

INVITATION TO BID

 COPY

ITB No. 4375

WATER TREATMENT PLANT CHEMICAL BID
Sodium Hydroxide (NaOH)

PVS
\$484



Due Date: Thursday, April 30, 2015 at 2:00 p.m.

Issued By:

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

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ADVERTISEMENT
FOR THE
WATER TREATMENT CHEMICAL BID
SODIUM HYDROXIDE (NaOH)
ITB NO. 4375

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 Thursday, April 30, 2015 by 2:00 PM for the chemical Sodium Hydroxide (NaOH) for use by the City's Water Treatment System. Bids will be publically opened and read aloud at this time.

Sodium Hydroxide must be supplied to the City Water 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 or City of Ann Arbor Purchasing website: 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After the time of opening, no Bid may be withdrawn for a period of 60 days.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 27th DAY OF April, 2015

PVS Nolwood Chemicals, Inc.
Bidder's Name

10900 Harper Ave., Detroit, MI 48213
Official Address

313-921-1200
Telephone Number


Authorized Signature of Bidder

Milisav Bulatovic
(Print Name of Signer Above)

bids@pvschemicals.com
Email Address for Award Notice

Section 1
INSTRUCTIONS TO BIDDERS

General

The City is soliciting bids for Sodium Hydroxide (NaOH). 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 Larry Sanford, Assistant Manager, Water Treatment Unit at LSanford@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 Larry Sanford, Asst. Mgr, Water Treatment Services Unit at LSanford@a2gov.org.

Bid Process and HR Compliance questions emailed to Mark Berryman, Purchasing Manager at 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 and/or City of Ann Arbor web site 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 Thursday, April 30, 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. 4375 – Water Treatment Chemical – Sodium Hydroxide.**

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
c/o Customer Service, 1st 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 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
SODIUM HYDROXIDE**

This specification pertains to sodium hydroxide (NaOH) for use in the treatment of municipal water supplies. Chemicals supplied under this specification must meet or exceed the requirements of ANSI/AWWA B501-93 and NSF/ANSI Standard 60.

PART 1: General Information

Part 1.1 Definitions

The following definitions shall apply in this specification:

Manufacturer: *Any party that produces Sodium hydroxide (caustic soda) as covered by this specification.*

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

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

Part 1.2 Affidavit of Compliance

The purchaser requires an affidavit from the manufacturer or vendor that the sodium hydroxide furnished under the purchaser's orders conforms to NSF/ANSI Standard 60 and meets or exceeds the specifications of this standard.

Part 1.3 Rejection

Notice of Nonconformance. If the sodium hydroxide does not meet the requirements of this standard, a notice of nonconformance shall be provided by the purchaser to the vendor within 10 working days of receipt of the shipment at its point of destination. The results of the purchaser's test shall prevail unless the vendor notifies the purchaser within five working days of receipt of the notice of nonconformance that a retest is desired. On receipt of the request for a retest, the purchaser shall forward to the vendor one of the sealed samples taken in accordance to section 4.1 of this standard. In the event that the retest results do not agree with the test results of the purchaser, the other sealed sample shall be forwarded to a referee laboratory agreed upon by both parties for analysis. The results of the referee laboratory's analysis shall be considered final. If the shipment is found to be in compliance with this standard, then the cost of the referee laboratory shall be assumed by the purchaser. If the shipment is found not to meet the

specifications of this standard, the cost of the referee laboratory shall be assumed by the vendor.

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

PART 2: Specifications

Part 2.1 Description

50% Sodium hydroxide solution is normally a clear and colorless liquid but may sometimes be slightly colored and turbid. It is a caustic liquid and is neither combustible nor explosive. However, caustic soda can react violently or explosively with many organic chemicals. This solution begins to crystallize at 12°C. Considerable heat is generated when water is added to caustic soda which may result in boiling and splattering of hot caustic solution.

Part 2.2 Physical Requirements

Sodium hydroxide is a compound that is commonly produced in the electrolytic manufacture of chlorine. In the anhydrous form, it is white to slightly off white, opaque or translucent solid that rapidly absorbs moisture from the atmosphere. Liquid sodium hydroxide is a solution of anhydrous sodium hydroxide and water.

Part 2.3 Chemical Requirements

Liquid sodium hydroxide supplied under this specification shall contain approximately 50 percent sodium hydroxide (NaOH).

Part 2.4 Impurities

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

The sodium hydroxide supplied under this specification shall be diaphragm or membrane grade.

This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.

The manufacturer or supplier shall furnish a certificate of analysis that includes but is

not limited to the following parameters: sodium hydroxide, sodium oxide, sodium chloride, sodium carbonate, sodium chlorate, sodium sulfate, aluminum, silicon, calcium, magnesium, iron, manganese, lead, mercury, arsenic, potassium, bromide, bromate.

PART 3: Delivery

Part 3.1 Marking

Each shipment of material shall carry with it some means of identification. Accompanying each shipment shall be documentation showing the net weight, the name of the manufacturer, the brand name (if any) and other information as required by applicable laws and regulations.

Part 3.2 Shipping

Liquid sodium hydroxide shall be delivered in properly cleaned self-unloading tank trucks. All bulk loads shall be accompanied by certified weight tickets. Size of load shall meet load limit restrictions. Plant facilities include two 3250 gallon fiberglass reinforced plastic tanks with two inch fill lines.

PART 4: Verification

Part 4.1 Sampling

Samples shall be taken at the point of destination, in accordance with AWWA B501-93, section 5.1, unless the shipment is accompanied by a certified analysis from the manufacturer or vendor.

Part 4.2 Testing

All testing shall be done in accordance to the most current and applicable AWWA standard for sodium hydroxide (eg. B501-93 Section 5.3-5.5). The following is a partial list of chemical and physical characteristics that may be tested:

- 1. Alkali (Na_2O).**
- 2. Hydroxide.**
- 3. Sodium Carbonate**

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

\$2,000,000 Property Damage Liability, or both combined
\$1,000,000 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.

SODIUM HYDROXIDE 50% BULK	\$	<u>484.00</u>	<u>DRY</u>	TON
FREIGHT	\$	<u>0.00</u>		TON
TOTAL DELIVERED COST	\$	<u>484.00</u>	<u>DRY</u>	TON

INVOICE TERMS: Discount of 0 % or \$ 0.00 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.

Sodium Hydroxide shall be supplied to the City of Ann Arbor Water 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:

45,000 pounds Minimum Bulk Load

QUANTITY: The annual quantity is approximately **362 tons**. 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.

MONITORING: The successful Provider may provide a telemetry device(s) for tank monitoring that provides data to the Provider on tank level, so that ordering product is unnecessary and resupply is managed by the supplier according to the needs of the Water Treatment Plant. This device (these devices) will be at no cost to the City of Ann Arbor.

