



**CITY OF GLENDALE
MATERIALS MANAGEMENT
INVITATION FOR BID**

SOLICITATION NUMBER: IFB 13-39
DESCRIPTION: SODIUM HYPOCHLORITE
OFFER DUE DATE AND TIME: March 1, 2013, AT 2:00 P.M. LOCAL TIME
SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Bids are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All bids will be time stamped at the Engineering Department's front counter. Late bids will not be considered.

The City of Glendale offices will be closed on February 18, 2013 in recognition of Presidents' Day. Offices will return to regular hours on February 19, 2013.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing an offer.

Bids shall be opened publicly at the time, place and location designated on this page. The name of each bidder and price offered shall be publicly read and recorded.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding
General Terms and Conditions contact:
Victoria Jackson, CPPB
Contract Analyst
623-930-2867

<http://www.ci.glendale.arizona.gov>

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2.0 SPECIAL TERMS AND CONDITIONS

2.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, Standard Terms and Conditions, Special Terms and Conditions, and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the Standard Terms and Conditions for this solicitation.

2.2 RETURN OF BID One originally signed Bidder Sheet (Section 4.0) and one copy of the Pricing Page (Section 5.0).

The bidder shall complete all sections of the solicitation in the format given (Bidder Sheet, Pricing Page and Additional Submission Requirements) in the space provided. If additional space is needed than what is given, enter "See Attachment A for detail."

2.3 PREPARATION OF BID PACKAGE Only the following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

- 2.3.1 BIDDER SHEET**, Section 4.0
- 2.3.2 PRICING PAGE**, Section 5.0
- 2.3.3 ADDITIONAL SUBMISSION REQUIREMENTS**, Section 3.0
- 2.3.4 ADDENDUM**, Return all addenda

2.4 PRICE All prices quoted shall be firm and fixed for the specified contract period.

2.5 FOB POINT Prices quoted shall be FOB destination to: CITY OF GLENDALE, ARIZONA.

2.6 TERM OF AGREEMENT The term of agreement for this bid shall be for a one (1) year initial period.

2.7 OPTION TO EXTEND The City may, at its option and with the approval of the Contractor, extend the term of this agreement 4 additional years in 1 year increments based on satisfactory contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least 30 calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal. An updated list of events and date will be provided, if requested, at the time of renewal.

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2.8 **ESTIMATED QUANTITIES** Quantities listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100 % without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor’s performance.

2.9 **PERMITS AND LICENSES** The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total bid cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

2.10 **INSURANCE** Contractor, performing as an independent contractor hereunder, shall be fully responsible for providing Workers’ Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier along with the applicable endorsements showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of “A- VII” or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City, its officers, directors, employees, agents and assignees as an additional insured and shall be primary and non-contributory for any insurance and/or self-insurance coverage maintained by the City. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Contractor even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

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Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Contractor must provide certification of insurance and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required below. All certificates and endorsements are to be received and approved by the City within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without ten (10) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Each Occurrence	\$1,000,000
Personal and Advertising	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations	\$1,000,000

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	\$1,000,000
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- 2.11 WORKER'S COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Worker's Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission

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of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all sub-contractors performing work under the agreement to comply with said Worker's Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his sub-contractors, shall be considered the employees of such Contractor, or his sub-contractor(s), and not the employees of the City.

- 2.12 **PROCUREMENT CARD ORDERING CAPABILITY** It is the intent of the City to utilize the City's Procurement Card (i.e. MasterCard/Visa/American Express), to place and make payment for orders under this Contract. Proposers without this capability may be considered non responsive and not eligible for award consideration.
- 2.13 **NOTICE OF INTENT TO AWARD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the bids received. If you have any questions, or would like further information about an intended award, contact the buyer immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.
- 2.14 **POST AWARD CONFERENCE** After award of the contract, the Contractor will be required to attend a post award conference.
- 2.15 **EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the successful contractor(s). It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, the

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order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

The Contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business in Section Four, the Pricing Page.

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3.0 ADDITIONAL SUBMISSION REQUIREMENTS / ALTERNATIVES

3.1 MSDS SHEETS Contractor shall supply a copy of all Materials Safety Data Sheets (M.S.D.S.) in accordance with Federal requirements.

3.2 REFERENCES Provide with the bid, 3 letters of reference from companies for whom the Contractor has provided similar products/services in the last 12 months. Also include company name, address, phone number, contract person, a description of the products/services provided with a description of any major variation to the requirements of this bid.



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4.0 **BIDDER SHEET** The bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

Chris Haupt Authorized Signature Area Manager Title
DPC Enterprises, L.P. Company's Legal Name WWW.DXGROUP.COM Company Email Address
4909 W. PASADENA AVE Address GLENDALE, AZ. 85301 City, State & Zip code
623-930-8015 Telephone Number 623-934-9983 Fax Number
chaupt@dxgroup.com Authorized Signer's Email Address

For questions regarding this offer: (If different from above)

CHRIS HAUPT Contact Name 623-930-8015 Phone Number 623-930-8015 Fax Number
chaupt@dxgroup.com Contact Email Address

FEDERAL TAXPAYER ID NUMBER: [REDACTED]
 Arizona Sales Tax No. [REDACTED] Tax Rate _____

Bidder certifies it is a: Proprietorship Partnership Corporation
 Minority or woman-owned business: Yes No

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5.0 PRICING PAGE

The quantities referenced in this solicitation are an annual estimate ONLY and are to be used for evaluation purposes only. No commitment of any quantity is made during this contract; purchases are on an as-needed, if needed basis.

The not-to-exceed amount shall include all fees and costs associated with the purchase and shipment of the equipment. Tax shall not be included.

5.1 PRICING STRUCTURE

Item Description	Estimated Quantity (in gallons)	Price per gallon including freight
Liquid Sodium Hypochlorite 12.5% Solution	90,000	<i>See addendum</i> \$ <u># 2</u>
GRAND TOTAL		<i>See addendum</i> \$ <u># 2</u>

5.2 BULK,MINI-BULK DELIVERY OPTIONS

Is there a price variance for delivery of bulk or mini-bulk deliveries?

YES NO

If yes, indicate cost per gallon:

Bulk Delivery: \$ See addendum # 2 per gallon
 Mini-Bulk Delivery \$ See addendum # 2 per gallon

5.3 TAX AMOUNT Do not include any use tax or federal tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

Tax % 10.2

5.4 DELIVERY Bidder states that all items will be delivered 2-3 calendar days after receipt of order.

COMPANY NAME: DPC ENTERPRISES, L.P.



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5.5 **PROCUREMENT CARD ORDERING CAPABILITY** See Section 2. Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

5.6 **DISCOUNT/PAYMENT TERMS:** The City standard is 2% 20 days.

Comply: YES NO

If your answer is NO, please state terms offered: NET 30 DAYS

5.7 **EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT**

Name CHRIS HALPT AREA MANAGER

Telephone Number 623-930-8015 CELL# 623-512-6440 (24/7)

Alternate Contact BOB MITCHELL PLANT MANAGER

Telephone Number 623-930-8015 CELL# 623-764-1342 (24/7)

COMPANY NAME: DPC ENTERPRISES, L.P.



DPC ENTERPRISES, L.P.

4909 W Pasadena Ave
Glendale, AZ 85301
(623) 930-8015
Fax (623) 934-9983

Sodium Hypochlorite References

- Sharon Mann
Administrative Specialist II
Lake Havasu City
1150 McCulloch Boulevard N
Lake Havasu City, AZ 86403
928-855-3999
Description of Services: LTL and Full Truck Loads of Sodium Hypochlorite 12.5%

- Carolyn Allen
Sales Support Coordinator
Univar USA
50 South 45th Avenue
Phoenix, AZ 85043
602-455-4036
Description of Services: Full Truck Loads of Sodium Hypochlorite 12.5% to Power Plants

- Bonnie Gonzales
Finance Supervisor
City of Phoenix
Procurement Division
251 W. Washington St., 8th Floor
Phoenix, AZ 85003
602-262-7799
Description of Services: Contract IFB 12-043, LTL and Full Trucks Loads of Sodium Hypochlorite 12.5%

SEE ATTACHED Letters



OPERATIONS
WASTEWATER DIVISION

LAKE HAVASU CITY

1150 McCulloch Boulevard N
LAKE HAVASU CITY, AZ 86403
(928) 855-3999 FAX (928) 680-4016

March 7, 2013

To Whom It May Concern:

DPC Enterprises LP of Glendale, Arizona has been our supplier of Sodium Hypochlorite requirements from July 1, 2011 until present without any issues of production or transportation delays. Please call if you have any questions.

Thank you,

Sharon Mann
Administrative Specialist II
Wastewater Division

Univar USA
50 S. 45th Ave.
Phoenix, AZ 85043
602-272-3272
602-278-9138 fax



March 7, 2013

To Whom it May Concern:

Please be advised that DPC Enterprises, LP, Glendale, AZ has supplied our sodium hypochlorite requirements for the past 12 months or more without any issues of production delay or transportation delay.

Thank you.


Carolyn Allen
Sales Support Coordinator
Univar Phoenix



City of Phoenix

PROCUREMENT DIVISION
251 W. Washington St., 8th Floor
Phoenix, AZ 85003
Phone: 602-262-7181
Fax: 602-534-1933

March 7, 2013

Victoria Jackson
Materials Management
City of Glendale
Glendale, AZ 85003

RE: DCP Enterprises, L.P.

Ms. Jackson,

This letter is a reference for above named company as a contractor for the city of Phoenix on our IFB 12-043 for Sodium Hypochlorite. DCP was awarded this contract for the period of February 1, 2012 through January 31, 2013. This contract has been amended to extend through January 31, 2014.

During this contract period, DCP has met all the terms and conditions of the contract in a satisfactory manner.

Please contact me if you have an additional questions.

A handwritten signature in black ink, appearing to read "Bonnie Gonzalez".

Bonnie Gonzalez
Finance Supervisor
602/262-7799



TO CERTIFICATE HOLDER

Our agency has issued the enclosed certificate of insurance on behalf of our client. We want to share with you some important information regarding certificates of insurance.

The Texas Legislature passed and Governor Perry signed Senate Bill 425 to become effective January 1, 2012. After this date it will be illegal for an agent or insurance company to issue evidence of insurance on a certificate form that has not been approved by the Texas Department of Insurance (TDI). It is also illegal for anyone to require an agent or insurance company to use a certificate form that has not been approved by the State.

The law provides some guidance on the content and limitations of certificates, as follows:

- A certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the referenced insurance policy.
- A certificate shall not confer to a certificate holder new or additional rights beyond what the policy and endorsements provide.
- A certificate may not contain a reference to a legal or insurance requirement contained in a contract other than the underlying contract of insurance or endorsement to the insurance policy.
- A person may have a legal right to notice of cancellation, nonrenewal or material change or any similar notice only if (1) the person is named within the policy or an endorsement to the policy, and (2) the policy or endorsement, or a state or rule, requires notice to be provided.
- The law confirms that "a certificate of insurance that is executed, issued, or required and that is in violation with this chapter is void and has no effect."

Additional information concerning the new law may be obtained by contacting the TDI (800) 252-3439 or visiting the web site <http://www.texas.gov/texas-information/tdi.html>.

For this reason, we may not be able to provide some of the specific certificate holder requested information which is outside the scope of the approved document. We are willing to explain each of these items and provide policy endorsements or other information subject to our client's approval.

We hope you will understand our position and ask that you give us a call if you have any questions or comments.