for loads that do not include the required certifications, analysis sheets, and/or related required information.
 - b. Supplier shall submit a written invoice. Payment for chemicals shall be based on the actual quantity of the product delivered as shown on certified liquid meter tickets. All invoices and delivery tickets for purchases by District of the product covered by this Agreement shall state the unit price and quantity of chemical provided (and any related calculations to show the proper relationship between the unit price and the quantity of chemical provided) according to the terms of this Agreement. The invoice shall show both the chemical name shown in this Agreement and any trade name used by Supplier for such product.
 - c. The District shall make payment to Supplier for all goods provided by Supplier pursuant to this Agreement. The District shall pay the amount owed within thirty (30) days after receipt of the invoice.
 8. Supplier shall maintain, at no cost to the District, the insurance outlined in Exhibit B, and provide evidence of compliance satisfactory to District.

9. The District may cancel this Agreement for any reason, without any liability therefore, upon giving Supplier thirty (30) days prior written notice. Such notice shall be sent to the last known address of Supplier.
10. Without prejudice to any right or remedy, and without the necessity of giving the thirty (30) day notice provided in paragraph 9 above, the District may terminate this Agreement for cause in the event Supplier fails to fulfill, in a timely or satisfactory manner, any of the terms and conditions set forth in this Agreement and fails to cure such failure within three (3) days after written notice from the District of such failure.
11. If this Agreement is canceled or terminated as provided herein, the District shall pay Supplier on the basis of actual services satisfactorily performed as reasonably calculated by the District.
12. District is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor (GRAMA). All materials submitted by Supplier pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Supplier. Any materials for which Supplier claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from Supplier explaining Supplier's claim of exemption from disclosure. The District will make reasonable efforts to notify Supplier of any requests made for disclosure of documents submitted under a claim of confidentiality. Supplier may, at Supplier's sole expense, take any appropriate actions to prevent disclosure of such material. Supplier specifically waives any claims against District related to disclosure of any materials required by GRAMA.
13. Supplier shall at all times strictly comply with all federal, state, and local health, safety, labor and environmental laws, regulations and ordinances, and all generally accepted trade or industry standards, applicable to quality, labeling, packaging, warning, training, handling and delivery relating to chemicals provided to the District by Supplier. Upon occurrence or discovery of any matter relating to provided chemicals having potential adverse health, safety or environmental impact, Supplier shall immediately notify District and promptly take, at its Supplier's sole expense, all necessary actions to comply with all federal, state, and local health, safety, labor or environmental laws, regulations and ordinances, and all generally accepted trade or industry standards, applicable to the quality, labeling, packaging, warning, training, handling and delivery relating to chemicals provided by Supplier.
14. Supplier shall be solely responsible for the safety of Supplier's employees, contractors, agents and others relative to Supplier's work, work procedures, material, equipment, transportation, signage, and related activities and equipment. In no event shall any fault of Supplier or Supplier's employees, contractors or agents be reapportioned to District, its officers, trustees or employees. To the extent District is not otherwise defended and indemnified by an insurer, and District makes a request in writing to Supplier, Supplier shall indemnify and hold District and its officers, trustees and employees harmless from any such reapportionment of fault.
15. All chemicals shall be shipped to the applicable facilities in accordance with applicable AWWA and NSF Standards, as amended or superseded from time to time.
16. Supplier is not an employee of the District for any purpose whatsoever. Supplier is a skilled, experienced, professional and independent contractor and shall act accordingly.

17. Supplier makes the following warranties, subject to the following limitations and disclaimers:

- a. District acknowledges it understands the hazards associated with the product.
- b. District acknowledges that distinct from this Agreement District has certain duties to its employees and others who may be affected by the District's storage and use of the product to act reasonably in the storage and use of the product. Nothing in this Agreement shall be interpreted as shifting such District duties to Supplier.
- c. District alone is responsible to determine whether the product as specified in Exhibit A is fit for District's intended use.
- d. District alone is responsible for the method and manner of its use of the product.
- e. Supplier warrants the product as delivered will meet the specifications in Exhibit A.
- f. Supplier warrants it will load, label, transport and deliver the product in a reasonably careful and professional manner, consistent with generally accepted industry standards and applicable laws, rules, regulations and ordinances. Supplier has the right, in its sole discretion, and without incurring any liability to District, to refuse to deliver the product if Supplier determines District facilities are in a condition that would not allow such delivery in a safe manner. Supplier shall alert the District of such concerns promptly.
- g. Supplier warrants that District will have good title to the delivered product, free of liens and encumbrances.
- h. **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NO WARRANTIES ARE MADE BY SUPPLIER TO DISTRICT, AND WARRANTIES EXPRESSED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- i. District shall not be entitled to consequential damages resulting from delays in delivery or failure of delivery of the product.

18. All notices shall be directed to the following addresses:

District: Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, UT 84093

Supplier: _____

19. This Agreement shall not be assigned by either party without the prior written consent of the other party.
20. This Agreement embodies the entire Agreement between the parties relating to the subject matter of this Agreement and shall not be altered except by written amendment, signed by both Supplier and District. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on Supplier's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Supplier that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the District. The intent of the parties is that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.
21. This Agreement shall be enforced in and governed by the laws of the state of Utah. Venue is proper in the Third Judicial District Court of the State of Utah, in and for Salt Lake County.

The parties are signing this agreement as of the date(s) indicated below.

THE METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

By: _____
Annalee Munsey, General Manager

Date: _____

SUPPLIER

By: _____

Printed name: _____

Title: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK

LIQUID OXYGEN FOR WATER TREATMENT

I. LIQUID OXYGEN BACKGROUND

Liquid oxygen is used during on-site generation of ozone gas, which when applied appropriately to the water, has the ability to provide primary disinfection. Treatment using ozone also provides operational and aesthetic benefits.

II. LIQUID OXYGEN

Product shall meet the National Sanitation Foundation (NSF)/American National Standards Institute (ANSI) Standard No. 60 for Drinking Water Treatment Chemicals - Health Effects and American Water Works Association (AWWA) most recent Standard B304.

III. LIQUID OXYGEN TECHNICAL SPECIFICATIONS

1. Oxygen Purity: greater than 99.0%.
2. Dew Point: minus 80° F or less.
3. Total hydrocarbon content: not to exceed 25 ppm at delivery.
4. Water content: less than 7.8 ppm.

A. SHIPPING DIRECTIONS

A. Product will be required at the following District locations:

1. Little Cottonwood Water Treatment Plant
9000 South Danish Road
Cottonwood Heights, Utah 84093
2. Point of the Mountain Water Treatment Plant
235 West Marion Vista Drive
Draper, Utah 84020

B. Typical load size will be delivered via tanker truck with a capacity of approximately 500,000 SCF.

EXHIBIT “B”

Supplier shall maintain, at no cost to District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance, Supplier and all of Supplier’s contractors shall maintain limits no less than:

1. **GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):**

- i. Combined Single Limit (Bodily Injury and Property Damage):
 1. \$2,000,000 Per Occurrence
- ii. Personal Injury (including completed operations and products liability):
 1. \$2,000,000 Each Occurrence
- iii. General Aggregate:
 1. \$3,000,000
- iv. Products - Comp/OP Aggregate:
 1. \$3,000,000
- v. Limits to apply to this project individually.

2. **AUTOMOBILE LIABILITY:**

- i. \$2,000,000 Per Occurrence
- ii. “Any Auto” coverage required.

3. **WORKERS’ COMPENSATION and EMPLOYERS LIABILITY:**

- i. Workers’ compensation statutory limits.
- ii. Employers Liability statutory limits.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by District in writing. At the option of District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects District, its trustees, officers, and employees as additional insureds; or Supplier may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of District, its trustees, officers, and employees as additional insureds.

District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, Supplier shall pay for costs related to losses, investigations, claim distribution, and defense expenses of District, its trustees, officers, and employees as

additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed.

C. OTHER INSURANCE PROVISIONS

The General Liability, Automobile Liability, and Pollution Liability Coverages are to contain, or be endorsed to contain, the following provisions:

1. District, its trustees, officers, and employees are to be covered as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to District, its trustees, officers, and employees.
2. Additional insured coverage shall be on a primary basis for ongoing and completed work.

Supplier shall procure and maintain in place a subrogation waiver from Supplier's Worker's Compensation insurer as to District and its Trustees, officers and employees.

D. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by District.

E. VERIFICATION OF COVERAGE

Supplier and all of Supplier's contractors and all subcontracts of Supplier's contractors shall furnish District with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Supplier shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Supplier of such a change.

EXHIBIT “C”

SCHEDULE OF FEES

LIQUID OXYGEN FOR WATER TREATMENT

1. **GENERAL**

- A. The price per 1000 standard cubic feet (SCF) stated shall include all costs associated with the performance and if applicable, initiation, of the services specified, including materials, supervision, labor, inspection, transportation, fuel and other surcharges, demurrage, delivery, etc. No other charges shall be allowed.
- B. Unit of Measurement: The unit of measurement for all purposes hereunder shall be represented in SCF. A SCF is defined as one cubic foot of gas measured at 70° F and 14.7 psia (pounds-force per square inch absolute) and dry.
- C. The District is exempt from sales, use and federal excise taxes on these products and/or services. Exemption certificates shall be furnished when federal excise tax is exempted.
- D. Prices stated shall be firm for the full year of this Agreement.

2. **PRICING SECTION**

The unit price for liquid oxygen shall be:

Bulk Liquid Oxygen: \$ _____ per 1000 SCF by tanker.

Bidder’s Signature: _____

Date: _____

3. **CONTACT INFORMATION**

Name: _____

Company: _____

Address: _____

Phone: _____

Email: _____

NOTE: Proposals that do not meet minimum quality and other standards as outlined in Exhibits A, B, C may not be considered.