

May 21, 2008

City Of Ann Arbor
Invitation To Bid
Water Treatment Chemical-Sodium Hypochlorite

Bid No. 3956
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 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 quantity of chemical. 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, acting through its 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 - SODIUM HYPOCHLORITE", due date and time. We cannot be responsible for any bid not marked as stated above.

The City of Ann Arbor

City Of Ann Arbor
Invitation To Bid
Water Treatment Chemical-Sodium Hypochlorite

Bid No. ITB-3956

Due: Thursday, June 5, 2008

GENERAL: The City of Ann Arbor is soliciting bids for Sodium Hypochlorite as outlined below.

CONTACT PERSON: Any question concerning this bid, please contact Larry Sanford, Assistant Manager, Water Treatment Plant (WTP) at (734) 994-2840 Monday through Friday, between the hours of 7:00 a.m. and 3:00 p.m.

COPIES OF BID: You are required to submit an original bid plus one (1) copy.

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

SPECIFICATIONS: See Attached and AWWA B300-99

ITEM NO. 1 - SODIUM HYPOCHLORITE (See attached specifications)

Quantity - APPROXIMATE 175,000 Gallons Per Year

	<u>PRICE</u>
SODIUM HYPOCHLORITE	\$_____ GALLON
Freight	\$_____
Total delivered cost	\$_____ GALLON

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

Additional freight costs during Road Weight Restrictions: \$_____ Gallon

All shipments will be f.o.b. destination, freight prepaid.

REMARKS:

CONTRACT PERIOD: One (1) year period, to start approximately July 1, 2008 through June 30, 2009.

RENEWAL: The proposed agreement may be renewed for up to three (3) one (1) year periods provided that by 60 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.

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AWARD: The award will be to the lowest total bid, 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.

NOTE: If costs exceed \$10,000.00 this bid will require Human Rights approval, and if costs exceed \$25,000 this bid 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 on an "AS NEEDED BASIS." Standard shipments to the WTP will be nominally, 4,000 gallons.

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 on which you are bidding.

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

ASSIGNMENTS: The bidder 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 Contract Administrator. Any unauthorized assignment may subject the bidder to immediate termination.

CONTRACT COMPLIANCE: The successful bidder must comply with the City of Ann Non-Discrimination (Chapter 112, Section 9:161 of the City Code) before the 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 bidder and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

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INSPECTION: Any materials which may be discovered to be defective shall be removed and made good by the contractor at his expense regardless of any previous inspection or final acceptance.

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.

TERMINATION: The City of Ann Arbor reserves the right to terminate any award with or without cause, without any liability, upon 30 days notice from the Contract Administrator. The City shall provide notice of such termination in accordance with the terms of this contract. If the contract is terminated for reasons other than breach of contract by the contractor, the contractor shall be compensated for services provided prior to the date of the notice of termination.

INSURANCE REQUIREMENTS:

During the term of this agreement, the contractor agrees to procure and maintain in effect insurance policies in the amounts and with the types of coverage shown below:

- A. **Workers Compensation Insurance** in the form and amount required by Michigan law.
- B. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- C. **Motor Vehicle Liability Insurance** including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. If environmental damage is not covered under the contractor's Commercial General Liability Insurance, the contractor may be required to obtain environmental protection insurance coverage.
- E. The City shall be named as an additional insured party with respect to performance under this contract and provide for unconditional notice to the

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Administering Department during the term of this contract for any action taken in accordance with this provision. Documents shall provide not less than 30 days prior written notice to the Administering Department of cancellation, non-renewal, reduction in the amount of insurance, or material change of terms of the policy. Documents showing that the Contractor has the required insurance shall be filed with the Administering Department before any Services are performed. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or policies to the Administering Department at least ten days prior to the expiration date. The insurer must be satisfactory to the City Attorney. A certificate of insurance shall not, necessarily, be considered a sufficient showing.

- F. 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, to its proportionate extent, 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.

Contractor will maintain all required insurance of the parties as specified during the existence of this agreement, including renewals.

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

Authorized Representative's Signature

Printed Name

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 the award of the contract.

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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 clearly marked with the bid number, "WATER TREATMENT CHEMICAL-SODIUM HYPOCHLORITE", 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 ARMOR, MI 48104

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COMPANY

ADDRESS

CITY

STATE

ZIP

Company's Representatives

Signature

Printed

Date

Title

Phone Number

Fax Number

Federal I.D. Number

**CITY OF ANN ARBOR
STANDARD SPECIFICATIONS
FOR
SODIUM HYPOCHLORITE**

This standard pertains to sodium hypochlorite for use in the treatment of municipal water supplies.

SECTION 1: General Information

Sec. 1.1 Definitions

The following definitions shall apply in this standard:

***Manufacturer:** Any party that produces sodium hypochlorite as covered by this standard.*

***Purchaser:** Any party that enters into a contract, either written or verbal, to purchase sodium hypochlorite in accordance with the provisions of this standard.*

***Vendor:** Any party that enters into a contract, either written or verbal, to supply sodium hypochlorite for purchase in accordance with this standard.*

Sec. 1.2 Affidavit of Compliance

The purchaser requires an affidavit from the manufacturer or vendor that the hypochlorite furnished under the purchaser's orders meets or exceeds the specifications of this standard.

Sec. 1.3 Rejection

Notice of Nonconformance. If the hypochlorite does not meet the requirements of this standard, a notice of non-conformance shall be provided by the purchaser to the vendor within 10 working days of receipt of the shipment at its point of destination. The results of the purchaser's test shall prevail unless the vendor notifies the purchaser within five working days of receipt of the notice of non-conformance that a retest is desired. On receipt of the request for a retest, the purchaser shall forward to the vendor one of the sealed samples taken in accordance to section 3.2 of this standard. In the event that the retest results do not agree with the test results of the purchaser, the other sealed sample shall be forwarded to a referee laboratory agreed upon by both parties for analysis. The results of the referee laboratory's analysis shall be considered final. If the shipment is found to be in compliance with this standard, then the cost of the referee laboratory shall be assumed by the purchaser. If the shipment is found not to meet the specifications of this standard, the cost of the referee laboratory shall be assumed by the vendor.

If the material delivered is found to not meet the requirements of this standard, the responsibility of removal from the point of destination shall fall wholly on the vendor. An exception to this point may be made if a price adjustment is made between the vendor and the purchaser.

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SECTION 2: Specifications

CAUTION: Light, heat, organic matter and certain heavy metal cations such as Cu, Ni, and Co accelerate the decomposition of sodium hypochlorite. Sodium Hypochlorite should be stored in isolation from any flammable material, including oil, glycerine or printed matter. Sodium Hypochlorite should never be dispensed or handled by any implement that may be contaminated with organic matter.

Sec. 2.1 Description

Sodium Hypochlorite (NaOCl) is a clear light-yellow liquid containing up to 160 g/L (16 trade percent) of available chlorine.

Sec. 2.2 Physical Requirements

Sodium Hypochlorite solution shall be a clear liquid containing not more than 0.15 percent insoluble matter by weight. It shall be filtered through diatomaceous earth before delivery.

Sec. 2.3 Chemical Requirements

The Sodium Hypochlorite shall contain between 15 and 16 percent available chlorine by volume (trade percent). In the event the available chlorine by volume (trade percent) is lower than specified, the City shall deduct a penalty as follows:

- 1) Available chlorine between 14 & 15 trade percent, a penalty of 10% of the contract price shall be deducted.
- 2) Available chlorine between 13 & 14 trade percent, a penalty of 15% of the contract price shall be deducted.
- 3) Available chlorine between 12 & 13 trade percent, a penalty of 20% of the contract price shall be deducted.

In any event, if the available chlorine is below 12 trade percent, this will be reason for rejection of the shipment. The vendor will agree to return a rejected shipment.

The total free alkali in sodium Hypochlorite (as NaOH) shall not exceed 1.5 percent by weight.

Nickel (II) and Copper (II) concentrations shall be < 0.1 mg/l

The pH of the hypochlorite solution shall be between 12 and 13 at delivery.

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Sec. 2.4 Impurities

The sodium hypochlorite provided under this standard shall contain no soluble or insoluble material, either organic or inorganic, capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with sodium hypochlorite.

The liquid sodium hypochlorite shall be certified as meeting the specifications of American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF 60) as revised August 13, 1999. A copy of the ANSI/NSF 60 letter of acceptance of the sodium hypochlorite proposed to be supplied shall accompany the prospective vendor's bid. Failure to comply with this requirement may, at the discretion of the City, be considered grounds for disqualification of the vendor's bid. It is the responsibility of the supplier to inform the City the NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds immediate termination of the contract.

The City requires compliance with the *Water Chemicals Codex* directives in the supplementary specifications.

The concentration of chlorite ion shall not exceed levels established by AWWA. The concentration of chlorate ion shall not exceed 1.5 g/l. The chlorate ion concentration at delivery shall be furnished to the purchaser by the vendor for every delivery.

In an effort to minimize impurities, the sodium hypochlorite delivered by the vendor shall be freshly made for each delivery. That is, a shipment shall not be more than 24 hours old and shall be stored at less than 20 C prior to delivery.

SECTION 3: Marking, Sampling and Shipping

Sec. 3.1 Marking

Because sodium hypochlorite is such a strong oxidizer, containment vessels should be marked accordingly. Hypochlorites should be labeled in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA). Each shipment shall also meet any applicable local, state or federal requirements as defined by the USDOT. Each shipment is required to be labelled with the manufacturer, lot number and the net weight. It must bear a USEPA registration number as well as USEPA establishment number.

Sec. 3.2 Sampling

Samples shall be taken at the point of destination, in accordance with AWWA B300-87.

Sec 3.3 Shipping

Sodium Hypochlorite solution shall be shipped in suitably lined, thoroughly cleaned tank trucks of 3000-7000 gallon capacity. The trucks shall be self-sufficient with regard to unloading the hypochlorite into the city's storage tanks. The City will not provide any air, electricity, hose or other hook-ups.

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All shipments are subject to scheduling by the purchaser

SECTION 4: Testing Procedures

All testing shall be done in accordance with the most current and applicable AWWA standard for sodium hypochlorite. The following is a partial list of chemical and physical characteristics that may be tested for:

- 1. Available Chlorine, in mg/L or trade percent.**
- 2. Free alkali as NaOH**
- 3. Insoluble matter or impurities**
- 4. Chlorite**
- 5. Chlorate**