



February 15, 2016

## REQUEST FOR PROPOSAL

### NOTICE TO BIDDERS

Sealed proposals will be received by the Board of Water and Light (BWL) up to **2:00 P.M., local time, Thursday, 02/25/16**, for furnishing:

#### Mid-Michigan Bulk Water Chemicals Consortium

Proposals must be in full accordance with the enclosed Specification.

Proposals may be submitted via hard copy or electronic format. If submitting hard copy proposals, please submit two (2) signed BWL Proposal Form(s) with attachments and supplemental information to the **Board of Water and Light, Attn: Cathy Davila, Purchasing and Warehousing Department, 1232 Haco Dr, Lansing, Michigan 48910**. Do not include copies of the other BWL RFP documents in your proposal package. The proposal package shall be marked on the outside of the cover with:

- (a) The Bidder's name;
- (b) The title of the Specification;
- (c) Attention: Rachelle Hall, Board of Water and Light;

Electronic copies shall be in a non-protected, Adobe pdf format and e-mailed to [sealedbids@lbwl.com](mailto:sealedbids@lbwl.com). For ease of identification, enter "**(your company name) Chemical Consortium Bid**" in the subject line of your e-mail proposal. You will receive an automatic reply to your submittal which confirms the BWL has received your emailed message.

The BWL reserves the right to reject any or all proposals, waive irregularities or technicalities in any proposal, and accept any proposal in whole or in part, which in the opinion of the BWL, is in its best interest. The BWL does not limit the methods or factors to be used for evaluation.

Questions regarding this RFP will be accepted through **Thursday, 02/18/2016**. Responses to these questions will be issued to all bidders via addenda to this RFP (reference Article 6 in the enclosed Instruction to Bidders). Direct all questions concerning this Request for Proposal via email to **Cathy Davila** at [crd2@lbwl.com](mailto:crd2@lbwl.com).

Sincerely,

BOARD OF WATER AND LIGHT

Cathy Davila  
Purchasing & Warehousing Department  
(517) 702-6288  
(517) 702-6042 Fax  
[crd2@lbwl.com](mailto:crd2@lbwl.com)



**INSTRUCTIONS TO BIDDERS  
MID-MICHIGAN BULK WATER CHEMICAL CONSORTIUM**

**1. THE REQUEST FOR PROPOSAL CONSISTS OF THE FOLLOWING:**

- (a) Notice to Bidders;
- (b) Instructions to Bidders;
- (c) Addenda, if issued;
- (d) General Requirements for Chemicals;
- (e) Proposal Form;
- (f) Sworn and Notarized Affidavit of Compliance - Iran Economic Sanctions Act;
- (g) Scope of Work / Specifications

**2. PROPOSAL SECURITY**

N/A

**3. GENERAL REQUIREMENTS**

BIDDER shall submit their proposal based upon the attached General Requirements. BIDDER may request clarifications or tender exceptions to the General Requirements. Exceptions to the General Requirements shall be noted on the Proposal Form in the space provided.

**4. BIDDER'S RESPONSIBILITY**

It shall be the BIDDER'S responsibility to be familiar with the Proposal Documents and with the BWL, scope of work, and conditions that are likely to be encountered. BIDDER shall visit the site and specific areas on the site wherein the Work will be performed.

Any failure by the successful BIDDER to familiarize itself with conditions likely to be encountered, to acquaint itself with the available information, or to attend any meeting of BIDDERS shall not relieve the BIDDER from responsibility for providing the specified equipment, materials, and service. A failure to comply with this requirement does not constitute grounds for extra compensation over the pricing stated in the BIDDER'S proposal.

BIDDER shall be prepared to make a presentation at the BWL's request on its proposal and to answer questions.

**5. AVAILABILITY OF LABOR AND MATERIALS**

The BWL will not furnish any labor, facilities, services, utilities, materials, equipment or supplies unless specifically stated in the Proposal Documents.

BIDDER shall assess and determine the availability of necessary labor and the prevailing wages applicable to that workforce. In addition, BIDDER shall assess and determine the availability of materials and equipment necessary to fulfill the contract in a complete and timely manner. The BWL will not honor any claim for additional cost premised on the unavailability of materials or equipment, shortage of labor, or unexpected wage rates.

**6. ADDENDA**

The BWL will clarify any questions or correct the Request for Proposal by the issuance of an Addendum to all BIDDERS.

Each BIDDER shall acknowledge receipt of each Addendum by filling in the blank space provided on the Proposal Form.

**7. DRAWINGS**

N/A

**8. PREPARATION OF PROPOSAL FORM**

The Proposal Form is included in the Proposal Documents. BIDDER shall prepare proposals and submit them as stated in the Notice to Bidders.

Proposals must be prepared in full accordance with the Proposal Documents. The proposal price(s) stated on the Proposal Form must include all cost provisions of the complete Scope of Work. If the BIDDER chooses to submit an alternate or take an exception to any provision contained in the Proposal Documents, the alternate or exception must be specifically stated in BIDDER'S proposal, must reference the objectionable article of the Proposal Documents, and must propose alternate language or alternate Work. Any exception to the Proposal Documents, including any exception to the Supplemental Requirements or General Requirements must be raised in BIDDER'S proposal, or it will not be considered. Once a purchase order has been issued, and the Acknowledgement returned, a binding contract exists between the parties and further negotiation of terms is not permitted.

Proposals received after the time and date for receipt of proposals will not be accepted. The BIDDER is responsible for timely delivery of the Proposal at the designated location and time for receipt of Proposals.

**The Proposal must be signed with the full name and address of the BIDDER. Proposals received without signature will not be accepted.** If the BIDDER is a co-partnership, the firm name and signature of all parties are required. If the BIDDER is a corporation, full corporate name, signature of authorized official is required. BIDDER shall certify that the person who signs the proposal is empowered to do so by the corporation. Such certificate shall be up-to-date and current at time of the Proposal Form submittal.

A proposal may not be modified, withdrawn or canceled unilaterally by the BIDDER for a period of sixty (60) days following the time and date designated for the receipt of Proposals, and BIDDER so agrees in submitting the Proposal. A proposal submission is a confirmation by the BIDDER that it is prepared to commence and complete the various stages of the Work as described in the Proposal Documents.

Expenses for developing and presenting proposals shall be the responsibility of the BIDDER. It is the BIDDER'S responsibility to ensure that no conflict of interest or other ethical concern precludes the BWL from considering BIDDER'S proposal.

## **9. SUBSTITUTION**

Under certain circumstances, the Proposal Documents may permit substitution of products. Those areas where substitution is permitted will be designated with the qualifying phrase or equal as may be approved by the BWL REPRESENTATIVE. If BIDDER would like to substitute a product, BIDDER must make a proposal including the products specified in the Proposal Documents AND an alternate proposal including the proposed substitution, specifically referencing any price change based on the substitution.

BIDDER'S proposal shall contain data to substantiate that the substitution is, in fact, equal to the products specified. Substantiating data may consist of drawings or other documents necessary or helpful to indicate any modifications resulting from use of proposed substitutions. BIDDER bears the burden of proving that the proposed substitutions meet the quality standards established in the Proposal Documents.

If BIDDER is eventually awarded a Purchase Order, the Purchase Order will indicate whether the substitution was acceptable or whether the original product must be used.

The acceptance of a substitution does not alleviate BIDDER of any contractual responsibility.

## **10. BONDS**

N/A

## **11. INSURANCE**

The certificates of insurance required by the Contract Documents must also accompany the Acknowledgment of Award. All these documents should be directed to the attention of the BWL Buyer listed on the Notice to Bidders with a copy to the person designated as "BWL REPRESENTATIVE.". The purchase order number must be indicated on the Acknowledgement, bonds, and certificates of insurance.

## **12. EVALUATION OF PROPOSALS**

All proposals will be sealed until the time designated on the Notice to Bidders. At the opening, the names of all BIDDERS will be made public.

To evaluate the proposals, the BWL will consider such factors as responsiveness of proposal, price, time of completion, exceptions to the Proposal Documents, financial stability, recent and past experience and similar factors in determining which proposal it deems to be in its best interest. The BWL does not herein limit the

methods or factors to be used for evaluation. The intent of the evaluation process is to choose the best-evaluated proposal.

The BWL reserves the right to enter into private negotiations with the selected BIDDER(S), for further scrutiny, even though these negotiations may result in changes to the BWL specifications or to the BIDDER(S) services, price quotations, etc.

The BWL may reject any Proposal, waive irregularities or technicalities in any Proposal, and accept any Proposal in whole or in part. The BWL may cancel, in whole or in part, the entire Request for Proposal at any time prior to full execution of a contract between both parties.

### **13. QUESTIONS, MEETING OF BIDDERS, AND ADDENDA**

In the beginning of the bid preparation period, the BWL REPRESENTATIVE may notify each BIDDER of a Meeting of BIDDERS to be held at a later date, usually during the second week of the proposal preparation time. If a meeting is held, BIDDERS are required to attend the meeting to present their questions about the Proposal Documents, to receive answers to questions, to receive copies of Addenda, to participate in open discussion of the Project, and to participate in the only conducted tour of the Site. The Notice of Meeting will give complete details about the meeting and instructions regarding preparation for the meeting

Changes, revisions, and corrections that may result from the discussions that occur during the Meeting of BIDDERS will be confirmed by the issuance of an Addendum. Suggestions of topics for the Meeting agenda should be directed to the person designated on the Notice to Bidders.

### **14. CONTRACT PRICE**

The contract price shall be equal to the proposal price adjusted to any price changes as agreed upon in writing by the BIDDER and the BWL.

The contract price may be modified via a change order upon mutual agreement of both parties.

### **15. EXECUTION OF ACKNOWLEDGMENT OF AWARD**

The successful BIDDER shall, within twenty-four hours after issuance of the Purchase Order, return the properly executed Acknowledgment of Award to the person designated on the Notice to Bidders. BIDDER shall certify that the person who signs the Acknowledgment is empowered to do so. Upon execution, an agreement will be deemed consummated and the documents, as specified in the list of RFP documents set forth in Section 1 herein, along with any mutually agreed written changes, shall constitute the full and binding agreement between the parties. If the properly executed Acknowledgement, along with any required bonds and insurance certificates, are not returned within five (5) calendar days, the BWL may deem the Purchase Order rejected and offer the Purchase Order to another BIDDER without penalty.

### **16. CONFIDENTIALITY**

All complete, in-process or conceptual work are the sole property of the BWL and may not be used without the consent of the BWL. Any product used, such as, drawings and specifications, photos, campaigns, drafts, etc. are the sole property of the BWL. All BWL information will be kept confidential at all times. The BIDDER shall not disclose to others, without the written consent of the BWL, any information concerning the service provided, the organization, its personnel, or its activities, which the BIDDER may obtain as a result of, or in connection with the performance of the services.

### **17. FREEDOM OF INFORMATION ACT (FOIA)**

The BWL is subject to the Freedom of Information Act (MCL §15.231 et seq.). The BWL may be required to make available certain information submitted with your bid or proposal available to the public if requested. This information may include comparative pricing and other data which the BIDDER may normally consider to be proprietary or confidential.

### **18. LOCAL PREFERENCE**

*Applies to bids of \$100,000 or greater only.*

Businesses with an office in the BWL service area shall be given the following advantage when the BWL receives a sealed proposal:

- (a) After the proposals are evaluated and the best-evaluated proposal is selected, the BWL shall determine whether the best-evaluated BIDDER is a Local business.

- (b) If a Local business was not selected as the best-evaluated BIDDER due entirely to its proposal price being higher than the price of the best-evaluated proposal, the BWL shall determine whether the best-evaluated Local business's proposal was within 5% of the proposal price of the best evaluated proposal. If so, this Local business shall then have the opportunity to reduce its price to match the price of the original best-evaluated BIDDER, and upon such agreement, shall be deemed the best-evaluated proposal.
- (c) If more than one Local business is within 5% of the price of the best-evaluated proposal and is otherwise equal to the best-evaluated proposal, and the Local business identified in (b) refuses to lower its proposal price, the same opportunity shall be afforded to the other qualifying Lansing-based businesses, in order of ascending price.

If no Lansing-based business agrees to the conditions described above, the contract shall be awarded to the person or business originally deemed the best-evaluated BIDDER.

#### **19. SAFETY**

Unless excepted in the Proposal, and accepted by the BWL, all BIDDERS will be required to comply with the BWL's Safety Manual. All BIDDERS should read and understand the BWL Safety Manual before submitting a Proposal. The BWL Safety Manual can be found on the BWL's website at [http://www.lbwl.com/uploadedFiles/MainSite/Content/Doing\\_Business/BWL\\_Safety\\_Manual.pdf](http://www.lbwl.com/uploadedFiles/MainSite/Content/Doing_Business/BWL_Safety_Manual.pdf).

**END OF INSTRUCTIONS TO BIDDERS**

## TERMS AND CONDITIONS FOR WATER CHEMICALS

General Requirements may be individually modified or superseded by PURCHASER Supplemental Requirements. In case of conflicts, the PURCHASER Supplemental Requirements shall govern.

### 1. DEFINITIONS

All terms and conditions of the Seller most recent Permit application shall remain in effect except as may be modified herein.

### 2. TERM

The following meanings are ascribed to the terms used in these General Requirements:

PURCHASER – means the City of Lansing, by its Board of Water and Light.

Consortium – means Mid-Michigan Drinking Water Consortium, consisting of the City of Lansing, by its Board of Water and Light, City of Jackson Water and Wastewater, City of Adrian, Ann Arbor Drinking Water Treatment Plant, East Lansing-Meridian Water and Sewer Authority, Delhi Charter Township, and Delta Township.

Contract Documents – means the PURCHASER's solicitation, including the invitation to bid or request for proposal or quotation, instructions to bidders/offerors, SELLER'S response to the solicitation, PURCHASER drawings, the specifications, any addenda or supplements including Change Orders, the purchase order, these General Requirements, and Supplemental Requirements.

SELLER– means the individual, partnership, corporation or other entity awarded a purchase order by the PURCHASER.

Day – means a calendar day.

Designated Representative – means the General Manager of the PURCHASER, or authorized designee. Designated Representative shall be the individual designated to receive submissions and notices from SELLER and to represent the PURCHASER in the performance of the Contract. Any interaction with another division of the PURCHASER shall be coordinated through the Designated Representative.

Participants – means entities part of Mid-Michigan Drinking Water Consortium.

Work – means the products and services to be furnished under the Contract Documents. Work includes and is the result of performing services, transporting chemicals, and furnishing chemicals.

### 3. TERMS

#### A. QUALITY

- (1) Chemicals shall meet all criteria identified in the Specifications.
- (2) The PURCHASER reserves the right to reject all chemicals that fail to meet those criteria.
- (3) Chemicals that fail to meet those criteria that have been delivered to the PURCHASER must be removed by the SELLER at SELLER's expense.

#### B. CHEMICALS FURNISHED BY SELLER

- (1) The SELLER shall arrange and pay all charges for the proper delivery, receipt, rigging, unloading, and storage of all chemicals requested by the PURCHASER. The place of delivery is the PURCHASER's place of business. The PURCHASER will provide an area for storage of the material at its delivery site. SELLER must supply a sufficient number of individuals to promptly unload and store chemicals. SELLER continues to bear all responsibility for care, custody, control and protection of the chemicals until the chemicals are properly stored. After storage, SELLER retains responsibility only for the quality of the chemicals.

- (2) The SELLER shall notify the PURCHASER's Representative when any material is ready for shipment. Before arranging for any shipment, SELLER must ensure that the delivery will not cause undue blocking at the delivery site.
- (3) SELLER shall supply the manufacturer's name and catalog number for each item, if applicable.
- (4) PURCHASER's Designated Representative must coordinate shipment to the site.
- (5) If requested by the PURCHASER's Designated Representative, SELLER shall furnish copies of bills of lading, shipping manifests, and other papers showing shipment of chemicals and/or reports of their receipt.
- (6) SELLER shall show the PURCHASER's purchase order number and release number on all shipments, packing lists, and invoices. Shipments may be refused without this information.
- (7) All chemicals shall be new and from a reputable manufacturer currently engaged in the production of like chemicals.

#### **4. PERMITS**

SELLER shall obtain all permits necessary to transport and deliver chemicals to the PURCHASER. The PURCHASER shall obtain any necessary permit to store the chemicals on its properties.

#### **5. PRICE**

All prices shall be a firm delivered price for the term of the contract, unless specified in SELLER's proposal or bid and accepted by the PURCHASER before award. Prices shall include any fuel surcharge.

The PURCHASER shall solely be financially responsible for such material it procures on its own behalf and through its own bilateral contracts under the proposal of this agreement. The LPURCHASER shall not in any shape or form be financially responsible for any procured material obtained from contracts by any other Participant(s) of Consortium.

#### **6. SAFETY**

- (1) SELLER shall proceed with the Work in a manner dictated by all applicable federal and state safety regulations, the PURCHASER Safety Manual, and safe practice, using chemicals, tools and rigging of a safe character. The current version of the PURCHASER's Safety Manual can be found at [http://www.lbwl.com/uploadedFiles/MainSite/Content/Doing\\_Business/BWL\\_Safety\\_Manual.pdf](http://www.lbwl.com/uploadedFiles/MainSite/Content/Doing_Business/BWL_Safety_Manual.pdf). SELLER shall strictly comply with these laws, rules and regulations including, but not limited to, OSHA and MIOSHA requirements, including without limitation MIOSHA "Right to Know" obligations, MCL 408.1001 et seq., and shall provide documented evidence of that compliance upon the Designated Representative's request.
- (2) SELLER shall provide and use all protective devices to permit safe working conditions for SELLER's employees and to prevent hazards to employees of other Seller, the PURCHASER and its employees, or the public.
- (3) While on PURCHASER property, SELLER'S personnel shall wear appropriate personal protection equipment.
- (4) If, in the PURCHASER's opinion, SELLER is not proceeding with its Work in a safe manner or in accordance with federal, state, or PURCHASER safety regulations, the PURCHASER may issue a Seller Safety Violation Notice or otherwise stop the Work and direct the SELLER to rectify the unsafe conditions immediately. If SELLER fails to promptly rectify the situation, the PURCHASER may proceed to rectify the unsafe conditions at SELLER'S expense. Compliance with this paragraph shall effect neither the Contract price nor the schedule. SELLER shall comply with all PURCHASERS, OSHA, and MIOSHA confined space requirements and procedures, including PURCHASER permitting requirements.

#### **7. INSURANCE**

- (1) At its own expense, SELLER shall acquire and continue in effect for the term of the Contract, insurance providing the following coverage(s):
  - (a) Commercial General Liability Insurance on an occurrence basis. This coverage shall include Personal Injury, Contractual Liability, and Products/Completed Operations insurance. The limit of liability shall be at least \$1,000,000 combined single limit for bodily injury and property damage. There shall be no exclusion for work within any distance of railroad property.
  - (b) Automobile liability insurance that complies with the requirements of the Michigan No-fault law with residual liability limit of at least \$1,000,000 combined single limit for bodily injury and property damage. There shall be coverage for owned, hired, and non-owned vehicles.
  - (c) Worker's compensation insurance as required by Michigan law.

- (2) SELLER shall purchase insurance from companies acceptable to the PURCHASER. Generally, a company rated A- or better by A.M. Best and domiciled in the United States will be acceptable to the PURCHASER. The A.M. Best website can be found at: <http://www.ambest.com/>.
- (3) Certificates of insurance shall state that they will not be canceled nor any changes made, which alters, restricts or reduces the insurance provided or changes the name of the insured, without first giving thirty (30) days' notice in writing to the Corporate Secretary, PURCHASER, 1232 Haco Dr., P.O. Box 13007, Lansing, Michigan 48901.

## **8. INDEMNITY**

SELLER shall, to the fullest extent allowed by law, defend, indemnify, and hold harmless the PURCHASER, the City of Lansing, their respective officers, agents, employees and insurers against any liability, loss, damage, demand, governmental action, citation, cause of action, or expense of whatever nature (including costs of defense, settlement, court costs and attorney's fees) which may result from any loss, injury, death, or damage (including environmental harm) allegedly sustained by any person, firm, corporation, or other entity, which arises out of or is caused by any act or omission of SELLER its officers, agents, or employees in connection with or in any way arising out of this Contract. SELLER's obligations under this paragraph shall survive the expiration or termination of this Contract.

## **9. REMEDIES**

If SELLER fails or refuses to substantially perform according to the terms of this Contract, SELLER shall be declared to be in default by the PURCHASER by a written notice and shall be given an opportunity to perform in accordance with the notice. If the default has not been corrected or begun to be corrected within the time specified in the notice, or the SELLER has ceased to pursue the correction with due diligence, the PURCHASER may elect to (a) "cover" by purchasing the chemicals from another responsible vendor at the lowest cost available to the PURCHASER, and passing any additional cost on to the SELLER, who must pay the additional costs within 30 days of invoice receipt; (b) terminate the agreement and seek damages, or (c) treat the agreement as continuing and require specific performance, or (d) avail itself of any other remedy at law or equity.

If the PURCHASER fails or refuses to substantially perform according to the terms of this Contract, the PURCHASER shall be declared to be in default by the SELLER by a written notice and shall be given an opportunity to perform in accordance with the notice. If the default has not been corrected or begun to be corrected within the time specified in the notice, or the PURCHASER has ceased to pursue the correction with due diligence, the SELLER may elect to (a) terminate the agreement and seek damages, or (b) treat the agreement as continuing and require specific performance, or (c) avail itself of any other remedy at law or equity.

## **10. PLANT PROTECTION AND SECURITY**

- (1) If the Work requires SELLER'S employees to enter a protected or policed area of the PURCHASER, including all utility operating areas, the SELLER shall arrange, in conjunction with PURCHASER security, for visible identification badges for all SELLER personnel employed on such Work. SELLER's trucks or common carriers entering PURCHASER property are subject to inspection.
- (2) SELLER, its employees, or suppliers, shall observe traffic rules, speed regulations, or other safety rules in the operation of its vehicles and equipment on PURCHASER property, as established by PURCHASER.
- (3) SELLER's employees shall comply with the PURCHASER's "Weapons in the Workplace" policy and "Prevention of Violence in the Workplace" policy.

## **11. TIME AND MANNER OF PERFORMANCE**

- (1) The PURCHASER's Designated Representative shall contact SELLER when a shipment of chemicals is needed. The SELLER shall deliver the chemicals within 21 days to the PURCHASER location identified by the PURCHASER's Designated Representative, unless a shorter time is specified in the bid/proposal documents. In some cases, a shipment may be split between two PURCHASER locations.
- (2) SELLER shall keep a sufficient quantity of chemicals on hand to meet the PURCHASER's demands, in accordance with the Specifications.
- (3) Any activities occurring on PURCHASER property shall be performed from 8 a.m. through 5 p.m., Monday through Friday, excluding PURCHASER holidays. If SELLER wishes to perform Work on PURCHASER property during other times, SELLER must receive express written permission from the Designated Representative.

## **12. REPORTING**



SELLER shall provide quarterly reports to the PURCHASER, including sales per month, order fulfillment percentage, backorder reports, on time delivery tracking, and other information requested by the PURCHASER.

### **13. DELAY**

- (1) Time is of the essence in the execution of the Work.
- (2) If SELLER fails to deliver the chemicals within 21 days after demand, or shorter time specified in the bid/proposal documents, and the delay is not caused by the PURCHASER or its agent, SELLER shall pay the PURCHASER's direct costs caused by the delay, including the need to "cover" by purchasing chemicals from another vendor, if applicable. The PURCHASER may elect to waive this penalty, in writing, by permitting a back-order of up to fourteen days past the expected delivery date.

### **13. GOVERNING LAW AND VENUE**

- (1) The Contract Documents shall be interpreted in accordance with the laws of the State of Michigan, without regard to conflict of laws provisions.
- (2) Venue shall be in Ingham County, Michigan.

### **14. FORCE MAJEURE**

Neither the PURCHASER nor SELLER shall be held responsible for any delay or default caused by fire, act of God, riot, terrorist act, other violent act, war, or flood where such cause was beyond the delaying or defaulting party's reasonable control. However, SELLER shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligation under this Contract. SELLER'S management of its plant operations and compliance with regulations, even if they impact SELLER'S ability to meet the contract requirements, do not constitute force majeure.

### **15. RIGHT TO AUDIT RECORDS**

The PURCHASER shall be entitled to audit the books and records of a SELLER or under any PURCHASER contract or subcontract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. The SELLER shall maintain such books and records for a period of three years from the date of final payment under the prime contract for a period of three years from the date of final payment under the subcontract.

### **16. NONDISCRIMINATION**

SELLER agrees 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 race, color, creed, religion, national origin, sex, disability, age, height, weight, veteran status, marital status, or any other reason prohibited by law. A breach of this covenant shall be considered a material breach of contract.

### **17. INDEPENDENT SELLER**

SELLER shall be, for all purposes, an independent SELLER and not an employee or agent of the PURCHASER. SELLER shall not hold itself out as an agent of the PURCHASER or the City of Lansing.

SELLER acknowledges that PARTICIPANTS are, for all purposes, independent SELLER(S) and not an employee or agent of the PURCHASER or the City of Lansing.

### **18. TERMINATION FOR CONVENIENCE**

The PURCHASER may also terminate this Contract for its own convenience upon thirty days written notice. If the PURCHASER terminates for convenience, however, it shall compensate SELLER for all Specification-conforming chemicals delivered to the PURCHASER.

### **19. CONTRACT**

The final versions of the Contract Documents, taken as a whole, constitute the sole and final agreement between the parties (Contract), which can only be modified by a written document properly executed by both parties.

## 20. LOADING/UNLOADING

Prior to offloading any chemical, the facility personnel shall:

- Verify the Bill of Lading for the correct chemical and correct PURCHASER delivery address.
- Assure that the material is being off loaded into the correct bulk tank.
- Determine the available tank volume is sufficient for the incoming delivery.
- Require that the driver remain in line of sight of the delivery hose and bulk tank connection at all times.
- Require that the driver have the appropriate facility personal protective equipment, including but not limited to hardhat, steel toed shoes, chemical safety goggles, etc.
- Require that the driver have appropriate spill response supplies and that any storm drains in the immediate area will be protected with appropriate "drain blocker" mats or plugs prior to starting the off loading process.

Immediately report to management any problems with driver actions, PURCHASER tank fill connections, fill valve containment, tank level indicators, secondary containment, or any other safety or environmental concern.

**SCOPE OF WORK**  
**Mid-Michigan Bulk Water Chemicals Consortium**

**1. GENERAL**

The Lansing Board of Water and Light (BWL) is soliciting proposals for a joint chemical contract. This contract is for one year, July 01, 2016 – June 30, 2017. The entities participating in this contract are as follows: BWL, City of Jackson, City of Ann Arbor, City of Lansing, City of Adrian, East Lansing – Meridian Water & Sewer Authority, City of East Lansing, and Delhi Township. All chemicals must conform to NSF standards for use in potable drinking water and meet all specifications listed in bid documents. Prices per ton of chemical are for delivery to any and all of the facilities listed in the proposal.

**2. BOARD OF WATER AND LIGHT BACKGROUND**

The Board of Water and Light was founded in 1885 and is the largest municipally owned electric utility in Michigan and among the 30 largest in the United States. An eight-member Board of Commissioners appointed by the mayor and confirmed by the Lansing City Council governs the BWL.

The Board employs approximately 700 bargaining and non-bargaining employees. The bargaining unit employees are represented by the International Brotherhood of Electrical workers (IBEW) local 352.

The Board owns and operates:

- (a) an electric system, which generates, purchases and distributes electric power and energy, and provides electric service to approximately 95,000 residential, commercial, and industrial customers in the greater Lansing, Michigan area;
- (b) water wells, a raw water transmission system, water conditioning facilities, and an extensive water distribution system serving potable water to approximately 55,000 residential, commercial, and industrial customers in the greater Lansing area;
- (c) steam generation boilers, a steam transmission and distribution system serving approximately 185 customers, and a chilled water facility and distribution piping system serving 16 customers in the city of Lansing.

The Board's total operating revenue for fiscal 2015 was \$353,485,509.

Additional BWL background and information may be viewed at [www.lbwl.com](http://www.lbwl.com).

**3. DELIVERY AND BILLING ADDRESSES**

The chemical is to be delivered and billed to the facilities and cities as listed below:

	<u>DELIVERY ADDRESS</u>	<u>BILLING ADDRESS</u>
LANSING BOARD OF WATER AND LIGHT	<p>Lansing Board of Water and Light Dye Water 148 S. Cedar St. Lansing, MI 48912-1139</p> <p>Deliveries: Mon-Fri 7:00 am – 2:00 pm. Call one hour in advance of delivery. P: 517-643-6621</p> <hr/> <p>Lansing Board of Water and Light Wise Rd. 5411 Wise Rd. Lansing, MI 48911-3409</p> <p>Deliveries: Mon-Fri 7:00 am – 12:00 pm. Call one hour in advance of delivery. P: 517-643-6621</p>	<p>Lansing Board of Water and Light Attn: Accounting Dept.- Accounts Payable PO Box 13007 Lansing, MI 48901 P: 517-702-6186 E: <a href="mailto:bwlinvoices@lbwl.com">bwlinvoices@lbwl.com</a></p>
CITY OF ANN ARBOR	<p>Ann Arbor Water Treatment Plant 919 Sunset Road Ann Arbor, MI 48103</p>	<p>City of Ann Arbor c/o Finance 301 East Huron St. PO Box 8647 Ann Arbor, MI 48107</p>
CITY OF JACKSON	<p>City of Jackson Water &amp; Wastewater Treatment Plants 740 East Mansion St. Jackson, MI 49203</p> <hr/> <p>Wastewater Treatment Plant 2995 Lansing Ave. Jackson, MI 49201</p>	<p>City of Jackson, Michigan 161 W. Michigan Avenue Jackson, Michigan 49201</p>
CITY OF LANSING	<p>City of Lansing – Public Service Waste Water Division 1625 Sunset Ave Lansing, MI 48917</p> <p>Deliveries: Mon.-Fri. 7:00 am – 2:00 pm. No weekends or holidays unless prearranged or emergency.</p>	<p>City of Lansing – Public Service Waste Water Division 1625 Sunset Ave Lansing, MI 48917</p>

CITY OF ADRIAN	Adrian Water Treatment 815 Bent Oak Ave. Adrian MI 49221	City of Adrian Utilities Attn: Accounting 135 E. Maumee St. Adrian, MI 49221
	1001 Oakwood Rd. Adrian, MI 49221	
EAST LANSING-MERIDIAN WATER & SEWER AUTHORITY	2470 Burcham Dr. East Lansing, MI 48823	East Lansing-Meridian Water & Sewer Authority 2470 Burcham Drive East Lansing, MI 48823
CITY OF EAST LANSING	Water Resource Recovery Facility 1700 Trowbridge Road East Lansing, MI 48823	Water Resource Recovery Facility 1700 Trowbridge Road East Lansing, MI 48823
	1200 Kalamazoo Street East Lansing, MI 48823	
DELHI CHARTER TOWNSHIP	1988 Waverly Rd. Dimondale, MI 48821	Delhi Charter Township Public Services Attn: POTW Division 5961 McCue Rd. Holt, MI 48842
	2870 Pinetree Rd. Lansing, MI 48911	
	5961 McCue Rd. Holt, MI 48842	

**4. ESTIMATED ANNUAL USAGES PER MUNICIPALITY**

<u>MUNICIPALITY</u>	<u>CHEMICAL</u>	<u>ESTIMATED YEARLY USAGE</u>	<u>MINIMUM DELIVERY</u>
LANSING BOARD OF WATER AND LIGHT	SODIUM HYPOCHLORITE	225,000 gallons	4000-4800 gallon shipments required
	HYDROFLUOSILIC ACID	90 tons	30,000 and 40,000 lbs. shipments
CITY OF JACKSON	SODIUM HYPOCHLORITE	73,000 gallons	6,000 gallons maximum
	HYDROFLUOSILIC ACID	52 tons	Self-unloading truck, 2,500 gallons required
CITY OF ANN ARBOR	SODIUM HYPOCHLORITE	60,000 gallons	Delivery is once per month
	HYDROFLUOSILIC ACID	68 tons	Delivery is 2-3 times per year
CITY OF LANSING	FERRIC CHLORIDE	468 dry tons	8,000 dry gallon shipments preferred

	SODIUM HYPOCHLORITE	80,000 gallons	4000-4800 gallon shipments required
CITY OF ADRIAN	SODIUM HYPOCHLORITE	45,000 gallons	4,500 gallons every two months
	FERRIC CHLORIDE	66,000 liquid gallons	6,000 liquid gallons every five weeks
EAST LANSING-MERIDIAN WATER & SEWER AUTHORITY	SODIUM HYPOCHLORITE	60,000 gallons	4,000 gallons per delivery, every 2-3 weeks
	HYDROFLUOSILIC ACID	10 tons	4,000 gallons per delivery, about one per year
	FERRIC CHLORIDE	27 liquid tons	3,000 liquid gallons per delivery, 4 per year.
CITY OF EAST LANSING	FERRIC CHLORIDE	170 dry tons	8,000 gallons every two weeks
	SODIUM HYPOCHLORITE	580 wet tons	4,5000 gallons every two weeks
DELHI CHARTER TOWNSHIP	SODIUM HYPOCHLORITE	32,000 lbs.	45,000 lbs. every 1.5 months
	FERRIC CHLORIDE	61 dry tons	9 dry tons every two months

## 5. CHEMICAL SPECIFICATIONS

NSF certification and MSDS shall accompany all orders and shipments. The Contractor/ Driver are responsible for appropriate hoses, adapters, and attachments to properly connect to unloading lines.

### Sodium Hypochlorite

- Shall meet NSF Standard 60 and AWWA B300.
- Sodium Hypochlorite to be between 12% and 17% by weight.

### Hydrofluosilic Acid

- Pricing is on an "as is" basis. Price shall stay the same regardless of the assay received.
- Must meet NSF Standard 60 and AWWA B703-00.
- Truck must be capable of maintaining 20 PSIG air pressure during unloading

### Ferric Chloride

- Dry
  - Actual delivered solution to be 38% ferric chloride
  - Propose per dry ton price

- Liquid Ton
  - Ferric chloride shall be furnished as liquid ferric chloride with a density of 11 to 12 pounds per gallon. The ferric chloride content will be between 38.5% and 45.0% by weight. Bids are to be submitted on a basis of 100% ferric chloride.

**PROPOSAL FORM**  
**Mid-Michigan Bulk Water Chemical Consortium**

**Note: This form may be completed using MS Word®**

**Provide the following business and contact information:**

Legal Name:		Federal ID or Social Security Number:
Address:		State of Incorporation
City:	State & Zip:	Primary E-Mail:
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> S-Corporation <input type="checkbox"/> Other (Explain)		
Office Phone:	Alternate Office Phone:	Office Fax:
Primary Contact:	Contact Phone:	Contact Fax:
Contact Mobile:	Contact E-Mail:	Website URL:

**Provide responses to the following questions:**

How many years has your firm been in business under the present ownership?	
Have you done business with the Board of Water and Light? If so, furnish specifics.	
Have you done business with the City of Lansing? If so, furnish specifics.	
Have you ever defaulted on a contract or been involved in litigation with the Board of Water and Light or the City of Lansing? If so, furnish specifics.	
Have you ever defaulted on a contract or been involved in litigation or pending litigation or claims with any other client in the past five years? If so, furnish specifics.	
List any relationships between your firm's staff and any current BWL employee.	
Specify your background, training, experience, credentials and other factors which qualify you to perform the work described in the Scope of Work included in this Request for Proposal.	
List at least three (3) references for similar work you have performed for other clients. Include Client name, contact name, title and phone number.	
List subcontractors that you plan to use on this project.	
<b>Indicate any exceptions to the enclosed General Requirements.</b>	
Include any additional information you may deem helpful in evaluating your proposal.	



**PROPOSAL FORM**  
**Mid-Michigan Bulk Water Chemical Consortium**

The undersigned Bidder hereby acknowledges receipt of the following addenda:

Addendum No.	Date	Enter addenda numbers and received dates if applicable

**Provide pricing:**

Activity	Unit Pricing
Sodium Hypochlorite  Chemical:  Demurrage:	  \$ _____ / ton  \$ _____ / hour *first 4 hours free
Hydrofluosilic Acid  Chemical in minimum 40,000 lbs. shipments:  Chemical in minimum 30,000 lbs. shipments:  Chemical split between Dye and Wise Plants minimum 40,000 lbs. shipments:  Demurrage:	  \$ _____ / ton  \$ _____ / ton  \$ _____ / ton  \$ _____ / hour *first 4 hours free
Ferric Chloride  Dry Chemical:  Liquid Chemical:  Demurrage:	  \$ _____ / ton  \$ _____ / ton  \$ _____ / hour *first 4 hours free

The undersigned Bidder states that this proposal is made in conformity with the Proposal Documents and agrees that, in the event of any discrepancies or differences between any conditions of their proposal and the Proposal Documents, the provisions of the latter shall prevail. No verbal or written agreements or understandings considered or entered into prior to signing of a contract in the form of a purchase order, shall be binding after the signing of the contract unless incorporated in the contract.

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons submitting proposals for the work.

Company Name:
Signature:
Name:
Title:
Date:

**END OF PROPOSAL FORM**

**SWORN AND NOTARIZED AFFIDAVIT OF COMPLIANCE**

**IRAN ECONOMIC SANCTIONS ACT**

**Michigan Public Act No. 517 of 2012**

All bidders must submit the following certification statement in compliance with Public Act No. 517 of 2012 (the "Iran Economic Sanctions Act") and attach this form to the bid. **The Lansing Board of Water & Light shall not accept any bid that does not include this sworn and notarized certification of statement.**

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the Bidder), pursuant to the compliance certification requirement provided in the Lansing Board of Water & Light Request for Proposal, hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, and that in the event the Bidder is awarded a contract as a result of the aforementioned Request for Proposal, the Bidder will not become an "Iran linked business" at any time during the course of performing the work or any services under the contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification is made, whichever is greater, the cost of the Lansing Board of Water & Light's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a Request for Proposal for three (3) years from the date it is determined that the person has submitted the false certification.

BIDDER

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_.

\_\_\_\_\_

, Notary Public

\_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_