



CITY OF DEXTER

INVITATION TO BID

BID TITLE:	WASTEWATER & WATER TREATMENT CHEMICALS
BID DUE DATE:	DUE – November 1, 2018 at 2 p.m. City Council Approval (Tentative) – November 12, 2018

ISSUING AGENCY INFORMATION

ISSUED BY: City of Dexter, 8140 Main Street, Dexter, MI 48130	ISSUE DATE: October 1, 2018
RETURN TO: City of Dexter City Manager Courtney Nicholls 8140 Main Street (mailing) 8123 Main Street (drop off) Dexter, MI 48130	Phone: (734) 426-8303 Fax: (734) 426-5614 Website: www.dextermi.gov

INSTRUCTIONS TO BIDDERS

COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."

**DIRECT TECHNICAL QUESTIONS TO – ANDREA DORNEY, CHIEF LAB TECH - (734) 426-4572
adorney@dextermi.gov**

Alternate Bids: Vendors may submit alternate bids (a bid on services other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate".

BIDDERS MUST COMPLETE THE FOLLOWING

PAYMENT TERMS: NET 30 DAYS	DELIVERY DATE:
BIDDER NAME/ADDRESS/CERTIFICATIONS:	AUTHORIZED BIDDER SIGNATORY (print and sign in ink):
BIDDER PHONE #:	BIDDER FAX #:
BIDDER EMAIL ADDRESS AND WEBSITE:	

IMPORTANT: SEE STANDARDS AND TERMS

**CITY OF DEXTER
STANDARD TERMS AND CONDITIONS**

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The City reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the City. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the City, or their authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the City's solicitation document and a vendor's response, the language contained in the City's original solicitation document will prevail.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the City of Dexter. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

E-MAIL/FACSIMILE RESPONSES: Not Accepted.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the City, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the City is allowed 30 days to pay such invoices.

TAX EXEMPTION: The City of Dexter is tax exempt (#38-6004671).

TERMINATION OF CONTRACT: Unless otherwise stated, the City may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the City of Dexter with proof of compliance with the Workers' Compensation Act while performing work for the City of Dexter. Neither the Contractor nor its employees are employees of the City. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the City, within 10 working days of the Notice of Award and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

INSURANCE REQUIREMENTS

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Dexter, Michigan.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the City, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall procure and maintain during the life of the contract, Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions, or equivalent; (e) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability: The Contractor shall procure and maintain during the life of the contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all vehicles, all non-owned vehicles, and all hired vehicles.

Pollution Liability: The Contractor shall procure and maintain during the life of this contract, a Pollution Liability Policy with limits of liability not less than \$3,000,000 per occurrence and aggregate, including but not limited to, the collection, transportation, storage, and removal of all hazardous waste.

Certificate of Insurance/Endorsements: Insurance must be placed with an insurer with a Best's rating of no less than A-. This insurance must be maintained for the duration of the contract. The City must receive all required certificates and endorsements within 10 days from the date of the Notice of Award before a contract will be issued. Work may not commence until a contract is in place. The Contractor must notify the City immediately, and no less than 30 days, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The City reserves the right to require complete copies of insurance policies at all times.

Proof of Insurance Coverage: The contractor shall provide the City of Dexter, Michigan, at the time contracts are returned for execution, certificates and policies listed below:

- A. Certificate of Insurance for Worker's Compensation Insurance;
- B. Certificate of Insurance for Commercial Liability Insurance;
- C. Certificate of Insurance for Automobile Liability Insurance;
- D. Original Policy, or Original Binder pending insurance policy, or Owner's & Contractor's Protective Liability Insurance;
- E. If so requested, certified copies of all policies mentioned above will be furnished.

Hold Harmless: (Page HHA-1) of this contract shall be executed by the contractor and submitted no later than 10 days following the Notice of Award and acceptance of the contract.

CHEMICAL DELIVERY

Location:

Chemicals to be delivered to three (3) locations: Wastewater Treatment Plant (8360 Huron), Water Treatment Plant (3620 Central), 5th Wellhouse (2150 North Parker)

Activity:

Delivery of any of the following chemicals over a three year period starting February 1, 2019, unless otherwise agreed upon that pricing shall begin sooner.

Bleach – Range 12.5%-15.5% (12.5% is minimum accepted at WWTP)
Approx. usage – 6,000 gallons per year
Current delivery – 330 gallons pumped on site and 30 gallon carboys

Sodium Bisulfate – average 38% - 42%
Approx. usage – 3,600 gallons per year
Current delivery – 330 gallons pumped on site

Ferric Chloride – average 37% - 42%
Approx. usage – 12,000 gallons per year
Current delivery – 4,000 gal tanker pumped to 6,000 gal storage tank
Alternate delivery option - multiple 275 to 330 gal totes delivered to WWTP

Aquamag - 70% polyphosphate / 30% orthophosphate blend
Approx. usage – 500 gallons per year
Current delivery – 30 gallon carboys

Orthophosphate - 100%
Approx. usage - 200 gallons per year
Current delivery - 275 gallons pumped on site

Hydrofluosilicic acid – 23%F
Approx. usage – 150 gallons per year
Current delivery – 15 gallon carboys

Bleach is used at the Wastewater Treatment Plant, Water Treatment Plant and the 5th Wellhouse. Sodium Bisulfate and Ferric Chloride are used at the Wastewater Treatment Plant. Aquamag polyphosphate is used at the 5th Well. Orthophosphate is used at the Water Treatment Plant. Hydrofluosilicic acid is used at the Water Treatment Plant and at the 5th Well.

Additional Bid Information:

- The work shall begin on February 1, 2019 following award by City Council approval, unless otherwise agreed upon that delivery and bid pricing shall begin sooner.
- The City of Dexter reserves the right to award a single contract or multiple contracts to different bidders for the various chemicals.
- Bidders shall itemize any required deposit, surcharges, or delivery fees. Any surcharges or fees not detailed in the bid will not be paid.
- Delivery schedule shall be coordinated between the City and the approved vendor(s). The Water Treatment Plant and the 5th Well are unmanned sites, so deliveries must be scheduled in advance so access can be provided.

Contractor Requirements:

Contractors bidding must be qualified to complete the work as proposed.

COMPANY NAME:

PLEASE PROVIDE THE COMPANIES/SUPERVISORS QUALIFICATIONS AND EXPERIENCE PERFORMING SUCH WORK, MUNICIPAL REFERENCES ARE REQUIRED.

LIST BID CONTINGENCIES/CONDITIONS/DEVIATIONS

BID PRICE PER GALLON:

	Year 1	Year 2	Year 3
Bleach			
Sodium Bisulfate			
Ferric Chloride (bulk)			
Ferric Chloride (330 gal. totes) - Alternate			
Aquamag Polyphosphate			
Orthophosphate			
Hydrofluosilicic acid			

START DATE: 02/01/2019 **END DATE 02/01/2022**

TERMS:

BID MUST BE FIRM IN ACCORDANCE WITH PLANNED SCHEDULE **F.O.B. CITY OF DEXTER**

HOLD HARMLESS AGREEMENT

"To the fullest extent permitted by law, _____, agrees to defend, pay in behalf of, indemnify, and hold harmless the City of Dexter, its elected and appointed officials, employees and volunteers and others working for or in behalf of the City of Dexter, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Dexter, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Dexter, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract."

Signature

Date