

May 20, 2008

CITY OF ANN ARBOR
INVITATION TO BID
WATER TREATMENT CHEMICALS-SODIUM HEXAMETAPHOSPHATE

BID NO. ITB-3954
DUE: Thursday, June 5, 2008

Sealed bids will be received (**Original plus one (1) copy**) by the Purchasing Office on or before 2:00 p.m., THURSDAY, June 5, 2008 at which time they will be opened and publicly read aloud. All bids become the property of the City of Ann Arbor.

Specifications are attached.

We have enclosed our Human Rights Work Utilization Forms to be filled out and returned with our bid or you may submit an updated EEO-1 with your bid. Submittal of these forms with our 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. The decision of the City of Ann Arbor's authorized representative shall be final as to what constitutes acceptable deviations from specifications.

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).

All envelopes must be marked with the bid number, "Water Treatment Chemical – Sodium Hexametaphosphate", due date and time. We cannot be responsible for any bid not marked as stated above.

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

NSF/ANSI STANDARD 60: The City of Ann Arbor Water Treatment Plant requires an affidavit from the manufacturer or vendor that the sodium hexametaphosphate furnished under this contract conforms to NSF/ANSI Standard 60 and meets or exceeds this standard.

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

ITEM NO. 1 SODIUM HEXAMETAPHOSPHATE

QUANTITY - APPROXIMATE 40 TON	<u>PRICE</u>
SODIUM HEXAMETAPHOSPHATE	\$ _____ CWT.
FREIGHT	\$ _____ CWT.
TOTAL DELIVERED COST	\$ _____ CWT.

Please indicate surcharges, and any other additional freight charges such as that assessed for **AFrost Law**≅ load restrictions appropriately.

Additional freight costs during Road Weight Restrictions: \$ _____ CWT.

ALL SHIPMENTS WILL BE F.O.B. DESTINATION, FREIGHT PREPAID.

SPECIFICATIONS ARE ATTACHED (SEE PAGES 1 THROUGH 3).

CONTRACT PERIOD: Twelve (12) month period, to start approximately July 1, 2008 through June 30, 2009 .

Five (5) days prior to bid opening a 1/4 lb. sample and a typical analysis of the product the bidder proposes to furnish will be supplied to the Water Treatment Plant, 919 Sunset, Ann Arbor, MI 48103.

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CONTACT PERSON: if there are any questions concerning the attached specifications, please contact Larry Sanford, Assistant Manager, Water Treatment Services, at (734) 994-2840 Monday through Friday, between the hours of 8:00 a.m. through 2:30 p.m.

AWARD: The award will be to the lowest responsible bidder, or in any manner deemed to be in the best interest of the City of Ann Arbor. The City of Ann Arbor reserves the right to reject low bids which do not meet specifications.

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

PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT: If the bidder is awarded a contract under this bid solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the life of this contract: provided however, that the bidder may offer incentive discounts from this fixed price to the City at any time during the contractual term.

RENEWAL: The proposed agreement may be renewed for three (3) additional 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.

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

ASSIGNMENTS: The contractor 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.

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 Services 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.

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

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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 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

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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.

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 bidder for cause, without any liability, upon thirty (30) days notice from it's authorized representative, (see Default below).

The City shall provide notice of such termination by personal service or by first-class mail to the bidder 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 bidder. The City shall provide notice of termination by first-class mail to the bidder at the address listed in the bid documents. If the contract is terminated for reasons other than breach of contract by the bidder, the bidder shall be

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compensated for services provided prior to the date of the notice of termination.

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.

INDEMNIFICATION: To the fullest extent permitted by law, the contractor 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 contractor or its employees and agents occurring in the performance of this agreement.

DEFAULT: Is defined as the failure of the bidder 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; or failure to deliver specified quantities (repetitive shortages). If continued abuses of any or all of the above conditions persist, the City of Ann Arbor will notify the contractor in writing. The contractor will be given fifteen (15) days to correct this "Default" condition. Failure to do so within the specified period will result in the City's canceling the contract and procuring the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby.

PLEASE CHECK: We have read the attached specifications thoroughly?

Yes No

Are all exceptions to the attached specifications properly outlined?

Yes No

NOTE: The City of Ann Arbor reserves the right to reject low bids for poor past performance or inadequate references.

CERTIFICATION: We hereby certify that the "**Sodium Hexametaphosphate**" provided will

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meet or exceed your specifications in every respect.

Authorized Representative's Signature

Printed Name

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.

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 with the bid number, "Water Treatment Chemical - Sodium Hexametaphosphate", due date and time. 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
100 N. Fifth Avenue
Ann Arbor, MI 48104

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COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

Company's Representative

Signature _____

Printed _____

Date _____ Title _____

Phone Number _____ Fax Number _____

Federal ID Number