

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6411

WATER TREATMENT CHEMICALS

AND SERVICES

FOR

WASHTENAW COUNTY

Prepared By:

Washtenaw County Purchasing
Administration Building
220 N. Main B-35
Ann Arbor, MI 48107

Crystal A. Wake, C.P.M., CPPB
Senior Buyer
(734) 222-6760





WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL #6411

June 30, 2008

Washtenaw County Purchasing Division on behalf of the Support Services – Facilities Management Division is issuing a Request for Proposal (RFP) #6411 for Water Treatment Chemicals and Services for various Washtenaw County buildings.

Sealed Proposals: Vendor will deliver one (1) original and two (2) copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI 48104**

BY 10:00 AM ON THURSDAY, JULY 24, 2008

A **Walk-Thru** will be held on **TUESDAY JULY 8, 2008 at 10:00am**. Meet at the Washtenaw County Purchasing Division, 220 N Main Street, Rm. B-35 Ann Arbor. A Sign-In Sheet, Schedule and Route of the site visits will be available.

THIS IS A NON-MANDATORY WALK-THRU

Proposals received after the above-cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- The envelope must be clearly marked "**SEALED RFP #6411**"
- Please direct purchasing and procedural questions regarding this RFP to Crystal A. Wake at (734) 222-6760 or wakec@ewashtenaw.org
- Technical questions may be directed to Bill Goebel at (734) 973-4609 or Tammy Richards at 734-222-6568 or richardt@ewashtenaw.org

Thank you for your interest.

RFP #6411 WATER TREATMENT CHEMICALS AND SERVICES

I. PROPOSAL

Definitions: “County” is Washtenaw County in Michigan.

“Bidder” an individual or business submitting a bid to Washtenaw County.

Purpose of Proposal:

Washtenaw County is accepting proposals for water treatment chemicals, site testing and program evaluation with full backup by certified laboratory analysis for the various buildings in Washtenaw County.

II. PROPOSAL TERMS

- A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County’s specifications and needs.
- B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
- C. The price quotations stated in the bidder’s proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed-to date of Bid.
- D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. A deadline for submission of the RFP’s maybe adjusted to allow for revisions. The **entire** proposal document with any amendments should be returned in **triplicate**. To be considered, an original proposal and two copies must be at the County Purchasing Division on or before the date and time specified.

RFP #6411 WATER TREATMENT CHEMICALS AND SERVICES

- F. Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

III. PROPOSAL SPECIFICATIONS

The proposal shall include **all** of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

- A. State the vendor's qualifications to provide the services required by Washtenaw County. Include years in business, staff profile and experience. .
(Attach as Addenda A)
- B. List three references from current corporate or government customers purchasing similar services. Include business name, contact name and phone number.
(Attach as Addenda B)
- C. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contain in Section IV.
(Attach as Addenda C)
- D. Attach a copy of certifications or licenses that your company may have acquired relative to the performance or provision of services requested.
(Attach as Addenda D)

IV. CONTRACT PROVISIONS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Director of Support Services Technology & Operations and/or his designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

RFP #6411 WATER TREATMENT CHEMICALS AND SERVICES

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.

RFP #6411 WATER TREATMENT CHEMICALS AND SERVICES

3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII – PREVAILING WAGE

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project.

RFP #6411 WATER TREATMENT CHEMICALS AND SERVICES

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV – CRIMINAL BACKGROUND CHECK

The Contractor will be responsible for payment of security screening as determined by the County. Any employee of the vendor will be subject to an approved criminal background check before entering County facilities, if applicable.

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

RFP #6411 WATER TREATMENT CHEMICALS AND SERVICES

V. GENERAL SPECIFICATIONS AND SCOPE OF WORK

The failure or omission to receive and examine any documents, forms, instruments, addendum or other information, or to visit the site and acquaint oneself with conditions existing there shall in no way relieve any individual or organization from any obligation with respect to the proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

The contractor awarded a contract for products and services shall provide:

- A. MSDS sheets according to all local, State and Federal Regulations.
- B. Ensure that all products are marked with MSDS information.
- C. Provide a 24-hour emergency hot line number available to County staff.
- D. On-site operational instructional update(s) presented to Washtenaw County staff twice a year, Spring and Fall. Period(s) will focus on preparation of boilers, and preparation of cooling systems procedure for heating and cooling for approximately 10 staff people. As the County transitions from the heating to cooling season or vice versa, the vendor trainings and/or refresher trainings may be required.
- E. Each quarter a tech will pull water samples and run tests, make changes or recommendations on improving treatment. Also look at the County's daily test reports on water consumption.
- F. The following are the sites that, at a minimum, will be inspected quarterly or monthly at the discretion of the County. NOTE: *Monthly inspections required.

Zone 1

- *County Courthouse, 101 E. Huron Street, Ann Arbor
- County Administration Building, 220 N. Main Street, Ann Arbor
- County Annex Building, 200 N. Main Street, Ann Arbor
- Chelsea District Court, 122 S. Main Street, Chelsea
- Western County Services Center, 705 N. Zeeb Road

Zone 2

- *Washtenaw County Law Enforcement Center, 2201 Hogback, Ann Arbor
- Juvenile Center, 2270 Platt Road, Ann Arbor
- O'Brien Center, 2260 Platt Road, Ann Arbor
- Washtenaw County Safe House, 4100 Clark Road, Ann Arbor

Zone 3

- Ypsilanti Human Service Center, 555 Towner, Ypsilanti
- Family Independence Agency, 22 Center Street, Ypsilanti

RFP #6411 WATER TREATMENT CHEMICALS AND SERVICES

- G. Furnish all necessary testing kits and apparatus needed to show County employees to ensure adequate chemical in all hot water, steam, chilled, and closed loop water systems.
- H. Furnish owner all product data sheets for all chemicals, reagents, test kits, etc used by owner.
- I. The County reserves the right to add or delete from the list of sites as needed and to adjust quantities and/or products as needed.

VI. TERMS AND CONDITIONS

Award:

Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price (See: "Low Bidder" following), quality of service, the Vendors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that Vendor whose proposal is deemed to best meet the County's specifications and needs.

Low Bidder:

A low bidder will be determined by the overall lowest prices.

Term of Bid:

The Bid is for a two (2) year period.

NO PRICE INCREASES ARE ALLOWED DURING THE FIRST YEAR. For price increases to be considered, information justifying the price increase must be submitted to the Purchasing Division at least **thirty (30) days** prior to the increase taking effect. This information will be submitted to the Facilities Department and the Purchasing Division for approval. The Purchasing Division and/or Facilities Management Department will monitor the prices.

RFP #6411 WATER TREATMENT CHEMICALS AND SERVICES

VII. BID SHEET

Vendor is requested to submit a proposal to provide services as they relate to providing water treatment chemicals and services.

PRICES SHOULD INCLUDE ANY SHIPPING OR FREIGHT CHARGES.

COOLING

| Product | HydroChem's Stock # | Bidder's Stock # | Price/Gallon |
|----------------------|---------------------|------------------|--------------|
| Anti-Scale/Inhibitor | CW9305 | | \$ |
| Mud Dispersant | PL3310 | | \$ |
| Winter-Lay Up | TLU-NC | | \$ |
| Liquid MicroBiocide | CMB2301 | | \$ |
| Liquid MicroBiocide | CMB360 | | \$ |
| | | | |
| | | | |

CLOSED LOOPS, HEATING AND COOLING:

| Product | HydroChem's Stock # | Bidder's Stock # | Price/Gallon |
|---------------------|---------------------|------------------|--------------|
| Corrosion Inhibitor | CS5326 | | \$ |
| | | | |
| | | | |

STEAM BOILERS:

| Product | HydroChem's Stock # | Bidder's Stock # | Price/Gallon |
|-----------------------|---------------------|------------------|--------------|
| Anti-Scale | BWZ2372 | | \$ |
| Oxygen Scavenger | LOX2351 | | \$ |
| Return line treatment | RLT4320 | | \$ |
| | | | |
| | | | |

Charges for Monthly Service according to specifications: \$ _____

(Above Amount Written Out.)

Describe any other services provided and all relative pricing on a separate sheet.

RFP #6411 WATER TREATMENT CHEMICALS AND SERVICES

SIGNATURE PAGE

| | |
|---------------------------|---|
| _____ Signature | _____ Company Name |
| _____ Print Name | _____ Company Address |
| _____ Title | _____ City St. Zip |
| _____ Telephone # | _____ Fax # |
| _____ Email Address | _____ Purchase Order Email Address |
| _____ Federal Tax ID # | |

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.