



May 2, 2008

City of Ann Arbor  
Invitation to Bid  
Water Treatment Chemical – Hydrofluorosilicic Acid  
Bid No. ITB-3949  
Due: Thursday, May 22, 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. 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/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 clearly marked with the bid number, "HYDROFLUOROSILICIC ACID", due date and time. We cannot be responsible for any bid not marked as stated above.

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**GENERAL:** The City of Ann Arbor is soliciting bids for "**HYDROFLUOROSILICIC ACID**" as outlined below:

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

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

**SPECIFICATIONS:**

ITEM NO.1 - HYDROFLUOROSILICIC ACID-MUST MEET OR EXCEED 23% (See attached specifications-Pages 1-3)

Quantity - APPROX. 21,000 GALLONS (103 TONS)

	<b><u>PRICE</u></b>
HYDROFLUOROSILICIC ACID-MUST MEET OR EXCEED 23%	\$_____ LB.
Freight	\$_____ LB.
Total delivered cost	\$_____ LB.

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

Additional freight costs during Load Limit Restrictions: \$\_\_\_\_\_/ton

All shipments 3,000 to 5,000 gallons or 15 or 25 tons will be f.o.b. destination, freight prepaid. If there are any questions concerning the attached specifications, please contact the individual above.

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REMARKS:

SPECIFICATIONS ARE ATTACHED-See pages 1 through 3.

Bid to be firm through June 30, 2009.

**The successful bidder must submit the following items for inclusion with their proposal:**

- A. An affidavit of Compliance indicating the product proposed by the manufacturer complies with the AWWA Standard B703-00 and with the owner's product specifications, as written, with no exceptions.**
- B. An affidavit of Compliance indicating the Hydrofluorosilicic Acid proposed by the supplier possesses certification under ANSI/NSF, standard 60.**
- C. A certified analysis of the hydrofluorosilicic acid including concentrations of hydrofluoric acid (HF), lead (Pb), arsenic (As) and mercury (Hg).**

CERTIFICATION: We hereby certify that the "**Hydrofluorosilicic Acid**" 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 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.

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NOTE: If cost exceeds \$10,000.00 this bid will require Human Rights approval and if cost exceeds \$25,000 requires Council approval. Therefore, the bid could be approved after the date stated above. The purchase order will be issued as soon thereafter as possible.

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 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.

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".

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.

CONTRACT COMPLIANCE: The successful bidder must comply with the City of Ann Arbor's Non-Discrimination regulations (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.

INSURANCE REQUIREMENTS: The Contractor shall name the City as an additional insured party with respect to performance under this contract and provide for unconditional notice to the 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

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the amount of insurance, or material change of terms of the policy. Documents showing that the Consultant 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.

The limits of insurance shall not be less than the following:

- A. Workers compensation insurance in the amount required by Michigan Law.
- B. General Liability:  
 Combined Single Limit-Bodily injury,  
 personal injury & property damage  
  

each occurrence and aggregate	\$1,000,000
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- C. Automobile Insurance for vehicles:  
 (Single Limit)  
 (owned, hired & non-owned)  
 bodily injury & property damage  

Bodily injury each person	\$1,000,000
each accident	\$1,000,000
- D. Comprehensive Umbrella Liability  

each occurrence & aggregate	\$1,000,000
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**Contractor will maintain all required insurance of the parties as specified during the existence of this agreement, including renewals.**

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 abuse 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 thirty (30) 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

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for any excess cost occasioned thereby.

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

**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.

**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.

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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, "HYDROFLUOROSILICIC ACID", 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 Puchasing Office 100 N. Fifth Avenue-5 <sup>th</sup> Floor Ann Arbor, MI 48104
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COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY          STATE          ZIP

Company's Representatives \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Date                  Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number