

May 16, 2007

**CITY OF ANN ARBOR
LIQUID CALCIUM CHLORIDE
BID NO. 3856**

Sealed bids will be received **(ORIGINAL PLUS ONE (1) COPY)** by the Procurement Service Unit on or before 2:00 p.m., THURSDAY, June 7, 2007, at which time they will be opened and publicly read aloud.

See specifications.

We have enclosed our Human Rights Work Utilization Forms to be filled out and returned with your bid or you may submit an updated EE0-1 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 3:00 p.m. of the workday 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, shall be final as to what constitutes acceptable deviations from specifications.

All envelopes must be sealed and clearly marked, "LIQUID CALCIUM CHLORIDE, BID No. 3856 Due June 7, 2007, 2:00 P.M. We cannot be responsible for any bid not marked as stated above.

Authorized by:

Karen Lancaster,
Purchasing Agent

1. **GENERAL:** The City of Ann Arbor's Purchasing Division is soliciting bids for our Summer 2007 and 2008 and Winter 2007/08 requirements for Liquid Calcium Chloride as specified below.
2. **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.
3. **CONTACT PERSON:** Questions concerning this bid should be directed to Kirk Pennington, Street Maintenance Supervisor at (734) 994-1617, Monday through Friday between the hours of 9:00 a.m. and 12:00 p.m.

SPECIFICATIONS: Summer Usage

A. Liquid Calcium Chloride: Approximately 60,000 gallons.

38% liquid calcium chloride **delivered and off loaded to our storage tank in 5,000-gallon** increments on an as needed basis.

\$ _____ Per gallon x 60,000 gallons = \$ _____.

B. Liquid Calcium Chloride: Approximately 20,000 gallons.

38% liquid calcium chloride **delivered and applied** as per specifications in 5,000 gallon or larger truckloads on an as needed basis.

\$ _____ Per gallon x 20,000 gallons = \$ _____.

Application equipment to be pressure pumped with variable controller rate of application. Blow down capability to clear spray bar before proceeding to hard surface areas.

____ We have pressure pump with variable controller and blow down capability.

____ We do not have pressure pump with variable controller and blow down capability, but offer the following:

Note: The City of Ann Arbor reserves the right to reject bids which offers an unsatisfactory pressure pump with variable controller or blow down capability.

Material Specifications:

| | |
|----------------------------------|---------------|
| Calcium Chloride | 38.0% Minimum |
| Magnesium Chloride | 0.5% Maximum |
| Alkali Chloride (as sodium) | 4.0% Maximum |
| Specific gravity at 25 degrees C | 1.396 |

SPECIFICATIONS: Winter Usage:

Liquid Calcium Chloride: Approximately 5,000 gallons (delivered four times).

32% Liquid Calcium Chloride, delivered in 5,000-gallon quantities to storage tank as needed.

\$ _____ Per gallon x 5,000 gal. = \$ _____

Cost per delivery x 4 deliveries = \$ _____.

| | |
|----------------------------------|---------------|
| Calcium Chloride | 32% Minimum |
| Magnesium Chloride | 0.42% Maximum |
| Alkali Chloride (as sodium) | 2.9% Maximum |
| Specific gravity at 25 degrees C | 1.32 |

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

APPLICATION SCHEDULE: Scheduling of Liquid Magnesium Calcium Chloride application will be on an **AS NEEDED BASIS ONLY**.

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 using on this project.

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.

SAMPLES AND TESTING: A free sample may be required for testing purposes prior to award. Any product or shipment that fails to meet specifications will be rejected and all applicable costs (including chemical analysis, down time, lost man hours, but not limited to) must be borne by the bidder and/or awardee.

____ Yes, we agree.

____ No, we do not agree, but offer the following:

PRODUCER:

*Name _____
Street Address _____
City and State _____

*Note: If bidder intends to deliver materials originating from more than one producer, a list containing the names and address of each additional source must accompany the bid.

CERTIFICATION: Bidder to furnish certified analysis of the material he or she is bidding on will meet or exceed our specifications and the successful bidder must be prepared to furnish this chemical analysis by competent testing laboratory to determine conformity to specifications on request.

Authorized Representative's Signature

Printed

REFERENCES: Please list at least three (3) public agencies for which you have done similar work:

| | <u>Organization</u> | <u>Address</u> | <u>Contact Person</u> | <u>Telephone</u> |
|----|---------------------|----------------|-----------------------|------------------|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |

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

CONTRACT PERIOD: Two year contract to start approximately July 1, 2007 through June 30, 2009.

RENEWAL: The proposed agreement may be renewed for up to four (4) one 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.

Except to the extent otherwise provided in this Bid, all services provided are accepted and shall be governed by the terms and conditions of the City's standard service purchase order, Form No. AA-35 301, a copy of which is attached to and made part of the bid documents (see page 12).

The Bid Specifications, service purchase order terms and conditions incorporated by reference, and Bidder response shall govern the purchase of all services and constitute the entire agreement of the Parties. No modification, amendment, or waiver shall effectively unless contained in a writing signed by both parties.

Bidder's submission of a complete and signed bid to provide services without alteration or addition indicates agreement with the above.

INSURANCE: The Contractor shall procure and maintain during the life of this Contract, such insurance policies, including those set forth below, as will protect itself, its subcontractors and unless otherwise specified, the City from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

1. 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

2. Commercial General Liability Insurance" equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. 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:

\$500,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

\$1,000,000 Per Job General Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage's, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. 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 \$500,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
4. Umbrella/Excess Liability Insurance shall be provided to apply excess for the Commercial General Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

All insurance required by 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 Contractor agrees to waive any right of recovery by its insurer against the City.

In the case of all Contracts involving on-site work, the Contractor 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 Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor 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 Contractor 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 Contractor 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.

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 five (5) days to correct this "default" condition. Failure to do so within the specified period will result in the City 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 to the bidder for cause, without any liability, upon 5 days notice from the Supervising Professional or his authorized representative (see Default above).

Cancellation Of Fiscal Necessity: In the event an appropriation is not made for continued funding of the service provided under this contract, the City of Ann Arbor shall have the right to cancellation of all or part of the contract, without penalty.

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

Living Wage Compliance: See attached Living Wage Ordinance Excerpts.

Attached as part of the bid is the poster, to post a notice of applicability in every location in which regular or contract employees are providing services and to sign and return the Declaration of Compliance with your bid (see pages 12 & 13). 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 sealed and clearly marked, "LIQUID CALCIUM CHLORIDE, BID No.3856, Due June 7, 2007, 2:00 P.M. We cannot be responsible for any bid not marked as stated above.

RETURN BID TO: CITY OF ANN ARBOR
PROCUREMENT UNIT
P.O. BOX 8647,
100 N. Fifth Ave., 5th Floor City Hall
ANN ARBOR, MI 48107

COMPANY

ADDRESS

CITY STATE ZIP

Company's Representative

Signature

Printed Name

Title

Date

Phone Number Fax Number

E-Mail address

Living Wage Ordinance Excerpts

The Consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

1:813. Definitions.

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12-month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
 - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
 - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour for the average work week of such employee, and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.
- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other non-personnel costs.

- (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance that exceeds \$10,000 for any 12-month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12-month period.
- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.
- (9) "Person" means any individual, co-partnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- (10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$10.33 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$11.96 a hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefore to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than June 30, 2005, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

**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 \$10.33/hour when health care is provided, or no less than \$11.96/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 the 2007/08 period.

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_____

OR

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
Phone: 734/994-2719 Fax:734/994-1795

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM**

Entire Organization (Totals for All Locations where applicable)

Date Form Completed _____

Name of Company/Organization _____

Name and Title of Person Completing Form _____

Name of President _____

Address _____
(Street Address) (City) (State) (Zip Code)

County _____ Phone _____

Email Address _____ Fax _____

EMPLOYMENT DATA

| Job Categories | Number of Employees (Report employees in only one Category) | | | | | | | | | | | | Total of Columns A-L |
|--------------------------------|--|------------------------------|-------|--------------------|--|-------------------------------------|--------|------------------------------|-------|--------------------|--|-------------------------------------|----------------------------|
| | Male | | | | | | Female | | | | | | |
| | 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 | E | F | G | H | I | J | K | L | A-L | |
| Exec/Sr. Level Officials | | | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | |
| Sales | | | | | | | | | | | | | |
| Admin. Support | | | | | | | | | | | | | |
| Craftspeople | | | | | | | | | | | | | |
| Operatives | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | |
| Laborers/Helper | | | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | | | |
| Other | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | |
| PREVIOUS YEAR TOTAL | | | | | | | | | | | | | |

Questions about this form? Call 734-994-2719.