

# INVITATION TO BID

ITB No. 4385

## WASTEWATER TREATMENT PLANT CHEMICAL BID FERRIC CHLORIDE



Due Date: Monday, May 4, 2015 at 2:00 p.m.

Issued By:

City of Ann Arbor  
Procurement Unit  
301 E. Huron Street  
Ann Arbor, MI 48104

 ORIGINAL

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ADVERTISEMENT  
FOR THE  
WASTEWATER TREATMENT CHEMICAL BID  
FERRIC CHLORIDE  
ITB NO. 4385

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, 301 East Huron Street, Fifth Floor, Larcom City Hall, on or before Monday, May 4, 2015 by 2:00 PM for the chemical Ferric Chloride for use by the City's Wastewater Treatment Plant. Bids will be publically opened and read aloud at this time

Ferric Chloride must be supplied to the City Wastewater Treatment Plan, FOB destination, freight prepaid. The selected bidder will be responsible for transferring the product from the transport vehicle to the City storage vessel.

Bid documents, plans, specifications, and addenda shall be downloaded by Bidders at either of the following websites: Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) or City of Ann Arbor Purchasing website: [www.A2gov.org](http://www.A2gov.org). It is the Bidder's responsibility to verify they have obtained all information before submitting a bid.

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 bid.

A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

Precondition for entering into a Contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. Further information is outlined in the Contract Documents.

After the time of opening, no Bid may be withdrawn for a period of 60 days. The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Any further information on bid documents may be obtained from the Procurement Office, (734) 794-6500.

CITY OF ANN ARBOR PROCUREMENT UNIT

# INVITATION TO BID

City of Ann Arbor  
Guy C. Larcom Municipal Building  
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including, City Nondiscrimination and Wage requirements, Vendor Conflict of Interest Form, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms (if any), General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

In accordance with these bid documents, and Addenda numbered 1, the undersigned, as Bidder, proposes to perform all work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 28 DAY OF April, 2015

Kemira Water Solutions  
Bidder's Name 4321 W. 6th St.  
Lawrence, KS 66049

Official Address  
(800) 879-6353

Telephone Number

  
Authorized Signature of Bidder  
**Christina M. Imbrogno**

(Print Name of Signer Above)

kwsna.bids@kemira.com

Email Address for Award Notice

**Section 1**  
**INSTRUCTIONS TO BIDDERS**

**General**

The City is soliciting bids for Ferric Chloride. Chemical specifications are included in Section 2

Any Bid which does not conform fully to these instructions may be rejected.

**Site Inspection**

Prior to Tuesday, April 28, 2015, a bidder may inspect the City's site and equipment. Inspections are by appointment only during business hours (8:00 a.m. to 3:00 p.m). Appointments can be scheduled by email to Keith Sanders, Assistant Manager, Wastewater Treatment Unit at [ksanders@a2gov.org](mailto:ksanders@a2gov.org). No appointments will be scheduled after April 28, 2015

**Preparation of Bids**

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

**Questions or Clarification on ITB Specifications**

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be submitted by April 24, 2015 and should be addressed as follows:  
Specification/Scope of Work questions emailed to Keith Sanders, Asst. Mgr, Wastewater Treatment Services Unit at [ksanders@a2gov.org](mailto:ksanders@a2gov.org).

Bid Process and HR Compliance questions emailed to Mark Berryman, Purchasing Manager at [mberryman@a2gov.org](mailto:mberryman@a2gov.org).

## **Addenda**

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and/or City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org) for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

## **Bid Submission**

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before Monday, May 4, 2015 by 2:00 PM. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) additional Bid copies in a sealed envelope clearly marked: **ITB No. 4385 – Wastewater Treatment Plant – Ferric Chloride.**

### **Bids must be addressed and delivered to:**

City of Ann Arbor  
Procurement Unit,  
c/o Customer Service, 1<sup>st</sup> Floor  
301 East Huron Street  
P.O. Box 8647  
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered Bids will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

## **Award**

The City intends to award a Contract(s) to the lowest responsible Bidder(s). For unit price bids, the contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The City intends to issue a purchase order to the selected Bidder. The City Purchase Order terms and conditions have been included. The contract term is to start approximately July 1, 2015 and continue through June 30, 2016 (twelve-month period). The City reserves the right to renew the contract with the selected Bidder for up to three (3) one-year periods provided that by sixty (60) days prior to the end of the original contract term or renewal term (as applicable) written notice of the City's exercise of its extension rights is provided to the Vendor. Extension to be under the same terms and conditions.

## **Official Documents**

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on [www.MITN.info](http://www.MITN.info) and obtain an official Bid.

## **Withdrawal of Bids**

After the time of opening, no Bid may be withdrawn for the period of 60 days specified in the Advertisement. Bid Pricing must be firm through August 30, 2015

## **Human Rights Information**

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in the General Conditions section herein shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the City.

## **Disclosures**

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act." The Freedom of Information Act

also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

### **Bid Protest**

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The Bidder must clearly state the reasons for the protest. If a Bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the Bidder to the Purchasing Agent. The Purchasing Agent will provide the Bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

### **Reservation of Rights**

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.



**SECTION 2  
CITY OF ANN ARBOR  
STANDARD SPECIFICATIONS  
FOR  
Ferric Chloride**

**Specifications:**

1. STRENGTH:

- a. 32% - 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%
- d. The proposed AWWA standards with respect to chemical properties for liquid ferric chloride shall be followed where not further delineated in this document.

2. PURITY:

- a. Solids. Any costs associated with the removal of solids that accumulate in the ferric tanks or cause problems with the reliability of the chemical feed system will be the sole responsibility of the supplier.
- b. The chemical content of the liquid ferric chloride solution supplied shall not adversely impact City of Ann Arbor Wastewater Treatment Plant processes, and shall not be a contributing cause for the plant to violate 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.
- c. The concentration for mercury shall not exceed 0.2 mg/kg.
- d. There shall be no detectable concentrations in the ferric chloride of the following compounds: Insecticides, Pesticides, Herbicides, Polychlorinated Biphenyls (PCBs), Hexachlorobenzenes, Radionuclides.

3. PRICE:

Price must be based on Tons FeCl<sub>3</sub> (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 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

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



\_\_\_\_\_  
Authorized Representative's Signature

**Christina M. Imbrogno**

\_\_\_\_\_  
Printed Name

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

ORGANIZATION    ADDRESS    CONTACT PERSON    TELEPHONE

1.    *See attached list*
- 2.
- 3.

### SECTION 3: INSURANCE

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s).

A. The certificates of insurance shall meet the following minimum requirements.

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 or current equivalent. 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, or Pollution. Limited Pollution endorsement is allowed if Broadened Pollution Liability Coverage is included in the Motor Vehicle Liability Insurance. 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

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. 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. Pollution Liability – Broadened Coverage Required
4. Umbrella/Excess Liability Insurance shall be provided to apply in 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 \$1,000,000.

B. Insurance required under .A 2 and .A.3 above of 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.

C. 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 Service Area/Unit at least ten days prior to the expiration date.

**SECTION 4: BID FORM**

*All Bidders shall submit pricing in the format requested herein.*

Ferric Chloride	BULK	\$ <u>388.00</u>	TON <i>dry delivered</i>
FREIGHT		\$ <u>delivered</u>	TON
TOTAL DELIVERED COST		\$ <u>388.00</u>	TON <i>dry delivered</i>

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 \$ 0 Ton

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.

Ferric Chloride shall be supplied to the City of Ann Arbor Wastewater Treatment Plant, f.o.b. destination, freight prepaid. Contractor shall be responsible for transferring the product from transport vehicle to the City of Ann Arbor storage vessel. Bidder shall specify minimum shipping amount if any:

44,000 wet pounds

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QUANTITY: The annual quantity is approximately **125 dry tons per year**. This quantity is for estimating purposes only, not a guarantee of actual usage. Product will be ordered on an "as needed" basis. All prices are to remain firm.

**City of Ann Arbor: General Terms and Conditions**  
The following General Terms and Conditions shall apply.

**Tax Exemption:** The City of Ann Arbor is tax exempt, ID# 38-6004534.

**Acceptance of Contract:** This order is the City's contract to purchase the goods and services described on the reverse front side of this document from the Vendor. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this purchase order. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made part hereof.

**Amendments:** No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent.

**Delivery:** All prices must be F.O.B. delivery point. Time is of the essence on this contract. If delivery dates cannot be met, the Vendor agrees to advise the City, in writing of the earliest possible shipping date. The City reserves the right to cancel or purchase elsewhere and hold the Vendor accountable.

**Risk of Loss:** Regardless of F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to delivery or acceptance by the City, whichever is later. No such loss, injury, or destruction shall release the Vendor from any obligations hereunder.

**Inspection:** Goods and materials must be properly packaged. Damaged goods and materials will not be accepted. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. All rejected goods shall be returned to the Vendor at no cost to the City, whether the damage is readily apparent at the time of delivery or later. The City's acceptance is conditioned on such inspection.

**Patents and Copyrights:** If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

**Uniform Commercial Code:** All applicable portions of the Michigan Uniform Commercial Code shall govern contracts for goods with the City of Ann Arbor; except as modified by contract documents.

**Non-waiver of Rights:** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**Material Safety Data Sheets:** Applicable Material Safety Data Sheets, in compliance with OSHA/MIOSHA hazard communication regulations/standards, must be provided by the Vendor to the City at the time of purchase.

**Assignments:** The Vendor agrees not to assign or transfer this contract or any part thereof without the written consent of the City of Ann Arbor, acting through its authorized representative. Any unauthorized assignment may subject the contractor to immediate termination.

**Laws Governing, Severability:** This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or if original jurisdiction is established, the U.S. District Ct. for Eastern District of MI, Southern Division. The Vendor stipulates venues referenced are convenient and waives any claim of non-convenience. If any term herein is found to be ineffective, unenforceable or illegal under any present or future laws, such term shall be fully severable, and the remaining terms shall not be affected and shall remain full force and effect.

**Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage requirements and/or the Davis-Bacon Act as amended.

**Living Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the City of Ann Arbor's Living Wage Ordinance as defined in Chapter 23, Section 1:811-1:821.

**Non-Discrimination:** It shall be the responsibility of the Vendor to comply, when applicable, with, all State, Federal and Local non-discrimination laws, including MCL 37.2209 and Section 9:158 of the City Code.

**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 from any act or omission, associated with the performance of this contract by the Vendor or anyone acting on the Vendor's behalf under this contract. The Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This indemnity survives delivery and acceptance of the Vendor's goods and services.

**Warranty:** The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this contract, including any drawings, specifications and standards incorporated herein. In addition, the Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

**Payment Terms:** The City of Ann Arbor's payment terms are net 30. The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later.

**Payments:** All invoices for goods and services shall be emailed to [accountspayable@a2gov.org](mailto:accountspayable@a2gov.org). Mailed invoices shall be addressed to the City of Ann Arbor, Accounts Payable, P.O. Box 8647, Ann Arbor, MI 48107, as indicated on the front of this purchase order. Invoices must include the Vendor's name, phone number, and clearly listed item descriptions, quantities and units of measure. The Vendor acknowledges and understands that invoices not addressed as stated above shall have the net 30 begin once the invoice is received by Accounts Payable.

**Compliance with Laws:** The Vendor certifies that in performing this contract it will comply with all applicable provisions of Federal, State and Local laws, regulations, rules and orders.

**Termination for Cause:** In the event the Vendor fails, at any time, to comply with, fully perform or strictly adhere to any covenant, condition or representation contained within the contract, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within ten (10) business days from the time of delivery to Vendor of such notice, the City shall have the right to terminate immediately without the requirement of a further notice.



**Vendor Conflict of Interest Disclosure Form**

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

**Certification:** I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Vendor Name	Vendor Phone Number
Kemira Water Solutions, Inc.	(800) 879-6353
<b>Conflict of Interest Disclosure</b> <span style="float: right; font-size: 1.2em;">N/A</span>	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee _____ <input type="checkbox"/> Interest in vendor's company _____ <input type="checkbox"/> Other _____

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that the information provided is true and correct by my signature below:

 _____ Signature of Vendor Authorized Representative	4/29/15 _____ Date	<b>Christina M. Imbrogno</b> _____ Printed Name of Vendor Authorized Representative
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**PROCUREMENT USE ONLY**

- Yes, named employee was involved in Bid / Proposal process.  
 No, named employee was not involved in procurement process or decision.



## LEGAL STATUS OF BIDDER

(The Bidder shall fill out the applicable section and strike out the other two.)

Bidder declares that it is:

- A corporation organized and doing business under the laws of the State of Delaware for whom Christina M. Imbrogno, bearing the office title of Customer Service Manager, whose signature is affixed to this Bid, is authorized to execute contracts.

**NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority**

- ~~• A limited liability company doing business under the laws of the State of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_, whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.~~

- ~~• A partnership, organized under the laws of the state of \_\_\_\_\_ and filed in the county of \_\_\_\_\_, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):~~

- ~~• An individual, whose signature with address, is affixed to this Bid: \_\_\_\_\_ (initial here)~~

Authorized Official

Christina M. Imbrogno Date April 29, 2015

(Print) Name Christina M. Imbrogno Title Customer Service Manager

Company: Kemira Water Solutions  
4321 W. 6th St.

Address: Lawrence, KS 66049

Contact Phone ( ) (800) 879-6353 Fax ( ) (785) 842-2629

Email: Kwsqa.bids@kemira.com

## CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at [www.a2gov.org/departments/city-clerk](http://www.a2gov.org/departments/city-clerk)

**Intent:** It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

**Discriminatory Employment Practices:** No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

**Discriminatory Effects:** No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

**Nondiscrimination by City Contractors:** All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure 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 any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

**Complaint Procedure:** If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual could have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail at [aahumanrightscommission@gmail.com](mailto:aahumanrightscommission@gmail.com), or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

**Private Actions For Damages or Injunctive Relief:** To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND  
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.

**Kemira Water Solutions, Inc.**  
**PIX-116 References**

City of Fort Wayne  
Brian Robinson  
Plant Superintendent  
2601 Dwenger Avenue  
Fort Wayne, IN  
(260) 427-2409

Elyria WWTP  
Terry Korzan  
Director  
1194 Gulf Road  
Elyria, OH  
(440) 366-2211

Columbus WWTP  
James R. Miller, Jr.  
Superintendent  
6977 South High Street  
Lockbourne, OH  
(614) 645-8315



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**CORPORATE ENTITY DETAILS**

**Searched for:** KEMIRA WATER SOLUTIONS, INC.  
**ID Num:** 655093  
**Entity Name:** KEMIRA WATER SOLUTIONS, INC.  
**Type of Entity:** Foreign Profit Corporation  
**Resident Agent:** THE CORPORATION COMPANY  
**Registered Office Address:** 30600 TELEGRAPH ROAD STE 2345 BINGHAM FARMS MI 48025  
**Mailing Address:** MI  
**Formed Under Act Number(s):**  
**Incorporation/Qualification Date:** 7-31-2006  
**Jurisdiction of Origin:** DELAWARE  
**Number of Shares:** 1,000  
**Year of Most Recent Annual Report:** 15  
**Year of Most Recent Annual Report With Officers & Directors:** 15  
**Status:** ACTIVE **Date:** Present

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### KEMIRA PIX-116

/REG\_NA/EN

Revision Date: 10/16/2014

Previous date: 02/19/2014

Print Date:04/30/2015

## 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

### Product information

KEMIRA PIX-116

### Use of the Substance/Mixture

Water treatment chemical

### Company Identification

Kemira Water Solutions, Inc.  
1000 Parkwood Circle, Suite 500  
Atlanta GA 30339  
USA  
Telephone: +18635335990, Telefax: +18635337077

### Emergency telephone number

1-800-424-9300/1-703-527-3887 (CHEMTREC), 1-613-996-6666 (CANUTEC), For Product Information  
1-800-347-1542

## 2. HAZARDS IDENTIFICATION

**Emergency Overview:** Causes eye and skin irritation.

**Skin:** Causes severe skin irritation.

**Eyes:** Causes severe eye irritation.

**Inhalation:** Inhalation overexposure to the mist or vapor may cause respiratory tract irritation.

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

### Chemical characterization

Aqueous solution

### Hazardous or Regulated Components

CAS-number	Chemical name of the substance	Concentration
7705-08-0	Iron trichloride	30 - 37 %
7647-01-0	Hydrochloric acid	<=0.5 %

### Further information

This material is hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29CFR 1910.1200.

This product contains WHMIS regulated (hazardous) components.

#### 4. FIRST AID MEASURES

##### **Inhalation**

Remove to fresh air. If breathing is difficult, give oxygen. If breathing has stopped, apply artificial respiration. Obtain medical attention.

##### **Skin contact**

Take off contaminated clothing and shoes immediately. Rinse with plenty of water. Call a physician if irritation persists.

##### **Eye contact**

Important! Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. If possible use lukewarm water. Consult a physician.

##### **Ingestion**

Do NOT induce vomiting. Rinse mouth with plenty of water. Drink 1 or 2 glasses of water. Never give anything by mouth to an unconscious person. Consult a physician.

#### 5. FIREFIGHTING MEASURES

##### **Suitable extinguishing media**

Not combustible.

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

##### **Extinguishing media which shall not be used for safety reasons**

No special requirements.

##### **Specific hazards during firefighting**

Heating above the decomposition temperature can cause formation of hydrogen chloride.

##### **Special protective equipment for firefighters.**

Exposure to decomposition products may be a hazard to health. In the event of fire, wear self-contained breathing apparatus.

#### 6. ACCIDENTAL RELEASE MEASURES

##### **Personal precautions**

For personal protection see section 8.

##### **Environmental precautions**

Restrict the spread of the spillage by using inert absorbent material (sand, gravel). Cover the drains. Must be disposed of in accordance with local and national regulations.

##### **Methods for cleaning up**

Clean-up methods - small spillage

Dilute residues with water and then neutralize with lime or limestone powder to a solid consistency. Shovel or sweep up. Must be disposed of in accordance with local and national regulations.

Clean-up methods - large spillage

Remove spill using a vacuum truck. Dilute residues with water and then neutralize with lime or limestone powder to a solid consistency. Shovel or sweep up remaining material. Must be disposed of in accordance with local and national regulations.

##### **Additional advice**

Inform the rescue service in case of entry into waterways, soil or drains.

## 7. HANDLING AND STORAGE

### Handling

The work place and work methods shall be organized in such a way that direct contact with the product is prevented or minimized. Danger for slipping. For personal protection see section 8.

### Storage

Keep containers tightly closed in a dry, cool and well-ventilated place. Avoid temperatures under 0°C. Hydrogen is released when product reacts with metals.

Avoid high temperatures. Avoid freezing.

Materials for packaging:

Suitable material: Bulk storage containers and ancillary fill and feed systems should be constructed out of appropriate materials such as polyethylene, polypropylene, rubber-lined steel and FRP designated as appropriate for use with this product. Storage tanks should be vented to scrubber or exterior atmosphere. Storage facilities should have secondary containment as required by law or regulation. Storage tanks, piping and offloading points should be labeled with appropriate signage to avoid accidents.

Some concentrations of this product will freeze or crystallize at low temperatures. Insulate and heat-trace storage tanks, pumps, pipes and ancillary equipment as necessary.

Materials to avoid:

Metals, Bases

Stainless steel, leather, non-acid proof metals (for example aluminium, copper and iron), Reaction with some metals may evolve flammable hydrogen gas.

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

### Exposure Limit Values

#### Iron trichloride

TWA = 1 mg/m<sup>3</sup>, Iron, : Upper Respiratory Tract & skin irritation, Iron salts, soluble

TWA = 1 mg/m<sup>3</sup>, Iron, : Occupational exposure limit is based on irritation effects and its adjustment to compensate for unusual work schedules is not required., Iron salts, soluble

STEL = 2 mg/m<sup>3</sup>, Iron, Iron salts - soluble

#### Hydrochloric acid

ceiling occupational exposure limit = 2 ppm = 3 mg/m<sup>3</sup>, : Occupational exposure limit is based on irritation effects and its adjustment to compensate for unusual work schedules is not required., Hydrogen chloride

C = 5 ppm = 7 mg/m<sup>3</sup>, (b): The value in mg/m<sup>3</sup> is approximate., hydrogen chloride

### Exposure controls

#### Occupational exposure controls

Handle in accordance with good industrial hygiene and safety practice.

Avoid contact with skin, eyes and clothing. Wash hands before breaks and at the end of workday.

Eye wash bottle or emergency eye-wash fountain must be found in the work place.

#### Respiratory protection

When there is potential for airborne exposures in excess of applicable limits, wear NIOSH/MSHA approved respiratory protection.

#### Hand protection

Chemical resistant gloves.

#### Eye protection

Tightly fitting safety goggles. Eye wash bottle with pure water

## 9. PHYSICAL AND CHEMICAL PROPERTIES

#### General Information (appearance, odour)

Physical state	liquid,
Colour	dark brown
Odour	slightly acidic

#### Important health safety and environmental information

pH	ca. 1
Boiling point/boiling range	105 - 110 °C
Flash point	not applicable, inorganic compound

#### Explosive properties:

Lower explosion limit

The product is not flammable.

Vapour pressure  
Density  
Water solubility

similar to water  
1.30 - 1.40 g/cm<sup>3</sup>  
(20 °C) completely soluble  
At dilution to less than 1% of FeCl<sub>3</sub>, precipitation of iron hydroxide occurs.

Partition coefficient: n-octanol/water

not applicable, inorganic compound

#### Viscosity:

Viscosity, dynamic

similar to water

Evaporation rate

similar to water

#### Other data

VOC Content:

:Not applicable

## 10. STABILITY AND REACTIVITY

#### Conditions to avoid

Avoid freezing. Avoid storage at high temperatures.

#### Materials to avoid

Metals, Bases

Stainless steel, leather, non-acid proof metals (for example aluminium, copper and iron), Reaction with some metals may evolve flammable hydrogen gas.



Hazardous reactions :

Bases cause exothermic reactions.

#### Hazardous decomposition products

Heating above the decomposition temperature can cause formation of hydrogen chloride.

## 11. TOXICOLOGICAL INFORMATION

### Acute toxicity

#### Iron trichloride:

LD50/Oral/rat: 220 mg/kg

Remarks: Calculated as Fe

LD50/Dermal/rat: > 2,564 mg/kg

Remarks: Read-across (Analogy), CAS-No., 7758-94-3

LD50/Dermal/rat: > 881 mg/kg

Remarks: Calculated as Fe

### Irritation and corrosion

Skin: Corrosive

Eyes: Corrosive

#### Iron trichloride:

Skin: rabbit/OECD Test Guideline 404: irritating

Remarks: Read-across (Analogy) CAS-No. 7758-94-3

Eyes: rabbit/OECD Test Guideline 405: Corrosive

Remarks: Read-across (Analogy) CAS-No. 7758-94-3

### Sensitization

Not sensitizing.

#### Iron trichloride:

According to experience sensitization is not expected.

### Long term toxicity

#### Iron trichloride:

Carcinogenicity

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Not believed to be a carcinogen.

#### Reproductive toxicity

Not believed to be toxic for reproduction.

#### Human experience: Inhalation

Symptoms: Inhalation may provoke the following symptoms:, cough and difficulties in breathing

#### Human experience: Skin contact

Symptoms: Skin contact may provoke the following symptoms:, irritation, burns

#### Human experience: Eye contact

Symptoms: Contact with eyes may provoke the following symptoms:, Contact with eyes causes a smarting pain and a flood of tears., Causes burns.

#### Human experience: Ingestion

Symptoms: Ingestion may provoke the following symptoms:, May cause irritation of the mucous membranes., burns in upper digestive organs

## 12. ECOLOGICAL INFORMATION

### Ecotoxicity effects

#### Aquatic toxicity

The product contains no substances classified as toxic to aquatic organisms. The compound is considered to have no long term effects in aquatic systems due to the rapid formation of insoluble hydroxides.

May lower the pH of water and thus be harmful to aquatic organisms.

#### Iron trichloride:

LC50/96 h/Lepomis macrochirus (Bluegill sunfish): 59 mg/l

Remarks: hydrated substance

NOEC/96 h/Lepomis macrochirus (Bluegill sunfish): > 1 mg/l

Remarks: hydrated substance

EC50/48 h/Daphnia magna (Water flea): 27 mg/l

NOEC/21 d/Daphnia magna (Water flea): > 1 mg/l

EC50/15 d/algae/rate of growth: 58 mg/l

Remarks: Test is not appropriate due to the flocculating characteristics of the product., The compound is considered to have no long term effects in aquatic systems due to the rapid formation of insoluble hydroxides.

### Toxicity to other organisms

#### Iron trichloride:

Remarks: no data available

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#### Mobility

Water solubility: completely soluble ( 20 °C)  
At dilution to less than 1% of FeCl<sub>3</sub>, precipitation of iron hydroxide occurs.

Iron trichloride:

#### Persistence and degradability

Biological degradability:

The methods for determining the biological degradability are not applicable to inorganic substances.

Chemical degradation:

Remarks: When reacting with water precipitates of iron hydroxides are formed., This mainly occurs at pH above 5.

Biological degradability:

Iron trichloride:

The methods for determining the biological degradability are not applicable to inorganic substances.

#### Bioaccumulative potential

Partition coefficient: n-octanol/water: not applicable, inorganic compound

Iron trichloride:

Partition coefficient: n-octanol/water: not applicable, inorganic compound

#### Other adverse effects

May lower the pH of water and thus be harmful to aquatic organisms.

### 13. DISPOSAL CONSIDERATIONS

Product	Must be disposed of in accordance with local and national regulations. EPA Hazardous Waste - D002
Contaminated packaging	Packages that cannot be cleaned must be disposed of the same way as the unused product.

### 14. TRANSPORT INFORMATION

14.1 UN number 2582

#### Land transport

DOT:  
Description of the goods: UN2582, Ferric chloride, solution  
Proper shipping name  
Class: 8  
Packaging group: III  
DOT-Labels 8  
Reportable quantity Ferric chloride

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**TDG:**  
**Description of the goods:** UN2582, Ferric chloride, solution  
**Proper shipping name**  
**Class:** 8  
**Packaging group:** III  
**TDG-Labels** 8  
**Reportable quantity** Ferric chloride

**Sea transport**  
**IMDG:**  
**Proper shipping name** UN2582, FERRIC CHLORIDE, SOLUTION  
**Class:** 8  
**Packaging group:** III  
**IMDG-Labels:** 8  
**Marine pollutant:** Not a Marine Pollutant

**Air transport**  
**ICAO/IATA:**  
**Proper shipping name** UN2582, FERRIC CHLORIDE, SOLUTION  
**Class:** 8  
**Packaging group:** III  
**ICAO-Labels:** 8

#### Special precautions for user

## 15. REGULATORY INFORMATION

#### SARA Title III Section 311 Categories

Immediate (Acute) Health Effects: Yes;  
Delayed (Chronic) Health Effects: No;  
Fire Hazard: No;  
Sudden Release Of Pressure Hazard: No;  
Reactivity Hazard: No;

#### SARA 313 - Specific Toxic Chemical Listings

Hydrochloric acid (7647-01-0)  
OSHA a. United States Occupational Safety and Health Administration substances, 29 CFR 1910.1000, Sub Part Z.

#### CERCLA Hazardous substance (Reportable Quantities)

Iron trichloride: 1,000 lb  
Hydrochloric acid: 5,000 lb

#### WHMIS Classification

E Corrosive Material

#### Canadian Ingredient Disclosure List

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#### Canadian Ingredient Disclosure List

Iron trichloride (7705-08-0)

#### California Proposition 65

Proposition 65 component ()

Remarks: This product contains (a) chemical(s) known to the State of California to cause cancer.  
Radionuclides Note: Ferric chloride contains Naturally Occurring Radioactive Materials (NORM) similar to normal background levels found in many materials including soils, wastewaters, and in oil and gas production. Like normal waters and wastewaters, ferric chloride contains trace but measurable levels of naturally occurring uranium, thorium and radium. These NORM materials can deposit and concentrate inside surfaces of piping, vessels (especially rubber lined vessels), pumps, and other water producing and processing equipment. NORM may also be present in water treatment sludges or ash.

#### Notification status

- :  
:
- : All components of this product are included in the United States TSCA Chemical Inventory or are not required to be listed on the United States TSCA Chemical Inventory.
- : All components of this product are included in the Canada Domestic Substance List (DSL) or are not required to be listed on the Canada Domestic Substance List (DSL).
- : All components of this product are included in the Australian Inventory of Chemical Substances (AICS) or are not required to be listed on the Australian Inventory of Chemical Substances (AICS).
- : All components of this product are included on the Chinese inventory or are not required to be listed on the Chinese inventory.
- : All components of this product are included in the Korean (ECL) inventory or are not required to be listed on the Korean (ECL) inventory.
- : All components of this product are included on the Philippine (PICCS) inventory or are not required to be listed on the Philippine (PICCS) inventory.
- : All components of this product are included on the Japanese (ENCS) inventory or are not required to be listed on the Japanese (ENCS) inventory.
- : All components of this product are included in the European Inventory of Existing Chemical Substances (EINECS) or are not required to be listed on EINECS.
- : All components of this product are included in the New Zealand

inventory (NZIoC) or are not required to be listed on the New Zealand inventory(NZIoC).

: This product's Taiwan Toxic Chemical Substances Control Act Inventory status has NOT been determined.

#### Miscellaneous Information

No restrictions identified other than those already covered in regulations.

## 16. OTHER INFORMATION

#### HMIS Rating

Health: 2  
Flammability: 0  
Reactivity: 1

#### NFPA Rating

Health: 2  
Fire: 0  
Reactivity: 1  
Special:

#### MSDS preparatory statement

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

#### Sources of key data used to compile the Safety Data Sheet

Regulations, databases, literature, own tests.

#### Additions, Deletions, Revisions

Relevant changes have been marked with vertical lines.