

15030176

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
Anhydrous Ammonia, Liquid
Bid No. 15-053**

**Airgas Specialty Products, Inc.
2530 Sever Rd., Suite 300
Lawrenceville, GA 30043
(800)295-2225 Ext 314**

**CITY OF LINCOLN
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Airgas Specialty Products, Inc., 2530 Sever Rd., Suite 300, Lawrenceville, GA 30043**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Anhydrous Ammonia, Liquid, Bid No. 15-053

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract. The estimated cost of products or services for City departments shall not exceed \$82,500.00 during the contract term without approval.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Period of Performance. This Contract shall be effective April 13, 2015 through April 12, 2016. The term of the Contract shall be a one (1) year term with the option of three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Special Provisions
 4. Specifications
 5. Employee Classification Act, Executive Order 83319
 6. Employee Classification Act Affidavit
 7. Instructions to Bidders
 8. Insurance Requirements
 9. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed Bids.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page

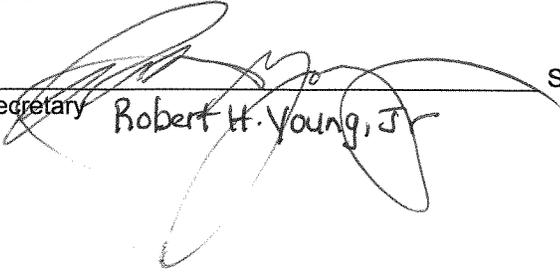
Vendor Signature Page

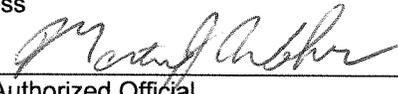
**Anhydrous Ammonia, Liquid
Bid No. 15-053**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:


Secretary Robert H. Young, Jr. Seal

Airgas Speciality Products, Inc.
Name of Corporation
2530 Sevier Rd, Ste 300
Lawrenceville, GA 30043
Address
By: 
Duly Authorized Official
President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address
By: _____
Member
By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

Anhydrous Ammonia, Liquid
Bid No. 15-053

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meyer
City Clerk



The seal of the City of Lincoln, Nebraska, is circular. It features a central profile of a man's head facing right. The text around the inner border reads "CITY OF LINCOLN" at the top, "FOUNDED JULY 29, 1857" on the right, "SEAL" below the profile, "INCORPORATED APRIL 7, 1859" on the left, and "LANCASTER COUNTY, NEBRASKA" at the bottom.

CITY OF LINCOLN, NEBRASKA

Chris Beutler
Chris Beutler, Mayor

Approved by Executive Order No. 888143

dated 4-8-15

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information

Bid Creator Sharon Mulder Asst
Purchasing Agent
Email smulder@lincoln.ne.gov
Phone (402) 441-7428
Fax (402) 441-6513

Contact Information

Address Purchasing
440 S. 8th St.
Lincoln, NE 68508
Contact Sharon Mulder Asst
Purchasing Agent

Ship to Information

Address Public Works & Utilities,
Water, Ashland
401 Hwy 6, PO Box 144
Ashland, NE 68333
Contact

Bid Number 15-053
Title Anhydrous Ammonia, Liquid
Bid Type Bid
Issue Date 02/18/2015
Close Date 3/4/2015 12:00:00 PM CT
Need by Date

Department
Building Suite 200
Floor/Room
Telephone (402) 441-7428
Fax (402) 441-6513
Email smulder@lincoln.ne.gov

Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Airgas Specialty Products, Inc.
Address 2530 Sever Rd Ste 300

Lawrenceville, GA 30043

Contact Stephen Tullis

Department

Building

Floor/Room

Telephone 1 (800) 2952225 314

Fax 1 (678) 9857331

Email stephen.tullis@airgas.com

Submitted 3/3/2015 9:07:11 AM CT

Total \$1.10

Signature Martin J. Wehner

Email martin.wehner@airgas.com

Supplier Notes

We cannot accept the sample contract or insurance requirements without submitting a mark up from our legal and insurance department. While we acknowledge reading and understanding the documents, we do NOT agree to accept those documents without modification. Our proposed changes have been uploaded into the system, along with the other required documents.

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
6	Contact	Name of person submitting this bid:	Martin J. Wehner
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	Renewal is an Option	Contract Extension Renewal is an option.	No
9	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	A - price firm for first year, then subject to change.
10	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
11	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
12	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
13	Safety Guidelines	Safety Guidelines according to OSHA regulations/standards 1910.120(g)(3), 1910.132 shall be followed for the delivery of anhydrous ammonia and the evacuation of water and impurities in the tank.	Yes
14	Electronic Signature	Please check here for your electronic signature.	Yes

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, I, Dana Musselman, herein below known as the Contractor, state under oath and swear as follows:

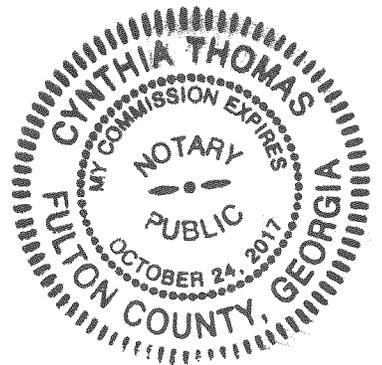
1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
3. The Contractor has complied with Neb Rev Stat 4-114.
4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to section 12 of this Act.
6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

PRINT NAME: DANA S. MUSSELMAN
 (First, Middle, Last)

SIGNATURE: [Handwritten Signature]

TITLE: HUMAN RESOURCES DIRECTOR



State of ~~Nebraska~~ Georgia)
) ss.
 County of Fulton)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 27 day of February, 2015.

[Handwritten Signature]
 Notary Public



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, February 23, 2015** at 12:15 a.m. Eastern Time. Please [contact NSF International](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=airgas+specialty+products&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Airgas Specialty Products Inc.

2530 Sever Road
Suite 300
Lawrenceville, GA 30043
United States
800-295-2225
770-717-2210

Facility : Dixon, CA

Ammonium Hydroxide

Trade Designation

Ammonium Hydroxide
Aqua Ammonia

Product Function

Chloramination
Chloramination

Max Use

10mg/L
10mg/L

Facility : Riverside, CA

Ammonium Hydroxide

Trade Designation

Product Function

Max Use

Ammonium Hydroxide	Chloramination	10mg/L
Aqua Ammonia	Chloramination	10mg/L

Facility : Stockton, CA

Ammonia, Anhydrous	<i>Product Function</i>	<i>Max Use</i>
<i>Trade Designation</i>	Chloramination	5mg/L
Ammonia, Anhydrous		

Facility : Greeley, CO

Ammonia, Anhydrous	<i>Product Function</i>	<i>Max Use</i>
<i>Trade Designation</i>	Chloramination	5mg/L
Ammonia, Anhydrous		

Ammonium Hydroxide	<i>Product Function</i>	<i>Max Use</i>
<i>Trade Designation</i>	Chloramination	10mg/L
Ammonium Hydroxide	Chloramination	10mg/L
Aqua Ammonia		

Facility : Davenport, FL

Ammonia, Anhydrous	<i>Product Function</i>	<i>Max Use</i>
<i>Trade Designation</i>	Chloramination	5 mg/L
Ammonia, Anhydrous		

Ammonium Hydroxide	<i>Product Function</i>	<i>Max Use</i>
<i>Trade Designation</i>	Chloramination	10mg/L
Ammonium Hydroxide	Chloramination	10mg/L
Aqua Ammonia		

NOTE: Only products bearing the NSF Mark are NSF Certified.

Facility : Columbus, GA

Ammonia, Anhydrous	<i>Product Function</i>	<i>Max Use</i>
<i>Trade Designation</i>	Chloramination	5mg/L
Ammonia, Anhydrous		

Facility : Granite City, IL

Ammonia, Anhydrous	<i>Product Function</i>	<i>Max Use</i>
<i>Trade Designation</i>	Chloramination	5mg/L
Ammonia, Anhydrous		

Ammonium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonium Hydroxide	Chloramination	10mg/L
Aqua Ammonia	Chloramination	10mg/L

Facility : Riverdale, IL

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonia, Anhydrous		
Ammonia, Anhydrous	Chloramination	5mg/L
Ammonium Hydroxide		
Ammonium Hydroxide	Chloramination	10mg/L
Aqua Ammonia	Chloramination	10mg/L

Facility : Jeffersonville, IN

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonia, Anhydrous		
Ammonia, Anhydrous	Chloramination	5mg/L
Ammonium Hydroxide		
Ammonium Hydroxide	Chloramination	10mg/L
Aqua Ammonia	Chloramination	10mg/L

Facility : Kansas City, KS

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonia, Anhydrous		
Ammonia, Anhydrous	Chloramination	5 mg/L

Facility : South St. Paul, MN

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonia, Anhydrous		
Ammonia, Anhydrous	Chloramination	5mg/L

Facility : Moss Point, MS

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonia, Anhydrous		
Ammonia, Anhydrous	Chloramination	5mg/L
Ammonium Hydroxide		
Ammonium Hydroxide	Chloramination	10mg/L

Aqua Ammonia	Chloramination	10mg/L
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Facility : Lyons, NY

Ammonia, Anhydrous <i>Trade Designation</i> Ammonia, Anhydrous	Product Function Chloramination	Max Use 5mg/L
Ammonium Hydroxide <i>Trade Designation</i> Ammonium Hydroxide Aqua Ammonia	Product Function Chloramination Chloramination	Max Use 10mg/L 10mg/L

Facility : Concord, NC

Ammonia, Anhydrous <i>Trade Designation</i> Ammonia, Anhydrous	Product Function Chloramination	Max Use 5 mg/L
Ammonium Hydroxide <i>Trade Designation</i> Ammonium Hydroxide Aqua Ammonia	Product Function Chloramination Chloramination	Max Use 10mg/L 10 mg/L

Facility : Delphos, OH

Ammonium Hydroxide <i>Trade Designation</i> Ammonium Hydroxide Aqua Ammonia	Product Function Chloramination Chloramination	Max Use 10mg/L 10mg/L
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Facility : Donora, PA

Ammonia, Anhydrous <i>Trade Designation</i> Ammonia, Anhydrous	Product Function Chloramination	Max Use 5 mg/L
Ammonium Hydroxide <i>Trade Designation</i> Ammonium Hydroxide Aqua Ammonia	Product Function Chloramination Chloramination	Max Use 10 mg/L 10 mg/L

Facility : Palmerton, PA

Ammonia, Anhydrous <i>Trade Designation</i> Ammonia, Anhydrous	Product Function Chloramination	Max Use 5 mg/L
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Ammonium Hydroxide

Trade Designation

Ammonium Hydroxide
Aqua Ammonia

Product Function

Chloramination
Chloramination

Max Use

10 mg/L
10 mg/L

Facility : Waxahachie, TX

Ammonia, Anhydrous

Trade Designation

Ammonia, Anhydrous

Product Function

Chloramination

Max Use

5 mg/L

Ammonium Hydroxide

Trade Designation

Ammonium Hydroxide
Aqua Ammonia

Product Function

Chloramination
Chloramination

Max Use

10 mg/L
10 mg/L

Facility : Suffolk, VA

Ammonia, Anhydrous

Trade Designation

Ammonia, Anhydrous

Product Function

Chloramination

Max Use

5mg/L

Ammonium Hydroxide

Trade Designation

Ammonium Hydroxide
Aqua Ammonia

Product Function

Chloramination
Chloramination

Max Use

10mg/L
10mg/L

Number of matching Manufacturers is 1

Number of matching Products is 46

Processing time was 1 seconds

CONNECT WITH NSF



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CERTIFICATE OF THE ASSISTANT SECRETARY
OF
AIRGAS SPECIALTY PRODUCTS, INC.

The undersigned, Joan W. Schwartz, hereby certifies as follows:

1. The undersigned is the duly appointed Assistant Secretary of Airgas Specialty Products, Inc., a Delaware corporation (the "Company"), that she is authorized to make this certification on behalf of the Company, that the following persons are duly elected officers and authorized to act on behalf of the Company in the capacities set forth below:

President	Martin Wehner
Vice President	Thomas M. Smyth
Chief Financial Officer	Grace Trepasso
Secretary	Robert H. Young, Jr.
Assistant Secretary	Joan Schwartz
Controller	Kyle Hendricks

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 11th day of November, 2014.



Assistant Secretary



**SPECIFICATIONS FOR
ANHYDROUS AMMONIA, LIQUID
BID NO. 15-053**

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for the purchase, delivery and unloading of liquid anhydrous ammonia for the City of Lincoln Water Division of Public Works & Utilities.
- 1.2 Estimated annual quantities of product are listed below.
 - 1.2.1 These estimates are for bidding purposes only and actual quantities will vary.
- 1.3 Vendor shall submit bid documents and all supporting material via the e-bid.
- 1.4 All inquiries regarding these shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addendum.
 - 1.4.2 The City of Lincoln shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.4.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.4.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.5 The term of this contract shall be one (1) year with the option to renew for three (3) additional one (1) year terms.

2. BID QUANTITIES

- 2.1 Water Division will require approximately 75,000 pounds of liquid anhydrous ammonia on an annual basis with an average delivery of 6,000 pounds
 - 2.1.1 High Usage Pumping Season (May 15 – September 15) delivery is approximately every 3 weeks.
 - 2.1.2 Low Usage Pumping Season (September 16 - May 14) delivery is approximately every 5 weeks.

3. WATER DIVISION DETAILS

- 3.1 Pricing provided in this bid shall remain firm for a 3-month period during the initial contract service agreement from the date of execution for delivery of anhydrous ammonia only.
 - 3.1.1 Any price increase shall be verifiable and must be submitted to the City Purchasing office 30 days prior of the increase with detailed justification of the increase.
 - 3.1.2 Detailed information includes invoices from manufacturers showing the exact price and product being charged compared to earlier invoices for the same product.

4. WATER DIVISION MATERIAL SPECIFICATIONS

- 4.1 Anhydrous ammonia shall be liquefied gas, not less than 99.99% NH₃, metallurgical grade.
 - 4.1.1 The material shall contain no solid in suspension that would interfere with

- the proper operation of owner's ammonia valves and feed system.
- 4.1.2 Anhydrous ammonia delivered under this contract shall conform to AWWA (American Water Works Association) Standard B305-06 or the most current version of the Ammonia Standard covered in the AWWA Standards Manual.
 - 4.1.3 The material shall also conform to National Sanitation Foundation Standard 60: Drinking Water Chemicals and shall be certified by NSF as meeting this Standard.
 - 4.1.4 NSF 60 certification shall be supplied with each delivery of product.
 - 4.2 The bidder shall warranty that all deliveries made under this contract are of the quality specified.
 - 4.2.1 The material furnished shall contain no soluble mineral or organic substances in quantities capable of providing deleterious or injurious effects on those consuming the water, or that would otherwise render unfit, the public water supply.

5. WATER DIVISION BULK DELIVERY & SAFETY REQUIREMENTS

- 5.1 Deliveries shall be F.O.B. destination
 - 5.1.1 City of Lincoln Water Treatment Plant
401 Highway 6
Ashland, Nebraska 68003
 - 5.1.2 Coordination of deliveries will be with Eric Lee, Assistant Superintendent of Water Production & Treatment-Operations, (402) 441-1629 or Plant Operations (402) 441-1633
- 5.2 Anhydrous Ammonia deliveries accepted Monday - Friday, 8:00 am to 3:00 pm.
- 5.3 Anhydrous ammonia deliveries shall be made within three (3) business days of the order. (Business days is Monday - Friday)
- 5.4 Vendor shall pump anhydrous ammonia into 2,000 gal. storage tank on site.
- 5.5 Delivery driver shall provide documentation containing the delivered quantity.
- 5.6 The anhydrous ammonia storage tank is owned by the City.
- 5.7 All necessary Vendor personnel shall wear appropriate PPE (Personal Protective Equipment) gear when working with anhydrous ammonia according to OSHA regulations/standards **1910.120(g)(3), 1910.132.**

6. WATER DIVISION SECURITY REQUIREMENTS

- 6.1 Vendor and Transport companies shall strictly adhere to LWS security policies and procedures concerning bulk anhydrous ammonia deliveries.
- 6.2 Prior to arrival of any chemical delivery, the following must be transmitted to the Ashland Treatment Plant by e-mail or fax: Driver identification, truck/trailer I.D. numbers, load seal numbers and Certificate of Analysis for load.
- 6.3 Failure of Supplier to transmit this security information prior to load arrival will result in rejection of the load at no cost to the City.
- 6.4 All drivers will be subject to photographs of their person and driver's license to be archived in Water Division chemical driver security logbook.

7. ANHYDROUS AMMONIA PAYMENT

- 7.1 Anhydrous Ammonia shall be invoiced at the delivered bid price for the actual quantity delivered.
- 7.2 Invoice shall include shipping date, our account number, quantity in pounds, unit price per pound and extension on all invoices.

- 7.3 Invoice shall include a copy of delivery ticket with a signature for proof of delivery.
- 7.4 Bid prices shall include the entire cost of the described items and delivery.