

SCOPE OF WORK

1. INTENT

The purpose of this specification is to establish an annual requirements contract for the supply of hydrofluosilicic acid to the City of Arlington as directed by the City's Water Utilities Department. The supply of hydrofluosilicic acid will be used in the treatment of potable water at the Pierce-Burch and John F. Kubala Water Treatment Plants. Due to the ongoing changes to the market pricing on chemicals such as hydrofluosilicic acid, the City will allow for price increases every 90 days. The contractor shall provide the city staff documentation explaining the reason(s) for the requested price increase. Pricing increases up to 5% will be allowed once, every 90 days and shall not exceed 20% during the term of the contract.

Vendors who have not previously completed a successful contract with the City may be required to allow City staff to inspect their plant facilities. Should a plant site visit be required, the vendor may be required to reimburse the City for reasonable travel expenses for two people.

2. HYDROFLUOSILICIC ACID REQUIREMENTS

Nominal tank capacities (1 at PBWTP)	12,000 gallons
(1 at JKWTP)	12,000 gallons

- 1) The hydrofluosilicic acid supplied under this contract shall be in compliance with the latest version of ANSI/AWWA Standard B703.
- 2) The hydrofluosilicic acid shall be clean and free of visible suspended matter, contain no mineral or organic substances in quantities capable of producing deleterious or injurious effect on the health of those consuming water that has been properly treated or causing water so treated to fail to meet USEPA drinking water regulations.
- 3) The hydrofluosilicic acid shall contain at a minimum of 25 percent H_2SiF_6 by weight.

3. NATIONAL SANITATION FOUNDATION (NSF) CERTIFICATION

The bidder must submit, with the bid, proof of NSF 60 certification of all production facilities that will or might supply hydrofluosilicic acid to the City of Arlington under the terms of this specification.

4. MATERIAL SAFETY DATA SHEET

The manufacturer/bidder shall submit, with the bid, the Material Safety Data Sheet for the product being bid.

5. AFFIDAVIT OF COMPLIANCE

The manufacturer or bidder must submit, with the bid, an affidavit confirming the hydrofluosilicic acid being furnished complies with all applicable requirements of the most recent version of the ANSI/AWWA Standard B703. Should a conflict exist, the specifications stated herein supersede those stated in standard.

6. CERTIFICATE OF ANALYSIS

The manufacturer or vendor must submit, with the bid, a certified analysis of the hydrofluosilicic acid to be supplied. Analysis will be for the parameters listed in the most recent ANSI/AWWA Standard B703. This analysis shall be performed by a third party, independent analytical laboratory, and signed by that laboratory's management.

7. LAB ANALYSIS

Each bulk shipment shall be accompanied by a certified analysis. The City of Arlington maintains the right to collect and test representative samples of each shipment. Testing methods will be performed in accordance with Section 5.2 of the most recent version of ANSI/AWWA Standard B703. The Hydrogen Titration Method shall be used for determining quantity for payment.

8. SAMPLE AND TESTING

The City of Arlington will collect representative samples of each shipment in accordance with the most recent version of ANSI/AWWA Standard B703 and may, at its discretion conduct additional tests of the shipments.

9. ORDER PLACEMENT

- 1) Orders will be placed by telephone and or email specifying the required delivery date. Orders will be placed a minimum of seven (7) calendar days before required delivery unless an emergency situation should develop.
- 2) Offloading will not proceed without authorization by plant staff. Drivers must notify an operator on duty immediately when the delivery is complete, or when any spillage occurs.

10. DELIVERY AND SECURITY PROCEDURES

- 1) Shipments shall be by tank truck in quantities not to exceed 4,100 gallons. The tank truck must be equipped with its own unloading equipment, and it must be thoroughly cleaned and inspected before loading hydrofluosilicic acid.
- 2) Certified weigh tickets are to be submitted upon delivery for each shipment.
- 3) Delivery is to be F.O.B. Pierce-Burch Water Treatment Plant, 1901 Lakewood Drive, and John F. Kubala Treatment Plant, 7001 US Highway 287, Arlington, Texas.
- 4) Shipments will be received Monday through Friday, between 8:00 a.m. and 4:00 p.m. ONLY. **All shipments shall be accompanied by certified weight tickets.** The shipper shall follow all local, state, federal, and US Department of Transportation (DOT) regulations and security standards.
- 5) Offloading will not proceed without authorization by plant staff. Drivers must notify an operator on duty immediately when the delivery is complete, or when any spillage occurs.

Security Procedure

- 1) The supplier will send photos with names of the drivers making the deliveries to the Water Treatment Managers at both plants.
- 2) Just prior to loading the truck tank with a bulk chemical, the tank will be inspected to ensure that it has been properly cleaned, is empty, and has no contaminants in it. The name of the inspector, location, and the times of both the inspection and the loading shall be recorded on the shipment manifest.
- 3) Before the truck leaves the terminal, the supplier will provide the name of the driver to Water Treatment personnel at both plants via email. This information will allow Water Treatment personnel to match up the actual driver to his photo I.D.
- 4) Immediately after loading, the truck tanks shall be sealed with security tag(s). The serial numbers of the security tags and the tanker number shall be recorded on the manifest and emailed to both plants after the truck has been loaded and made ready for shipping.
- 5) Upon arrival at a plant, an operator will compare the following prior to allowing a truck to proceed to the offloading area:

Item	Manifest/Fax/Security List	At Plant
Driver ID		
Bulk Tank Inspector/Inspection		
Tanker Number		
Tank Security Tags/Serial NO.		

- 1) Security seals not intact, discrepancies and omissions among the required information may result in the refusal of a shipment. Shipments will not be accepted until discrepancies are resolved and omissions are corrected.
- 2) Significant discrepancies and omissions among the required information may result in notification of law enforcement officials.
- 3) Prior to authorizing offloading, an operator will inspect the bulk chemical storage tank and offloading pipe valving to ensure that there is enough storage capacity to accept the shipment, and that the valving is in the correct configuration for safe offloading to the correct bulk tank(s).
- 4) Offloading will not proceed without authorization by plant staff, and drivers must notify an operator on duty immediately when the delivery is complete, or when any spillage or leakage of a bulk chemical occurs.
- 5) Once the delivery is complete, an operator will inspect the offloading and bulk storage area to ensure that it is clean and free of spills, and that all piping and valving is correctly configured for safe operation.

11. SHIPMENT REJECTION

- 1) Rejection of a shipment will be handled in accordance with the most recent version of ANSI/AWWA Standard B703.
- 2) Chemical deliveries are required in order to ensure the continuity of operation of water treatment. Contractors are expected to have reasonable policies in place for continuing work performance and chemical deliveries. Deliveries to Arlington Water Utilities should be treated as a mission critical service, during a pandemic influenza or other emergency situation.
- 3) It is the Contractor's responsibility to advise the Water Utilities Treatment Division contact if a requested chemical delivery is delayed 4 hours or more. This requires direct communication with the Contract Administrator or in their absence, another responsible person within Water Utilities Treatment Division via telephone or email.
- 4) The Contractor should investigate alternative delivery methods for the city if the chemical delivery will be delayed 12 hours or more.
- 5) The City reserves the right to contract support from other existing contractors and suppliers or to enter into new contracts for critical support services such as chemical purchasing. Any new contracting efforts would be acquired following the guidance in the Office of Federal Procurement Policy issuance "Emergency Acquisitions", May 2007 and Subpart 18.2. Emergency Acquisition Flexibilities, of the Federal Acquisition Regulations.
- 6) The awarded Contractor shall supply, in writing, their company's contingency plan within 15 calendar days of notice of award to the City's Water Utilities Department and the Purchasing Agent assigned to this project. The contingency plan should include at a minimum:
 - a. Communication plan with the appropriate personnel names and telephone contact numbers (24-hour contact numbers).
 - b. Identification of workers who are cross trained as backup for performing critical services.
 - c. Alternative Delivery Methods, if required.
- 7) The Contractor also agrees to update/send any changes of their contingency plan to the Contract Administrator.

12. CONTINGENCY PLAN

- 1) During a Pandemic or other emergency, the City of Arlington understands that contractors and suppliers could experience service interruptions. The City expects contractors and suppliers to make a reasonable effort to keep chemical supplies and deliveries at an acceptable level during emergency periods.

- 2) Acceptable level is defined as the City will maintain fifteen (15) day supply of chemicals to treat the water demand for the citizens of Arlington. When a contingency plan has been activated, the City will place an order to be delivered within 3 days for delivery.

13. EMERGENCY PLAN OF ACTION

- 1) The awarded Contractor shall supply, in writing, an emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers) within 30 days acceptance of award. In addition, the proper spill response notification procedure, along with any forms required by all local, state, or federal regulatory agencies, shall be supplied by the Awardee.
- 2) This section in no way relieves the Contractor of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and over-see "After Event" cleanup efforts. Should a spill or leak occur, caused by Contractor's personnel, equipment or method of delivery, Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Re-authorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA).
- 3) The responsibility for compliance with Federal and State Rules and Regulations regarding vendor caused spills or releases shall be the sole responsibility of the Contractor. The Contractor shall hold the City of Arlington harmless for any failure to properly report and/or comply with this provision.

14. SAFE HANDLING TRAINING

The awarded Contractor shall provide an appropriate safe handling training course for hydrofluosilicic acid, within the first month of the award, to all current Water Department operations personnel and shall be available to conduct "refresher" courses or new employee training at six-month intervals during the contract period. Training shall be coordinated between the Contractor and the City for a mutual date and time within 30 days of notice of award.

15. DEFECTIVE WORK AND DAMAGES

The Contractor shall be wholly responsible for and shall promptly correct or restore all defective work or damages to any/all City facilities caused by its activities. Restoration and correction shall be to the complete satisfaction of the City. This shall apply to any part of a building, its appurtenances, the adjacent grounds, or any other tangible damage incurred in the performance of the Contract. Failure by the Contractor to proceed promptly with corrective actions may be cause for cancellation of this Contract with amount(s) necessary to correct defective work and/or damage being withheld from payments due or to become due to the Contractor.