



*Frankfort Plant Board*

***BID INVITATION #1779***

**ISSUED ON**  
**April 18, 2023**

**BY**

**THE ELECTRIC & WATER PLANT BOARD OF THE  
CITY OF FRANKFORT, KENTUCKY**

**FOR**

**PRICE CONTRACT FOR  
WATER TREATMENT CHEMICALS**

**RESPOND TO THIS OPPORTUNITY BY  
May 5, 2023 by 12:00PM ET**

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### **III. ADVERTISEMENT FOR BID**

**The Frankfort Plant Board  
305 Hickory Drive  
P.O. Box 308  
Frankfort, KY 40602**

Responses to the opportunity to participate in the Electronic Online Event for our Price Contract for Water Treatment Chemicals will be received by the Frankfort Plant Board until May 5, 2023 at 12:00PM ET.

**Specifications may be examined at the following location:**

Frankfort Plant Board  
Service Center  
305 Hickory Drive  
Frankfort, KY 40601

**Or by clicking on the link below:**

<http://applications.ebridgeglobal.com/BidPackage/?ev=FPB\Chemicals>

**No bidder may withdraw his bid for a period of ninety (90) days after closing time scheduled for the receipt of Bids.**

**The Plant Board reserves the right to waive informalities and to accept or to reject any and all bids.**

**Brandon Powers  
Water Treatment Plant Superintendent**

#### **IV. INTRODUCTION**

The Electric & Water Plant Board of the City of Frankfort, Kentucky issues this Invitation to solicit bids for the price contract for Water Treatment Plant Chemicals.

Quoted prices shall be firm F.O.B. with freight included to Frankfort, Kentucky.

**Any shipping, freight, delivery or fuel charges must be included in your unit price. FPB will not pay additional charges.**

Please note instructions on Pages 5-7. Failure to adhere to instructions may result in rejection of bid.

**READ CAREFULLY -- BIDDER MUST PROVIDE ALL INFORMATION REQUESTED --  
SIGN BID**

**If an EEOC Certificate is included as a part of this documentation, it shall be executed and returned as a part of the bid response package. Absence of the EEOC Certificate indicates your organization already has the necessary compliance certificate on file with the Plant Board.**

## **V. INSTRUCTIONS TO BIDDERS**

### **1. SUBMISSION OF BIDS**

A. The following certificates or notices are included as a part of this documentation and shall be returned as a part of the bid response package.

- An Equal Employment Opportunity Compliance (EEOC) Certificate
- A Certification of Nonsegregated Facilities (CONF)
- A General Safety Program (GSP) Notice
- A Drug free Workplace Compliance (DWC)

B. Responses shall be submitted ONLY VIA EMAIL to Jennifer Hellard at:

[jhellard@fewpb.com](mailto:jhellard@fewpb.com)

The subject line should include the INVITATION NUMBER, RESPONSE DATE, AND TIME. No responsibility will be attached to the Frankfort Electric & Water Plant Board for the premature opening of or failure to open a response not properly addressed or identified.

C. Responses may be rejected unless signed by a proper agent of the firm.

D. Conditional responses are not acceptable.

E. It is the responsibility of each Bidder before submitting a Bid to:

- Examine the Bid and Contract documents thoroughly.
- Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work.
- Study and carefully correlate Bidder's observations with the Bidding and Contract documents and notify Owner of all conflicts, errors, and/or discrepancies.

F. All bids shall remain subject to acceptance for a period of ninety (90) days after the date of the Bid opening.

G. Bids may be withdrawn at any time prior to opening upon written request by the bidder. Negligence on the part of the bidder in preparing his bid shall not constitute a right to withdraw bid after it has been opened.

H. Bidders are invited to attend public bid opening; also, to review complete bid files after awards have been made.

## **2. BID SCHEDULE/SIGNATURE PAGE**

A. No pricing shall be submitted in the response to this opportunity. All pricing will be done EXCLUSIVELY ONLINE.

B. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

C. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

D. All names must be typed or printed below the signature.

E. The response shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

F. The address, telephone number and contact person for communications regarding the Bid must be shown.

## **3. QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform work, each Bidder must be prepared to submit within five (5) days of Owner's request, written evidence such as financial data, previous experience, present commitments and other such data as may be called for. The Owner may make an investigation as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose, as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

#### **4. AWARD OF CONTRACT**

A. The Owner reserves the right to reject any and all Bids and to waive informalities or minor defects. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 90 days after the actual date of opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder. In the event that the lowest responsive and responsible bid is within the Owner's budget, the Contract will be awarded to the lowest responsive and responsible Bidder which, in the Owners sole and absolute judgment, will best serve the interest of the Owner.

B. In determining the most responsive and responsible Bidder, the following elements will be considered:

- (1) Lowest price;
- (2) Where specified, water quality performance of the product;
- (2) If the Bidder has a satisfactory performance record;
- (3) If the Bidder has a suitable financial status to meet obligations incidental to the work;
- (4) If the Bidder involved maintains a permanent place of business;
- (5) Bidder has adequate personnel and equipment to perform the work properly within the time allotted;
- (6) Number of and acceptability by the Owner of any and all proposed Subcontractors;
- (7) The completeness and regularity of the Bid Schedule; and
- (8) Time schedule of delivery.

In addition, the Owner may consider in making the determination (1) the selection of equipment (or materials), (2) alternate equipment (or materials), and (3) deductions or other modifications listed in the Bid Schedule.

#### **5. LAWS AND REGULATIONS**

The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinance, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

## **6. SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this contract, the Contractor shall:

- A. Comply with the safety standards provisions of applicable laws, building and construction codes and the “Manual of Accident Prevention in Construction” published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the “Federal Register”, Volume 36, No. 75, Saturday, April 17, 1971.
- B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

## VI. SPECIFICATIONS

### Note that specifications have changed

#### NOTE:

**Our estimated requirement for these items for the period of July 1, 2023 – December 31, 2023 follows.** Since these quantities are estimates, we desire that you quote with the understanding that delivery will be requested when and as needed. Also, quote with the understanding that orders may either exceed or fall short of the estimated quantities.

#### Individual Product Requirements:

- For the bid, samples for **Powdered Activated Carbon** are required.
- **Polyaluminum chloride (PAC)**
  - Bid qualifications are time and performance specific. Carefully review specification for product consideration.

#### General Specifications:

1. Products bid must be *NSF International (NSF)*, *Water Quality Association (WQA)*, or *Underwriters Laboratory (UL)* certified to the applicable **NSF standard (60 or 61)** for use in drinking water treatment.
2. SDS must be provided to Frankfort Plant Board with the intent to bid document.
3. Sample is required for Powdered Activated Carbon (PAC) Taste & Odor Grade. Samples are due **May 26, 2023** to Frankfort Plant Board, Brandon Powers, 200 Coffee Tree Road, Frankfort, Kentucky, 40601. Failure to submit sample by this date and time may result in disqualification.
4. Bidders must adhere to the following procedure:
  - When the chemical being bid is placed into the final deliverable container (bulk or individual), the facility at which this packaging takes place must be certified by NSF, WQA or UL to provide the product complying with the applicable

standard. Certification must be listed on the NSF, WQA or UL site no later than May 14, 2023.

5. If the NSF, WQA, or UL website does not indicate certification, the bidder has one week to produce the certificate. In the case of error on the NSF, WQA or UL site for listing certification the bidder has the responsibility of resolving the error with NSF, WQA or UL.
6. If the NSF, WQA or UL certification status changes at any time during the contract the Vendor shall notify the Water Treatment Plant Superintendent immediately.
7. Current contract prices prevail on the order date of the chemical and not the delivery date.
8. Delivered product shall be from one (1) manufactured lot or production run. Frankfort Plant Board reserves the right to deny or detain unloading of delivered product that contains product from multiple lots or runs.
9. Delivered product shall be the product originally bid and accepted by FPB. Substitutions shall not be accepted.
10. Unless otherwise stated in the specification the individual chemical, Vendor shall allow two hours unloading time for each delivery without additional charge.
  - Unless otherwise requested, delivery times are Monday through Friday between the hours of 7:00 a.m. & 3:00 p.m. local time.
11. No unloading time charges will accrue while deliveries arriving outside the specified delivery time wait to be unloaded during the specified delivery times.
12. Security and Quality Assurance
  - Chemical suppliers must provide identification containing picture, name, and driver's license number for each driver

delivering to the treatment plant (upon request). Such identification must be available to Frankfort Plant Board employee accepting deliveries to the treatment plant (upon request).

- Frankfort Plant Board reserves the right to delay unloading for up to 72 hour for product testing.

#### 13. Site Assessment

- If a site assessment of the Frankfort water treatment plant is required prior to the delivery of the first load of chemical, the necessary forms shall be provided to FPB upon award of the bid.

#### 14. Chemical Ordering Information

- Chemical ordering information (phone number, email address, contact name, etc.) shall be provided in the bid package.

#### 15. Financial Account Set-up

- Any information or forms necessary for FPB to establish an account with a vendor shall be included in the bid package.

## **Liquid Ammonium Sulfate (LAS) For Use in Treatment of Municipal Drinking Water Supply**

### APPLICABLE STANDARDS

American Water Works Association B302-16 "Standard for Ammonium Sulfate" or the latest edition.

### QUANTITY

Furnish an estimated amount of 125,000 pounds of 40% liquid ammonium sulfate (6 months).

### DELIVERY AND CERTIFICATION

1. The liquid ammonium sulfate shall be NSF International or UL certified to NSF/ANSI Standard 60.
2. A SDS shall be provided to the Frankfort Plant Board with a vendor's intent to supply.
3. Liquid Ammonium Sulfate **shall be delivered** within 72 hours of placing the order if requested.
4. Delivery shall be made in truck load lots as ordered and delivered by special device truck that has been cleaned to prevent contamination. The product shall be off-loaded into storage tanks at the Edwin Keith White Water Treatment Plant, 200 Coffee Tree Road, Frankfort, Kentucky 40601
5. Delivery and unloading shall meet all OSHA standards; tank trucks or totes shall not contain any substances that could impair the use of the LAS in treating potable water.
6. **No unloading shall begin without prior consent from FPB water treatment plant personnel.**
7. All delivered amounts of liquid and dry chemicals shall have a certified weight ticket and certificate of analysis or the product shall not be accepted.

8. Bulk loads of LAS must be accompanied by a sample of no less than 50 milliliters of product.

PHYSICAL AND CHEMICAL REQUIREMENTS:

1. The Liquid Ammonium Sulfate shall contain no soluble mineral or organic substances in quantities capable of
  - a. Producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the liquid ammonium sulfate or
  - b. Causing water so treated to fail to meet federal and Kentucky drinking water standards.
2. The Liquid Ammonium Sulfate shall meet the following specifications:
  - Ammonium sulfate (%) 38 – 40%
  - Specific gravity (g/ml) 1.20-1.23
  - pH 4.0 – 7.0
  - Soluble Iron (gm/L) <10
  - Color (Pt-Co units) <75
  - Odor None
  - Total Heavy Metals (as Pb) 0.02% maximum
3. The product must not freeze or crystallize during shipment or storage prior to receipt by Frankfort Plant Board.
4. If the material does not meet AWWA Standard B302-16 or above product requirements or causes solids, handling or operational hardship, the Vendor shall remove the material and any that may have mixed with from FPB premises. Vendor shall refund for all product removed at the current price or make a price adjustment agreed upon by both the Vendor and FPB.

CERTIFICATION REQUIRED (for each shipment)

1. Certified weight by a certified commercial weigher.

2. Certified analysis indicating compliance with all applicable requirements of this specification and applicable standards.

**Liquid Sodium Hydroxide 50% (Caustic Soda)  
For Use in Treatment of Municipal Drinking Water Supply**

APPLICABLE STANDARDS

American Water Works Association B501, "Sodium Hydroxide," latest edition.

QUANTITY

1. Furnish 300,000 lbs. of 50% sodium hydroxide solution (6 months).

DELIVERY

1. Delivery shall be made in truck load lots as ordered and delivered by special device truck that has been cleaned to prevent contamination into storage tanks at the Edwin Keith White Water Treatment Plant, 200 Coffee Tree Road, Frankfort, Kentucky, 40601.
2. Sodium Hydroxide **shall be delivered** within 48 hours of order if requested.
3. Delivery and unloading must meet all applications of OSHA standards.
4. No unloading should commence without prior consent from FPB representative.
5. All delivered amounts of all liquids and dry chemicals must have a certified weight ticket and analysis or product shall not be accepted.

PHYSICAL/CHEMICAL REQUIREMENTS

1. Sodium Hydroxide shall contain no soluble mineral or organic substances in quantities capable of (a) producing deleterious or injurious effects on the health of those consuming water that has been properly treated with the sodium hydroxide or (b) causing water so treated to fail to meet Kentucky drinking water regulations.

2. If the material does not meet the AWWA B501 Standard or the above requirements for the product, Vender shall remove the material and any that it may have mixed with from the premise of the purchaser and make a refund of all products removed at the current bid price or make price adjustment agreed upon by the Vender and the purchaser.
3. Proposed Sodium Hydroxide solution bid shall contain 50% solids by weight.
4. Product must not freeze or crystallize during shipment or storage prior to receipt by Frankfort Plant Board.

CERTIFICATION REQUIRED (for each shipment)

1. Certified weight by a certified commercial weigher.
2. Certified analysis indicating compliance with all applicable requirements of this specification and applicable standards.

## **Hydrofluorosilicic Acid For Use in Treatment of Municipal Drinking Water Supply**

### APPLICABLE STANDARDS

American Water Works Association B703, "Standard for Fluorosilicic Acid," latest edition.

### QUANTITY

1. Furnish an estimated amount of 50,000 lbs. (6 months) of Hydrofluorosilicic Acid based on "**half-load**" deliveries ( no more than 23,000 pounds per load)

### DELIVERY

1. Delivery shall be made in truck load lots as ordered and delivered by special device truck that has been cleaned to prevent contamination into storage tanks at the Edwin Keith White Water Treatment Plant, 200 Coffee Tree Road, Frankfort, Kentucky, 40601.
2. Delivery **shall be made** within 10 days of Frankfort Plant Board order.
3. Delivery and unloading must meet all application of OSHA Standards.
4. No unloading should commence without prior consent from FPB representative.
5. All delivered amounts of all liquids and dry chemicals must have a certified weight ticket and analysis or product shall not be accepted.
6. If a split load is delivered, weight tickets must be accompanied by a certified commercial weigher before and after unloading to verify the exact amount of product received.

### PHYSICAL/CHEMICAL REQUIREMENTS

1. Hydrofluorosilicic Acid shall contain no soluble mineral or organic substances in quantities capable of (a) producing deleterious or injurious effects on the health of those consuming water that has been properly

treated with the Hydrofluorosilicic Acid or (b) causing water so treated to fail to meet Kentucky drinking water regulations.

2. Heavy metal content shall not exceed 0.020 percent by weight, expressed as lead (Pb).
3. Must not freeze or crystallize during shipment or storage prior to receipt by Frankfort Plant Board.
4. If the material does not meet the AWWA Standard B703 or above requirements for the product or causes solids, handling, or operational hardship, Vendor shall remove the material and any that it may have mixed with from the premises of the purchaser and make a refund of all product removed at the current price or make a price adjustment agreed upon by the Vendor and purchaser.

#### PRICING AND PAYMENT REQUIREMENTS

1. Payment shall be based on 23 percent acid with additions if over 23 percent and subtractions if under 23 percent.

#### CERTIFICATION REQUIRED (for each shipment)

1. Certified weight by a certified commercial weigher.
2. Certified analysis indicating compliance with all applicable requirements of this specification, applicable Standard, %  $\text{H}_2\text{SiF}_6$ , and specific gravity or density.

**LIQUID FERRIC CHLORIDE**  
**For Use in Treatment of Municipal Drinking Water Supply**

APPLICABLE STANDARDS

American Water Works Association B407, AWWA "Standard for Liquid Ferric Chloride," latest edition.

QUANTITY

1. Furnish an estimated 600,000 lbs. liquid Ferric Chloride (6 months).
2. FPB currently uses ferric chloride as a primary coagulant, but may use polyaluminum chloride as its primary coagulant based on performance and price advantage of each coagulant. Quantity indicated is the anticipated requirement if ferric chloride continues to be used as the primary coagulant.

DELIVERY

1. Delivery shall be made in truck load lots as ordered and delivered by special device truck that has been cleaned to prevent contamination into storage tanks at the Edwin Keith White Water Treatment Plant, 200 Coffee Tree Road, Frankfort, Kentucky, 40601.
2. **Ferric Chloride shall be delivered within 48 hours of order if requested.**
3. Delivery and unloading must meet all applications of OSHA standards.
4. No unloading should commence without prior consent from FPB representative.
5. All delivered amounts of all liquids and dry chemicals must have a certified weight ticket and analysis or product shall not be accepted.
6. All ferric chloride delivery trucks must filter product through a maximum 300 micron filter as the truck is being loaded.
7. Supplier shall provide a 500-milliliter sample of the delivered product at the time of unloading.

### PHYSICAL/CHEMICAL REQUIREMENTS

1. Liquid ferric chloride shall be 33% to 47% of  $\text{FeCl}_3$  by weight and shall contain no soluble mineral or organic substances in quantities capable of (a) producing deleterious or injurious effects on the health of those consuming water that has been properly treated with the ferric chloride or (b) causing water so treated to fail to meet Kentucky drinking water regulations.
2. Must not freeze or crystallize during shipment or storage prior to receipt by Frankfort Plant Board.
3. Ferric Chloride solution concentration shall not vary more than 2% during the contract period.
4. Ferric Chloride solution shall contain no more than 800 milligrams of Mn per kilogram of  $\text{FeCl}_3$  in the solution.
5. If the material does not meet the AWWA Standard B407 or above requirements for the product or causes solids, handling, or operational hardship, Vendor shall remove the material and any that it may have mixed with from the premises of the purchaser and make a refund of all product removed at the current price or make a price adjustment agreed upon by the Vendor and purchaser.

### PRICING AND PAYMENT REQUIREMENT

1. Pricing and payment is based on delivered solution weight.

### CERTIFICATION REQUIRED (for each shipment)

1. Certified weight by certified commercial weigher.
2. Certified analysis indicating compliance with all applicable requirements of this specification and applicable standards, %  $\text{FeCl}_3$ , Mn content and specific gravity or density.

**Liquid Polyaluminum Chloride (PACl)  
For Use in Treatment of Municipal Drinking Water Supply**

APPLICABLE STANDARDS

American Water Works Association B408, "Standard for "Liquid Polyaluminum Chloride (PACl), latest edition.

QUANTITY

1. Furnish an estimated amount of 250,000 lbs. (6 months) of liquid Polyaluminum chloride (PACl) in the following amounts:
2. FPB currently uses PACl as a primary coagulant, but may use ferric chloride as its primary coagulant based on performance and price advantage of each coagulant. Quantity indicated is the anticipated requirement if PACl continues to be used as the primary coagulant.

DELIVERY

1. Delivery shall be made in truck load lots as ordered and delivered by special device truck that has been cleaned to prevent contamination into storage tanks at the Edwin Keith White Water Treatment Plant, 200 Coffee Tree Road, Frankfort, Kentucky, 40601.
2. **Polyaluminum chloride shall be delivered within 48 hours of order if requested.**
3. Delivery and unloading must meet all applications of OSHA standards.
4. No unloading should commence without prior consent from FPB representative.
5. All delivered amounts of all liquids and dry chemicals must have a certified weight ticket and analysis or product shall not be accepted.
6. All Polyaluminum chloride delivery trucks must filter product free of solids as the truck is being loaded.
7. Supplier shall provide a 500-milliliter sample of the delivered product at the time of unloading.

## PHYSICAL/CHEMICAL REQUIREMENTS

1. The Polyaluminum chloride submitted under this specification shall contain no soluble mineral or organic substances in quantities capable of (a) producing deleterious or injurious effects on the health of those consuming water that has been properly treated with the polyaluminum chloride or (b) causing water so treated to fail to meet Kentucky drinking water regulations.
2. The product submitted under this specification must demonstrate the ability to perform effectively in all turbidity, temperature, and pH ranges for the water being treated at the Edwin Keith White Water Treatment Plant. A written report documenting the results shall be provided upon completion of the demonstration. All cost associated with this evaluation shall be the responsibility of the bidder.
3. Polyaluminum Chloride shall meet the following specifications or meet the requirements in #5 below:

Basicity	70%-80%
Aluminum content	12%-13% as Al <sub>2</sub> O <sub>3</sub>

4. **For a polyaluminum chloride product not previously evaluated by FPB:**
  - Provide a sample of the proposed product for jar test performance evaluation at the Edwin Keith White Plant. FPB staff shall specify energy levels and other coagulants involved during testing.
  - Polyaluminum chloride products that differ from the specification in #3 above shall provide sufficient product for (two) 14 day plant trials to occur **prior** to submitting a bid. One trial shall be performed during cold water conditions (January through February) and the second trial shall be conducted during warm water conditions (July through September 15).
  - Documented results of performance based plant trials and laboratory evaluations will be used to determine effectiveness of product related to water quality and cost.
5. Once the bid has been awarded, FPB reserves the right to cancel the contract for polyaluminum chloride should it not produce drinking water

meeting treated and finished drinking water standards under all environmental and operational conditions.

6. The product must retain its treatment capacity (Shelf Life) under proper storage conditions for a minimum of 90 days. Received product must not exceed twenty (20) days from production to receipt.
7. Must not freeze during shipment or storage prior to receipt by Frankfort Plant Board.
8. If the material does not meet the AWWA Standard B408 or above requirements for the product or causes solids, handling, or operational hardship, the Vendor shall remove the material and any that may have mixed with other product from the premises of the purchaser and make a refund of all product removed at the current price or make a price adjustment agreed upon by the Vendor and purchaser.

CERTIFICATION REQUIRED (for each shipment)

1. Certified weight by a certified commercial weigher.
2. Certified analysis indicating compliance with all applicable requirements of this specification and applicable standards, % active ingredients, and density or specific gravity.

**Potassium Permanganate  
For Use in Treatment of Municipal Drinking Water Supply**

APPLICABLE STANDARDS

AWWA B603, "Standards for Permanganates", latest edition.

QUANTITY

1. Furnish an estimated 1500 lbs. (6 months) potassium permanganate.

DELIVERY

1. Delivery shall be made in 330 pound containers as ordered to the Edwin Keith White Water Treatment Plant's Chemical Oxidation Facility (located at the intake), 200 Coffee Tree Road, Frankfort, Kentucky, 40601.
2. Potassium Permanganate **shall be delivered** within 7 business days of order if requested.
3. Delivery and unloading must meet all applications of OSHA standards.
4. No unloading should commence without prior consent from FPB representative.
5. All delivered amounts of all liquids and dry chemicals must have a certified weight ticket and analysis or product shall not be accepted.

PHYICAL/CHEMICAL REQUIREMENTS

1. Potassium Permanganate shall contain no soluble mineral or organic substances in quantities capable of (a) producing deleterious or injurious effects on the health of those consuming water that has been properly treated with the potassium permanganate or (b) causing water so treated to fail to meet Kentucky drinking water regulations.
2. Potassium Permanganate shall be "Free Flowing Grade" that meets all requirements for non-clumping material.
3. Potassium Permanganate shall have a  $\text{KNMO}_4$  content of 97% or greater.

CERTIFICATION REQUIRED (for each shipment)

1. Certified analysis indicating compliance with all applicable requirements.

**Powdered Activated Carbon  
Taste and Odor Grade  
For Use in Treatment of Municipal Drinking Water Supply**

APPLICABLE STANDARDS

American Water Works Association, B600, "Standard for Powdered Activated Carbon," latest revision.

QUANTITY

1. Furnish an estimated 45,000 lbs. (6 months) of taste and order grade-powdered activated carbon. Powdered activated carbon is used on demand at Frankfort Plant Board as warranted by water quality.

DELIVERY

1. Delivery shall be made in clean bulk pressure truck lot as ordered and delivered into the carbon storage bin at the Edwin Keith White WTP.
2. Powdered activated carbon **shall be delivered** within 7 days after a FPB order is placed.
3. Delivery and unloading must meet all applications of OSHA standards.
4. No unloading should commence without prior consent from FPB representative.
5. All delivered amounts of all liquids and dry chemicals must have a certified weight ticket and analysis or product shall not be accepted.

PHYSICAL/CHEMICAL REQUIREMENTS

1. Powdered Activated Carbon shall contain no soluble mineral or organic substances in quantities capable of (a) producing deleterious or injurious effects on the health of those consuming water that has been properly treated with the powdered activated carbon for (b) causing water so treated to fail to meet Kentucky drinking water regulations.

2. If the material does not meet the AWWA B600 Standard or the above requirements for the product, Vender shall remove the material and any that it may have mixed with from the premise of the purchaser and make a refund of all products removed at the current bid price or make price adjustment agreed upon by the Vender and the purchaser.

#### SAMPLING REQUIREMENTS

1. Bidder must submit a sample of powered activated carbon in accordance with AWWA B600. This sample will be used to evaluate product performance. See section V. Specifications, #2 for details.
2. Sample amount submitted must be at least (1) pound.

#### CERTIFICATIONS REQUIRED (for each shipment).

1. Certified weight by a certified commercial weigher.
2. Certified analysis indicating compliance with all applicable requirements of this specification and applicable standards.

**Sulfuric Acid**  
**For Use in Treatment of Municipal Drinking Water Supply**

APPLICABLE STANDARDS

None

QUANTITY

Furnish an estimated 125,000 lbs. (6 months) Sulfuric Acid.

DELIVERY

1. Delivery shall be made in truck load lot as ordered and delivered by special device truck that has been cleaned to prevent contamination into storage tanks at the Edwin Keith White Water Treatment Plant, 200 Coffee Tree Road, Frankfort, Kentucky, 40601.
2. Sulfuric Acid **shall be delivered** within 7 business days of order if requested.
3. Delivery and unloading must meet all applications of OSHA standards.
4. No unloading should commence without prior consent from FPB representative.
5. All delivered amounts of all liquids and dry chemicals must have a certified weight ticket and analysis or product shall not be accepted.

PHYSICAL/CHEMICAL REQUIREMENTS

1. Sulfuric Acid shall contain no soluble mineral or organic substances in quantities capable of (a) producing deleterious or injurious effects on the health of those consuming water that has been properly treated with the sulfuric acid or (b) causing water so treated to fail to meet Kentucky drinking water regulations.

2. Sulfuric Acid shall meet the following specifications:

Sulfuric Acid	93%
Iron	<40 ppm maximum
Mercury	<1.0 ppm maximum
Chloride	<10 ppm maximum
Nitrate	<10 ppm maximum
Sulfur Dioxide	<40 ppm maximum
Lead	<1 ppm maximum
Color	<30 APHA maximum
Copper	<1 ppm maximum

CERTIFICATION REQUIRED (for each shipment)

1. Certified weight by a certified commercial weigher.
2. Certified analysis indicating compliance with all applicable requirements of this specification and applicable standards.

**Zinc Orthophosphate  
For Use in Treatment of Municipal Drinking Water Supply**

APPLICABLE STANDARDS

AWWA B506, "Standard for Zinc Orthophosphate", latest edition.

QUANTITY

1. Furnish as estimated 45,000 lbs. (6 months) of zinc orthophosphate.

DELIVERY

1. Delivery shall be made in truck load lot as ordered and delivered by special device truck that has been cleaned to prevent contamination into storage tanks at the Edwin Keith White Water Treatment Plant, 200 Coffee Tree Road, Frankfort, Kentucky, 40601.
2. Zinc Orthophosphate **shall be delivered** within 7 business days of order if requested.
3. Delivery and unloading must meet all applications of OSHA standards.
4. No unloading should commence without prior consent from FPB representative.
5. All delivered amounts of all liquids and dry chemicals must have a certified weight ticket and analysis or product shall not be accepted.

PHYSICAL/CHEMICAL REQUIREMENTS

1. Zinc Orthophosphate shall contain no soluble mineral or organic substances in quantities capable of (a) producing deleterious or injurious effects on the health of those consuming water that has been properly treated with the zinc orthophosphate or (b) causing water so treated to fail to meet Kentucky drinking water regulations.
2. **Zinc Orthophosphate provided shall be a 3:1 liquid blend ratio of orthophosphate to zinc. No other blend ratio shall be accepted.**

3. Zinc Orthophosphate shall meet the following specifications:

P <sub>0</sub> <sub>4</sub> Concentration	34-37%
Zn Concentration	11-13
Density	1.50-1.58
Solubility	Complete

**No other PO<sub>4</sub> or Zn concentration ranges shall be accepted.**

4. Product provided shall be clear, water white, odorless, acidic solution .

CERTIFICATION REQUIRED (for each shipment)

1. Certified weight by a certified commercial weigher.
2. Certified analysis indicating compliance with all applicable requirements of this specification and applicable standards.

## VII. BID PRICING FORM

**NOTE: Our estimated requirement for these items for the period of July 1, 2023 – December 31, 2023 follows. Since these quantities are estimated, we desire that you quote with the understanding that delivery will be requested when and as needed. Also, quote with the understanding that orders may either exceed or fall short of the estimated quantities.**

### PRICE CONTRACT FOR WATER TREATMENT CHEMICALS

ITEM #	QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	WILL BID Yes/No
1	600,000	LIQUID FERRIC CHLORIDE	lb.	\$ONLINE ONLY	
2	300,000	LIQUID SODIUM HYDROXIDE	lb.	\$ONLINE ONLY	
3	250,000	POLYALUMINUM CHLORIDE	lb.	\$ONLINE ONLY	
4	45,000	POWDERED ACTIVATED CARBON	lb.	\$ONLINE ONLY	
5	50,000	FLUOROSILICIC ACID	lb.	\$ONLINE ONLY	
6	125,000	LIQUID AMMONIUM SULFATE- BULK	lb.	\$ONLINE ONLY	
7	1,500	POTASSIUM PERMANGANATE	lb.	\$ONLINE ONLY	
8	125,000	SULFURIC ACID	lb.	\$ONLINE ONLY	
9	45,000	ZINC ORTHOPHOSPHATE	Lb.	\$ONLINE ONLY	

**VIII. SIGNATURE PAGE**

**PRICE CONTRACT FOR  
WATER TREATMENT CHEMICALS**

This offer(s) made during the online event on May 18, 2023 at 11:00AM ET will be valid for 90 calendar days from the date this event closes and shall remain in effect for July 1, 2023 – December 31,2023.

SIGNED BY: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: (    ) \_\_\_\_\_

FAX NUMBER: (    ) \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

## **IX. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

A. Has your company filed the required Employer Information Report, EEO-1 (Standard Form 100) with the Secretary of Labor's Joint Reporting Committee for the prior period ending March 31, 2023?

YES

NO

If your answer to Question A above is "NO", check the following appropriate reasons for not filing:

1. Employ less than one hundred people company-wide.
2. Have specific exemption from Secretary of Labor as provided in Section 20 of Executive Order 11246, as amended.

Within Thirty (30) days after receipt of any order from the **Frankfort Electric and Water Plant Board** and prior to each March 31 thereafter, during the performance of work under said order, the undersigned firm agrees to file Standard Form 100, entitled "Equal Employment Opportunity Information Report EEO-1" in accordance with instructions contained therein, unless such firm has either filed such report within twelve months preceding the date of the award or is not otherwise required by law or regulations to file such a report.

B. In consideration of the undersigned being placed in the **Frankfort Electric and Water Plant Board's** "Supplier Document" for the year ending March 31 next, the undersigned certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not and will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity Clause in any subcontract, contract, purchase order, or agreement that the undersigned may receive from the **Frankfort Electric and Water Plant Board**.

As used in this certification, the term "Segregated facilities" means any waiting room, work areas, rest room, and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

The undersigned further agrees that he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certification in his files and that he will forward the following notice to his proposed subcontractors (except when the proposed subcontractors have submitted identical certification for specific time periods).

**"NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT  
FOR CERTIFICATION OF NONSEGREGATED FACILITIES"**

"A certification of Nonsegregated Facilities, as required by the May 9, 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967) must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification for all subcontractors during a period (i.e., quarterly, semi-annually, or annually).

(Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.)"

C. Do you have at each of your facilities a current written Affirmative Action Compliance Program as required by Title 41 of the Code of Federal Regulations (CFR) 60-1.40; and current written Affirmative Action Programs for disabled veteran, veterans of the Vietnam Era and Handicapped workers as required by CFR 60-250.4 and CFR 60-741.4?

YES

NO

If "NO" within 120 days after receipt of any order resulting from attached quotation, the undersigned firm agrees to develop and maintain written Affirmative Action Compliance Programs as required. (Current law requires the contractor to develop a written Affirmative Action Compliance Programs in those cases where the contractor has received prime contract or subcontracts for \$50,000 or more and employs fifty (50) or more people).

CONTRACTOR (SELLER/SUPPLIER): \_\_\_\_\_

MAILING ADDRESS / PHONE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative's  
NAME (PRINT OR TYPE): \_\_\_\_\_

Authorized Representative TITLE: \_\_\_\_\_

Dated Signature of Authorized Representative: \_\_\_\_\_

**If you received this as part of an Invitation to Bid please Return with your  
RESPONSE.**

**OTHERWISE**

Please return to: Personnel Officer/EEO Coordinator  
Frankfort Electric and Water Plant Board  
P.O. BOX 308  
Frankfort, KY 40602

## X. “NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT OF GENERAL SAFETY PROGRAM”

The Frankfort Plant Board requires that all contractors operate in compliance with standards set forth by federal, state, and local regulatory agencies, including but not limited to the Occupational Safety and Health Administration, Environmental Protection Agency and Department of Transportation. To comply with the regulations set forth by these agencies it is necessary for each contractor to operate under an established safety program pertaining to the contractor’s specific line of business.

The primary goal of a safety program is to protect the health and safety of employees and the public. Our goals are also to conserve and protect property and the environment. **IT IS OUR ABSOLUTE CONVICTION THAT:**

- This is a moral responsibility of each firm and worker involved.
- Safe and healthful work is more efficient, effective and inseparable from how we perform our work.
- Accidents and injuries are unnecessary costs

We accomplish work which is free from accident and injury by providing vigorous leadership that is visible through the organization.

How well we conduct our work in a hazard-free manner, according to the direction provided, is a key factor in our performance for which we are each accountable.

There are certain basic elements that are incorporated into the safety program:

- Effective management leadership from each contractor;
- Organization of a **General Safety Program**;
- On-site supervisor with authority to carry out their responsibilities including suspension of work to correct unsafe conditions;
- Proper training and supervision; and
- Employee participation

Does your organization operate under an established safety program that is in compliance with all applicable federal, state and local regulations and does this program embody the philosophies described above?

YES

NO

CONTRACTOR(SELLER/SUPPLIER): \_\_\_\_\_

MAILING ADDRESS / PHONE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Representative's  
NAME (PRINT OR TYPE): \_\_\_\_\_

Authorized Representative TITLE: \_\_\_\_\_

Dated Signature of Authorized Representative: \_\_\_\_\_

**If you received this as part of an Invitation to Bid, please return with your  
RESPONSE.**

**OTHERWISE**

Please return to: Safety Officer  
Frankfort Electric and Water Plant Board  
PO Box 308  
Frankfort, KY 40602

**XI. DRUGFREE WORKPLACE COMPLIANCE CERTIFICATE**

**PLEASE SIGN BELOW TO INDICATE:** 1) Contractor is in compliance with any applicable local, state or federal laws concerning mandatory Drug and Alcohol Testing Programs; and 2) As a term of any contract, the Contractor agrees to comply with any such drug and/or alcohol testing that may be required by law.

CONTRACTOR: \_\_\_\_\_

MAILING ADDRESS/PHONE: \_\_\_\_\_

\_\_\_\_\_  
(     )

Authorized Representative's  
NAME (Print or Type): \_\_\_\_\_

Authorized Representative's TITLE: \_\_\_\_\_

SIGNATURE & DATE: \_\_\_\_\_

**If you received this as part of an Invitation to Bid please return with your RESPONSE;  
Otherwise, Return to: Personnel/Safety Officers, PO Box 308, Frankfort KY 40602**

**DRUGFREE WORKPLACE COMPLIANCE CERTIFICATE**

Frankfort Plant Board will be conducting an Electronic Sealed Bidding Event for Water Treatment Chemicals. Frankfort Plant Board has partnered with eBridge to host this bidding event on its Online Bidding Platform.

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

We thank you for your participation.

Sincerely,

Brandon Powers  
Water Treatment Plant Superintendent  
Frankfort Plant Board

## CONTACT INFORMATION

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

Jennifer Hellard  
Purchasing  
PO Box 308  
Frankfort, KY 40602  
[jhellard@fewpb.com](mailto:jhellard@fewpb.com)  
(502) 352-4422

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

eBridge Business Solutions, LLC  
Tara O'Bannon Redmon  
10200 Forest Green Blvd, Ste LL1  
Louisville, KY 40223  
[tara.obannon@ebridgeglobal.com](mailto:tara.obannon@ebridgeglobal.com)  
(877) 245-8880



### MILESTONE DATES—Water Treatment Chemicals

Milestone Date	Milestone	What It Is and What You Need To Do
Tuesday, April 18, 2023	Bid Opportunity	An email invitation to respond to this opportunity.  Click on the link provided to download all documents pertaining to this bid.
Friday, May 5, 2023 by 12:00 PM ET	Prequalification Response Deadline	Deadline to submit your response, <b><u>EXCLUDING PRICING, via email to jhellard@fewpb.com</u></b>  Submit all information and documentation as requested. The Buyer will review and determine if you are approved to participate in the online event.
Friday, May 12, 2023	Formal Invitation Issued	Formal approval from the buyer to participate in the pricing portion of the process.  Follow instructions given in the Formal Invitation email.
Monday, May 15, 2023 and Tuesday May 16, 2023	Training on eBridge Process	Timeframe in which tutorials with eBridge will be scheduled and completed.  Participate in a one-on-one training with an eBridge representative.
Wednesday, May 17, 2023 by 3:00PM ET	Initial Bid Due	Date by which all participants must place initial bid(s).  Login to the eBridge platform and place your initial bid(s).
Thursday, May 18, 2023 at 11:00AM ET	Online Event	Date and time the live online event will open.  Login to the eBridge platform and participate in the live event.



**ELECTRONIC BID EVENT FORM**

[Must be completed via DocuSign or emailed to tara.obannon@ebridgeprocurement.com.](#)

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

Frankfort Plant Board will accept bids for Water Treatment Chemicals FY 2022 using an Electronic Sealed Bidding Process on Thursday, May 18, 2023 at 11:00 AM ET in accordance with the specifications and procedures available either with eBridge or Frankfort Plant Board. This Electronic Sealed Bidding Event has a preliminary end date and time of Thursday, May 18, 2023 at 11:15 AM ET plus any possible extensions.

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

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

ACCEPTED BY:

COMPANY NAME	DATE		
CONTACT PERSON	TITLE		
PHONE NUMBER	FAX		
BILLING ADDRESS	CITY	ST	ZIP
EMAIL ADDRESS	AUTHORIZED REPRESENTATIVE SIGNATURE		



## **IMPORTANT**

**The following document is included for your review and examination.**

**Electronic acceptance prior to placing your bid will be required.**

### **EBRIDGE BUSINESS SOLUTIONS, LLC SUPPLIER TERMS AND CONDITIONS**

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

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

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

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

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

**1. Utilization.** You are granted a one-time, non-transferable, non-exclusive right to access the Solution through eBridge's website through the use of a password(s) and/or access code(s). Any subsequent rights to access the Solution will require you to accept a new Agreement eBridge reserves the right to



terminate your access to the Solution or any or all of its services at any time, if eBridge shall determine, in its sole discretion, you have violated any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination eBridge will notify you immediately.

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

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

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

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

**3. Conduit Services Only.** The Solution provides an Internet conduit through which you may communicate the availability of your goods and services to potential buyers, potential buyers may communicate their procurement needs to you and you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of this Agreement. eBridge makes no representation or warranty of any kind concerning the reputation, reliability or any other matter concerning participating buyers. You must conduct your own inquiries concerning the qualifications and reputation of buyers, and must look only to the buyers with whom you choose to transact business for performance of any agreements with them.

**4. Buyer Representations and Warranties.** eBridge does not verify or validate the information provided by or any representations or warranties made by buyers on the Solution, and makes no representation or warranty of any kind to you concerning any buyer using the Solution. You shall look solely to the buyer with respect to any buyer-related information or representations and warranties and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from any buyer-related information or representations and warranties.



- 5. Coded Access.** The Solution is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. If you allow either your access code or password to fall into the hands of an unauthorized person, eBridge has no way of detecting unauthorized use of such codes or passwords and is not responsible for such unauthorized use of the Solution. **YOU MUST SAFEGUARD THE PASSWORDS AND ACCESS CODES.** Unauthorized users of the Solution may be subject to both civil and criminal prosecution under state and federal law.
- 6. Availability and Operation of the Solution.** While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and neither you nor your business or agency will have any claim against eBridge as a result of any non-availability of the Solution at a particular time(s) or any failure of the Solution to operate as intended.
- 7. Sole Remedy.** If you are dissatisfied with the functionality of the Solution or the services eBridge provides, your sole remedy is to cease using the Solution and/or services. **YOU AGREE YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST eBridge RELATED TO YOUR USE OF THE SOLUTION.** Without limitation of the foregoing, you waive any right you may have to claim or recover any special, incidental, exemplary, punitive, consequential or other damages (including but not limited to lost profits and business interruption).
- 8. Virus.** eBridge shall not be liable for any harm that may be caused by the inadvertent transmission of any computer virus, worm, time bomb, logic bomb, or such other computer program transmitted through the Solution.
- 9. Information You Provide.** You agree and warrant that any information you provide about yourself or your organization or your agents when registering to use the Solution or subsequent to registration, is accurate, current and complete and you will maintain and update that information to ensure that it remains true, accurate and complete. If eBridge suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your agency or business will indemnify eBridge against such claim or liability including costs and attorney fees incurred in defending against it.
- 10. Security.** eBridge uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents are responsible for managing your internal security by safeguarding password(s) and establishing your own internal security procedures, as you would for paper-based procurements, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you shall immediately report the same to eBridge and a new password will be assigned for your use. However, perfect security does not exist on the Internet, and eBridge does not and cannot guarantee that information will remain secure.
- 11. Fees.** The design, maintenance and operation of the Solution require substantial costs and investment incurred by eBridge. Thus, a transaction fee based on the total final purchase price stated upon award will be charged to the awarded supplier. Said fee will be assessed to the awarded supplier at the rate stated in the Electronic Bid Event Form. All fees are to be paid to eBridge by the awarded supplier in the following manner:

  - **Definitive Bids:** Payment is made once delivery is made to the buyer and awarded supplier is paid by the buyer
  - **Construction and Public Works Bids:** Payment is to be made in full to eBridge upon supplier's receipt of initial progress, first percentage completion or mobilization payment



- **IDIQ (indefinite dates, indefinite quantity) Bids:** Payment will be made on monthly transactions based upon actual purchases made during the month. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures

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

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

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

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

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

- 14. Reselling or Transfer.** You agree not to sell, transfer, or assign your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other agency or unauthorized person. If the Solution is used by another person using your access code or password, you will be responsible for and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from the use of your access code or password.



- 15. Access to Internet.** You agree that in order to use the Solution you must: (a) provide and pay for your own access to the Internet, and (b) provide and pay for all equipment necessary for you to make the connection to the Internet.
- 16. Interference with Others.** You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.
- 17. Links to Other Websites.** The Solution may link you to other sites on the Internet. These links are provided for your convenience but the websites to which the links connect are not under eBridge's supervision or control. You acknowledge and agree that the linking of the Solution to other websites does not constitute any endorsement of such websites by eBridge, and eBridge shall not be responsible for the legality, accuracy or any other aspect of the operation or content of any websites to which links are provided.
- 18. Copyright - How You May Use the Content of the Solution.** The content of the Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies of the Content must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. The Content may not be republished or reprinted in whole or in part. Except as authorized in this paragraph, you are not granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by eBridge and/or any third party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of eBridge, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of transactions using the Solution.
- 19. Framed Links.** You may not create framed links to the Solution without the prior written consent of eBridge.
- 20. Modification.** eBridge, in its sole discretion, has the right to modify this Agreement at any time. However, any such modification shall not affect the terms of any online bidding events already completed or in process. Any modification is effective upon either posting notice of such modification on eBridge's website or upon notice by mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.
- 21. Non-Circumvention.** You agree you will not, directly or indirectly, take any action which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once you electronically viewed or received a specific request for quotations from a buyer, you will not, directly or indirectly, enter into any agreement related to your quotations for this specific event with such buyer outside the Solution to include paper bids or verbal negotiation which would result in your failure to pay to eBridge the fee(s) set out in Section 11 hereof. You agree to maintain confidentiality between the buyer, you, your representatives, your company and its agents and suppliers and eBridge regarding the submission of quotations and subsequent pricing before and during the auction event.



- 22. Governing Law.** This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Buyer resides, without regard to or application of its conflict of laws principles.
- 23. Partial Enforceability.** If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.
- 24. Entire Agreement.** This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.
- 25. No Consequential Damages.** Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.
- 26. Headings.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.