



May 2, 2008

Sealed bids will be received **(original plus one (1) copy)** by the Purchasing Office on or before 2:00 p.m., Thursday, May 22, 2008, at which time they will be opened and publicly read aloud.

Specifications are attached.

We have enclosed our Human Rights Work Utilization Forms to be filled out and returned with your bid or you may submit an updated EEO-1 with your bid. Submittal of these forms with your bid is not a requirement of this bid; however, the first and second low bidders are required to complete a contract compliance form or an acceptable equivalent by no later than 5:00 p.m. of the work day following the opening.

No bidder may withdraw his bid within 60 days after the date set for the opening thereof.

The City of Ann Arbor reserves the right to accept any bid, to reject any bid or all bids, to waive irregularities and/or informalities in any bid, and to make the award in any manner deemed in the best interest of the City.

Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. An alternate may be offered if deviations from specifications are minor and if all deviations are properly outlined on a separate sheet. Failure to outline all deviations may be grounds for rejection of your bid (see attached specifications).

The decision of the City of Ann Arbor's authorized representative, shall be final as to what constitutes acceptable deviations from specifications.

All envelopes must be marked with the bid number, "WATER TREATMENT CHEMICAL – LIQUID OXYGEN", due date and time. We cannot be responsible for any bid not marked as stated above.

City of Ann Arbor

CITY OF ANN ARBOR
SPECIFICATIONS
WATER TREATMENT CHEMICAL-LIQUID OXYGEN
BID NO. ITB-3948
DUE: THURSDAY MAY, 22, 2008

GENERAL: The City of Ann Arbor's Purchasing Division is soliciting bids for Liquid Oxygen (LOX) as outlined below.

CONTACT PERSON: If there any questions concerning the attached specifications, please contact Larry Sanford, Assistant Manager, Water Treatment Plant at (734) 994-2840 Monday through Friday, between the hours of 7:00 a.m. through 3:00 p.m.

MATERIAL SAFETY DATA SHEET: Each bidder shall provide the City of Ann Arbor with a complete copy of the U. S. Department of Occupational Safety & Health Administration, Material Safety Data Sheets, (form OSHA-20) for each product you are bidding on.

INSPECTION OF SITE: A bidder may inspect the City's site and equipment prior to submitting its bid. Please contact the City's Contact Person, as provided above, to make arrangements.

COPIES OF BID: The bidder shall furnish **the original bid plus one (1) copy.**

QUOTATION:

ITEM NO. 1 Liquid Oxygen (LOX)

QUANTITY: Approximately 200,000 HCF of LOX per year delivered in bulk.

	<u>PRICE</u>
LIQUID OXYGEN BULK	\$ _____ TON
FREIGHT	\$ _____ TON
TOTAL DELIVERED COST	\$ _____ TON

Please indicate surcharges, and other additional freight charges such as that assessed for "**Frost Laws**" load restrictions appropriately.

Additional freight costs during Road Weight Restrictions:
\$ _____/ton

LIQUID OXYGEN SHALL BE SUPPLIED TO THE CITY OF ANN ARBOR WATER TREATMENT

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PLANT, F.O.B. DESTINATION, FREIGHT PREPAID. CONTRACTOR SHALL BE RESPONSIBLE FOR TRANSFERRING THE PRODUCT FROM TRANSPORT VEHICLE TO THE CITY OF ANN ARBOR STORAGE VESSEL. BIDDER SHALL SPECIFY MINIMUM SHIPPING AMOUNT IF ANY:

SPECIFICATIONS ARE ATTACHED (**SEE PAGES 11 THROUGH 12**).

Bid to be firm through June 30, 2009.

MONITORING: The successful Provider may provide a telemetry device(s) for tank monitoring that provides data to the Provider on tank level, so that ordering product is unnecessary and resupply is managed by the supplier according to the needs of the Water Treatment Plant. This device (these devices) will be at no cost to the City of Ann Arbor.

CERTIFICATION: We hereby certify that the "LIQUID OXYGEN" provided will meet or exceed your specifications in every respect.

Authorized Representative's Signature

Printed Name

QUANTITY: These quantities shown are for estimating purposes only, not a guarantee of actual usage.

AWARD: The award will be to the lowest total responsible bidder or in any manner deemed to be in the best interest of the City of Ann Arbor.

NOTE: Previous experience and performance may be a factor in making the award.

CONTRACT PERIOD: One (1) year period, to start approximately July 1, 2008,

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through June 30, 2009.

RENEWAL: The proposed agreement may be renewed for up to two (2) one (1) year periods provided that by 45 days prior to end of the contract both parties agree to an extension under the same terms and conditions as exist in the current contract. No further renewal shall be made.

NOTE: If cost exceeds \$10,000.00 this bid will require Human Rights approval and if it exceeds \$25,000.00 will require City Council approval. Therefore, the bid could be approved after the date stated above. The purchase order will be issued as soon thereafter as possible.

DELIVERIES: Supply and transport F. O. B. Destination, Freight Prepaid to the City of Ann Arbor, Water Treatment Plant location and/or designated area on an "AS NEEDED BASIS".

NOTE: Failure to comply shall be grounds for rejection of bid.

ASSIGNMENTS: The Provider agrees not to assign or transfer this contract or any part thereof without the written consent of the City of Ann Arbor, acting through the Administrative Services Director or his authorized representative. Any unauthorized assignment may subject the contractor to immediate termination.

CONTRACT COMPLIANCE: The successful bidder must comply with the City of Ann Arbor's Non-Discrimination (Chapter 112, Section 9:161 of the City Code) before award and at all times during the term of this proposed contract and/or agreement.

ERRORS/OMISSIONS/DISCREPANCIES: Any errors, omissions or discrepancies in the specifications discovered by a prospective contractor and/or service provider shall be brought to the attention of Larry Sanford, Assistant Manager, Water Treatment Plant at (734) 994-2840 as soon after discovery as possible. Further, the contractor and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

SPECIFICATIONS: The Liquid Oxygen ("Product") delivered by the successful Provider will meet or exceed the attached specifications. The City of Ann Arbor may reject

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any Product that does not meet the specifications and no charge shall be made for Product so rejected.

INSURANCE REQUIREMENTS: The successful Provider shall be required to procure and maintain during the life of this Contract, inclusive of any renewal thereof, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Provider or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

- A. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:
 - Bodily Injury by Accident - \$500,000 each accident
 - Bodily Injury by Disease - \$500,000 each employee
 - Bodily Injury by Disease - \$500,000 each policy limit

- B. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:
 - \$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.
 - \$2,000,000 Per Job General Aggregate
 - \$1,000,000 Personal and Advertising Injury

- C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting

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endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

- D. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$5,000,000.

Insurance required under this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the successful Provider agrees to waive any right of recovery by its insurer against the City.

In the case of all Contracts involving on-site work, the successful provider shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the successful Provider supplies a copy of the endorsements required on the policies. Upon request, the successful Provider shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the successful Provider shall deliver proof of renewal and/or new policies to the Administering Department at least ten days prior to the expiration date.

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Any insurance provider of successful Provider shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

TERMINATION: The City of Ann Arbor reserves the right to terminate any award to the Provider for cause, without any liability, upon thirty (30) days notice from the Administrative Services Director or his authorized representative, (see Default above).

The City shall provide notice of such termination by personal service or by first-class mail to the Provider at the address listed in the bid documents. If notice is provided by first-class mail it shall be considered delivered when placed, postage prepaid, in the U. S. Mail. The City shall have the privilege, with or without cause, to cancel and annul this agreement at any time on 30 days notice to the Provider. The City shall provide notice of termination by first-class mail to the Provider at the address listed in the bid documents. If the contract is terminated for reasons other than breach of contract by the Provider, the Provider shall be compensated for services provided prior to the date of the notice of termination. If the contract is terminated for breach of contract by the Provider, the Provider shall be compensated for services provided prior to the date of the notice of termination only to the extent such services comply with the contract requirements.

If notice of termination is given for the failure of the Provider to fulfill the obligations of the contract, including but not limited to: failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified on the contract; failure to deliver specified quantities (repetitive shortages); or failure to comply with the terms and conditions of the City's purchase order, the City, at its option, may provide the Provider with an opportunity to correct the abuse. The Provider may be given up to thirty (30) days to take corrective action. Failure to do so within the specified period may result in termination of the contract, procuring the articles or services from other sources, holding the Provider responsible for any excess cost occasioned thereby or any combination of these remedies, all at the sole discretion of the City of Ann Arbor.

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HEALTH AND SAFETY: The City acknowledges that the United States Occupational Health and Safety Administration considers the Product to be hazardous. The City confirms that it has received the Material Safety Data Sheets for the Product from the Provider and agrees that it will comply with applicable requirements to communicate, warn, protect and train its employees who are exposed to the Product hazards. The City is responsible for the suitability and the results of using the Product alone or in combination with other substances in its water treatment processes and procedures, contingent on Provider being responsible for and delivering Product that meets specifications and is not contaminated or otherwise modified by other elements or substances.

REPORTING COMPLIANCE: Provider will comply with all reporting requirements relative to the Product under applicable federal, state and local laws and regulations up to the point a delivery of the Product to the City is completed at the City's location. After completion of delivery, the City will comply with all reporting requirements relative to the Product under applicable federal, state and local laws and regulations.

INDEMNIFICATION: To the fullest extent permitted by law, the Provider shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Provider or its employees and agents occurring in the performance of this agreement.

FORCE MAJEURE: Neither party hereto will be liable in damages or otherwise to the other for default or delay in the performance of any of its obligations hereunder due to Acts of God, accident, fire, flood, storm, riot, war, sabotage, explosion, strike, lockout, labor disturbance, national defense requirement, governmental action, law, ordinance, rule or regulation, whether valid or invalid, inability to obtain or curtailment of electricity or other type of energy, raw material, labor, equipment or transportation, failures of normal sources of supply, or any similar or different contingency beyond its reasonable control which would make performance commercially impracticable whether or not contingency is the same type as those enumerated above. If, as a result of a force majeure condition, the Provider incurs increased cost to produce or deliver the Product, the Provider shall have the right to pass along this cost increase to the City of Ann Arbor. The City of Ann Arbor shall

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have the right to decline to purchase Product as long as such force majeure price increase is in effect. If the City purchases Product from the Provider after having received notice of force majeure price increase(s), the City shall pay its current price for Product plus the force majeure increase(s). In the event a force majeure affects Provider's ability to produce or deliver the Product, Provider will allocate production or deliveries among the requirements of all its customers and Provider's own requirements in a fair and reasonable manner.

PLEASE CHECK: We have read the attached specifications thoroughly?

Yes No

Are all exceptions to the attached specifications properly outlined?

Yes No

INVOICE TERMS: Discount of ___% or \$_____ will be allowed for payment of invoice thirty (30) days from day of delivery and acceptance.

OTHER TERMS: Less than 30 days, E.O.M., Proximo, etc., will not be considered in determining award of contract.

The city of Ann Arbor reserves the right to accept any bid, to reject any bid or all bids, to waive irregularities and/or informalities in any bid, and to make the award in any manner deemed in the best interest of the City.

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The undersigned agrees that if the bid is accepted by the City of Ann Arbor, a binding contract will be in effect for the delivery of the goods in accordance with the bid.

All envelopes must be marked "WATER TREATMENT CHEMICAL-LIQUID OXYGEN". We cannot be responsible for any bid not marked as stated above.

RETURN BID TO: City Of Ann Arbor
Purchasing Office
P.O. Box 8647
Ann Arbor, Mi 48107

Or

City of Ann Arbor
Purchasing Office – 5th Floor, City Hall
100 N. Fifth Avenue
Ann Arbor, MI 48104

COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

Company's Representative
Signature _____

Printed _____

Date _____ Title _____

Phone Number _____ Fax Number _____

Federal ID Number