

April 13, 2007

CITY OF ANN ARBOR
INVITATION TO BID
FERRIC CHLORIDE – Wastewater Treatment Plant (WWTP)
BID NO. ITB-3849
DUE: May 7, 2007

Sealed bids will be received **(ORIGINAL PLUS TWO (2) COPIES)** by the Procurement Office, Fifth Floor, City Hall, 100 North Fifth Avenue, P.O. Box 8647, Ann Arbor, Michigan, 48107 on or before 2:00 p.m., May 7, 2007, at which time they will be opened and publicly read aloud.

Specifications are attached.

We have enclosed our Contract Compliance Forms, including Instructions and Living Wage Declaration of Compliance Form to be filled out and returned with your bid or you may submit an updated EEO-1 with your bid along with the Living Wage Compliance Form. Please see Exhibit B. Submittal of these completed forms is a requirement of this bid.

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).

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The decision of the City of Ann Arbor, acting through the Support Services Administrator, or his authorized representative, shall be final as to what constitutes acceptable deviations from specifications.

All envelopes must be marked, "FERRIC CHLORIDE BID NO. ITB-3849 - WWTP" on the bottom left-hand corner of the envelope. We cannot be responsible for any bid not marked as stated above.

Authorized

Dee Lumpkin
Procurement Assistant

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General: Ferric chloride is used at the City of Ann Arbor Wastewater Treatment Plant (WWTP) for phosphorus removal and biosolids chemical conditioning. The City of Ann Arbor's Purchasing Division is soliciting bids for the following: FERRIC CHLORIDE BID No. ITB-3849 - WWTP as outlined below.

Copies Of Bid: The vendor will be required to submit an original bid plus two (2) copies.

Contact Person: If there are any questions concerning this bid contact Ronald A. Rees, Assistant Wastewater Services Manager, Wastewater Treatment Plant at (734) 971-4834 between the hours of 8:00 a.m. through 4:00 p.m., Monday through Friday.

Quantity: Approximately 550 dry tons is used per year. This quantity is to be used for estimating purposes only and is not a guarantee of actual use.

Cost:

Ferric Chloride based on tons FeCl ₃ (100% basis)	\$_____ Ton
Freight	\$_____ Ton
Total Delivered Cost	\$_____ Ton

Please indicate surcharges, and other additional freight charges, that would be assessed for "Frost Law" load weight restrictions.

Additional costs during "Frost Law" load weight restrictions \$_____ Ton

All shipments will be F.O.B. destination; freight prepaid to the WWTP and/or designated area on an "as needed basis."

The vendor will be subject to the terms and conditions of the City of Ann Arbor Purchase Order.

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

Contract Period: THREE (3) YEAR PERIOD TO START JULY 1, 2007, THROUGH JUNE 30, 2010.

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

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City Approvals: Bids exceeding \$10,000 will require Human Rights Approval/Living Wage Compliance. Bids exceeding \$25,000 will require City Council Approval. Award will be made after the above approvals are received. The purchase order will be issued after the Contract has been signed and enacted, or as soon thereafter as possible.

Award: The City intends to award a purchase order to the lowest responsible bidder. The City reserves the right to reject any or all bids, and to waive irregularities and/or informalities in any bid and to make the award in any manner that is in the best interest of the City. Previous performance on City Contracts may be a factor in determining the award.

Material Safety Data Sheets: The vendor shall provide the City 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.

Assignments: The vendor shall not subcontract or assign any portion of the services without prior written consent to such action by the City. Any unauthorized assignment may subject the vendor to immediate termination.

Termination: Either party in the case of a breach of this agreement by the other party may terminate this agreement, if the breaching party has not corrected the breach within 15 days after notice of termination is given in conformance with the terms of this agreement. If contracting services are terminated for reasons other than the breach of the agreement by the Contractor, the Contractor shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

Contract Compliance: The successful bidder must comply with the City of Ann Arbor Non-discrimination Practice, Chapter 112, Section 9:161 of the City Code (Exhibit A) 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 vendor and/or service provider shall be brought to the attention of Ronald A. Rees, Assistant Wastewater Services Manager, Wastewater Treatment Plant, at (734) 971-4834 as soon after discovery as possible. Further, the vendor and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Indemnification: To the fullest extent permitted by law, the vendor 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 tortuous acts or omissions by the vendor or its employees and agents occurring in the performance of this agreement.

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Insurance: Documents showing that the vendor has the required insurance shall be filed with the Administering Unit before any services are performed. If the coverages expire by their terms during the term of service to the City under this agreement, the vendor shall deliver proof of renewal and/or policies to the Administering Unit 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. The successful vendor will provide proof of the following:

1. Workers compensation insurance in the amount required by Michigan Law.
2. Proof of automobile insurance coverage on owned/leased delivery vehicles.

Default: It is defined as the failure of the vendor to fulfill the obligations of the agreement, including but not limited to: failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified on the agreement; or failure to deliver specified quantities (repetitive shortages). If continued abuse of any or all of the above conditions persist, the City of Ann Arbor will notify the vendor in writing. The vendor will be given ten (10) days to correct this "Default" condition. Failure to do so within the specified period will result in the City's canceling the agreement and procuring the articles or services from other sources and hold the vendor responsible for any excess cost occasioned thereby.

The City shall have the privilege, with or without cause, to cancel and annul this agreement at any time on 10 days notice to the bidder. The City shall provide notice of termination by first-class mail to the vendor 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.

If the agreement is terminated for reasons other than breach of the agreement by the vendor, the vendor shall be compensated for services provided prior to the date of the notice of termination.

Specifications:

1. STRENGTH:
 - a. 38% - 45% Ferric Chloride by content - concentration shall be adjusted seasonally to avoid crystallization during cold weather.
 - b. Specific Gravity = 1.4 to 1.5.
 - c. Free Acid as HCL = < 1%

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- d. The proposed AWWA standards with respect to chemical properties for liquid Ferric Chloride should be followed where not further delineated in this document.

2. PURITY:

- a. Suspended solid content shall be less than 500 mg per liter based on a representative sample of each load delivered. Total insoluble matter shall not exceed 0.5% by weight.
- b. The liquid ferric chloride solution supplied with respect to toxic content shall not adversely impact the City of Ann Arbor Wastewater Treatment Plant process nor be a contributing cause to violating the requirements of its National Pollution Discharge Elimination permit. Further, the chemical content shall not impact the treatment or disposal of residuals produced in the treatment of municipal wastewater at the Ann Arbor WWTP. At a minimum, the City requires compliance with the *Water Chemicals Codex* directives for trace metal's composition if not further defined in this document.
- c. The sum of the concentrations of the following eleven trace metals shall not exceed 280 mg/l:

Total Cadmium	Beryllium
Total Copper	Total Chromium
Lead	Total Nickel
Selenium	Zinc
Vanadium	Titanium
	Molybdenum

- e. The following additional substances or chemical groups shall be in no detectable concentrations in the ferric chloride:

Insecticides
Pesticides
Herbicides
Polychlorinated Byphenols (PCBs)
Hexachlorobenzenes
Radionuclides

3. PRICE:

Price must be based on Tons FeCl₃ (100%) basis.

4. LOAD SAMPLE:

Every shipment of ferric chloride must include a sample that is representative of the material shipped in that load. This sample shall be placed in a container that

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is suitable for storing ferric chloride solution at the concentration being supplied. The sample container shall be properly labeled to indicate the delivery date and pertinent additional information regarding purity and strength of the sample contained within it. The outside surface of the sample container shall be clean, dry and free of any product at the time of delivery by the driver to the WWTP staff.

5. TESTING:

Any product or shipment that fails to meet specifications will be rejected and the vendor shall pay all applicable costs (including chemical analysis, down time, lost man hours, etc.).

6. SHIPPING AND DELIVERY REQUIREMENTS:

Deliveries are to be made with 4,000 or 5,000 gallon tank trucks equipped with compressors.

Normal delivery will be accepted between 8:00 a.m. and 12:00 p.m., 1:00 p.m. to 5:00 p.m., Monday through Friday only, unless prior arrangements are made and are acceptable to the WWTP supervisor on duty.

7. SPILLAGE AND CLEANUP:

It will be the vendor's responsibility to bear all cleanup costs, including but not limited to: lack of proper equipment to unload, carelessness, etc.

Other Items: Less than 30 days, E. O. M., Proximo, etc. will not be considered in determining the award of the Contract.

Please Check: We have read the specifications and associated conditions thoroughly.

()Yes ()No

Are all exceptions to the specifications properly outlined?

()Yes ()No

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Certification: We hereby certify that the FERRIC CHLORIDE provided will meet or exceed the specifications in every respect.

Authorized Representative's Signature

Printed Name

References: Please list at least three (3) companies or public agencies for whom you have performed similar work.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1.			
2.			
3.			

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RETURN BID TO: CITY OF ANN ARBOR
PROCUREMENT UNIT
Fifth Floor
100 N. FIFTH AVENUE
P.O. BOX 8647
ANN ARBOR, MI 48107

The undersigned agrees that if the bid is accepted by the City of Ann Arbor, within sixty (60) days of the bid opening, a binding agreement will be in effect for delivery of goods in accordance with the bid.

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Signatures:

COMPANY NAME

ADDRESS

CITY

STATE

ZIP

Company's Representatives:

Signature

Date

Printed

Title

Phone Number

Fax Number

EXHIBIT A

FAIR EMPLOYMENT PRACTICE

The contractor, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts there from:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:

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- (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;

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- (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

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EXHIBIT B

City of Ann Arbor Procurement Office

INSTRUCTIONS FOR CONTRACTORS for completing CONTRACT COMPLIANCE FORM

City Policy

The "non discrimination in contracts" provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts which they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Procurement Office to determine whether or not the contractor/vendor has a work force which is reflective of the availability of women and under-represented minorities within the contractor's labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City Procurement Office Contract Compliance Forms (attached).***

To complete the form:

- 1) **If a company has more than one location, then that company must complete 2 versions of the form.**
 - **Form #1** should contain the employment data for the **entire corporation**.
 - **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).
- 2) If the company has only one location, fill out Form #1 only.
- 3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization's president.
- 4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.
- 5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
Dee Lumpkin
734/994-2719

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

Instructions for contractors 9/03

**CITY OF ANN ARBOR PROCUREMENT OFFICE
CONTRACT COMPLIANCE FORM**

Form #2

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____

Fax# _____ Email Address _____

(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees												
	(Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-M
White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native		
A	B	C	D	F	G	H	I	J	K	L	M		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

City of Ann Arbor

**LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

_____ This company is exempt due to the fact that we employ or contract with fewer than 5 individuals.

_____ This non-profit agency is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$9.91/hour when health care is provided, or no less than \$11.48/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted upward each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include the adjustment for 2006.

b) Please check the boxes below which apply to your workforce:

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes_____ No_____

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes_____ No_____

c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.

d) To provide the City payroll records or other documentation as requested; and,

e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name

Address City State Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

Questions about this form? Please contact:
Procurement Office - City of Ann Arbor
Dee Lumpkin
734.994.2719