



Carrie Eklund  
Central Services Manager  
Finance Department

**INVITATION TO BID  
WATER TREATMENT CHEMICALS  
BID NO.: 312-W-029**

3/9/12

Name of Bidding Firm: \_\_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Bid Opening Time and Date 11:00 a.m., Local Time, Wednesday, April 4, 2012**

*Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.*

Bid Deposit/Bid Bond: NO  
Prevailing Wage NO  
Performance Bond: NO

**PLEASE MARK THE RETURN SEALED ENVELOPE:**

1. Bid Opening Date and Time
2. Title of Job
3. Bid Number

**RETURN BIDS TO:**

City of Rockford  
Central Services Manager  
425 East State Street, 4<sup>th</sup> Floor  
Rockford, Illinois 61104  
Telephone: (815) 987-5560

***BIDS SUBMITTED BY FASCSIMILE OR E-MAIL WILL NOT BE ACCEPTED***

**BID RESULTS:**

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174, or at [www.rockfordil.gov](http://www.rockfordil.gov)

## CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.
2. Total versus “Per Item” Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
6. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Rockford with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms, for which the City may bar the vendor from bidding for a period of up to three years.
7. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.
8. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
9. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

10. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

11. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

12. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

13. Performance Bond. When required by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

14. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

15. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

16. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford

Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

17. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list for a period of up to three years.

18. 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 ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.

19. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

20. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

21. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

22. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

23. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

24. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating

sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

25. **Prevailing Wage.** When indicated on the cover page of this document, this contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. It is the awarded vendor’s responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

26. **Certified Payroll.** All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to [certified.payroll@rockfordil.gov](mailto:certified.payroll@rockfordil.gov).

27. **Substance Abuse Prevention.** When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

28. **Apprenticeship Requirement.** For construction contracts over \$50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor’s (or his subcontractor’s) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

29. **Indemnification.** To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the awarded vendor’s performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker’s Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

30. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

31. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

32. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

33. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

**BID REQUIREMENTS FOR  
EQUAL EMPLOYMENT OPPORTUNITY**

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.
3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.  
*Note: The number of employees must be entered under each category (no check marks)*

Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:

Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.

Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.

American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, **must provide expiration date entered in the place provided therefore.**
5. Certificate of Non-Barred Bidding
6. All executed Subcontractor/Leased Operator and Supplier forms.

**If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.**

***ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, AND 5, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.***

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or [ron.moore@rockfordil.gov](mailto:ron.moore@rockfordil.gov)

**EQUAL EMPLOYMENT OPPORTUNITY**  
**AFFIRMATIVE ACTION PLAN**  
**STATEMENT OF POLICY**

It is the policy of this company, \_\_\_\_\_  
to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, \_\_\_\_\_ % of our work force are minorities and \_\_\_\_\_ % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

\_\_\_\_\_ is the official who will be responsible for implementing this policy statement.

\_\_\_\_\_ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents.

In addition, \_\_\_\_\_ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

## **STATEMENT OF NONCOMPLIANCE**

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

## **CERTIFICATION OF NON-SEGREGATED FACILITIES**

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.



**CERTIFICATE OF NON-BARRED BIDDING**

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

Authorized Signature

Title

Firm

Our firm is a:

Minority Business Enterprise \_\_\_\_\_

Women Business Enterprise \_\_\_\_\_

Neither \_\_\_\_\_

City-Certified? Yes \_\_\_ No \_\_\_

City Certified? Yes \_\_\_ No \_\_\_

(Revised 12/21/09)

**Water Treatment Chemicals**  
**Bid No.: 312-W-029**

**1.0 Special Provisions**

- 1.1 The contract period for each item or for any awarded combination of items shall be from date of award until April 30, 2013. Each bidder shall guarantee bid prices are firm for the contract period. Upon mutual agreement between the City and the successful bidder or bidders, contracts may be extended for three 1-year terms, provided such agreement is arrived at in writing and signed by both parties at least 30 days prior to the expiration of said contract, and provided further that the prices and all conditions in said contract shall remain unchanged during the additional years of extension. Extensions shall be on any contract the City deems most advantageous.
- 1.2 The quantities given for each item are based on the analysis of recent experience and projected for the next period. The City of Rockford makes no guarantee that the estimated quantities will be purchased or that additional quantities of the specified items will not be needed during the contract period. Shipments are authorized by issuance of a Purchase Order only. No other shipments shall be made or accepted.
- 1.3 Bidders shall enter all unit prices, make the extensions, and enter totals for all items on which he makes a bid. Failure to do so may disqualify a bid.
- 1.4 Reference made in the Specifications to published standards shall refer to the editions or revisions in effect on the date of the Specifications except that when such standard includes in its designation an edition or revision number the edition or revision cited shall govern.
- 1.5 All of the information and data requested on the Bid Form or in the Specifications must be included with the bid. Failure to provide any requested information or data may be cause for rejection of the bid as incomplete.
- 1.6 Changes in discounting arrangements or any other factors involving relationships of the bidder with his suppliers during the contract period are not the concern of the City and shall not affect the above provisions in any way.
- 1.7 These Special Provisions are considered an integral part of the Specifications and, as such, are to be considered part of any proposal.

**2.0 General**

- 2.1 Purpose. The purpose of these specifications is to protect the health, safety, and well-being of the citizens of the City of Rockford by ensuring that the chemicals used in treating the potable water supply are of the highest quality commercially available.
- 2.2 Chemical Grades. All chemicals supplied for use in treatment of the potable water supply shall meet NSF Standard #60. Bidders submitting bids on Manganese Sulfate and Sodium Permanganate must be NSF certified for both product. If the product is repackaged, bidder must be certified as a re-packer of that product. Failure to comply with this standard or provide proof of compliance shall result in the rejection of bid. The bidder shall provide, for each chemical, certification of full compliance with these specifications with the bid response.

- 2.3 Ordering and Delivery. All orders will be confirmed by telephone or fax on the last work day of the week. Delivery will be within 4 weekdays. If in any given week, the bidder cannot make the delivery schedule, they will notify the Water Division by phone at 815/987-5712 or fax at 815/987-5606 to explain the delay and give a new estimated delivery time.
- 2.4 Clean Up. Bidder is responsible for cleaning up any spills or leaks directly caused by bidder. This includes any product spilled during delivery or pick up and leakage due to defective containers. The bidder is also responsible for replacing at no charge, any products destroyed in the above cases.
- 2.5 Containers. Bidder shall place all full containers in the designated storage areas and retrieve all empty containers from the designated empty container areas. This includes the use of safety chains on all chlorine cylinders, which are provided in each well site.
- 2.6 Delivery Notification. The delivery driver will call the Water Operations Center at 815/987-5712 at the start of their deliveries and at the end of their deliveries for the day. The driver will give the Operations Center the sites they are delivering to and in what order.
- 2.7 Site Delivery. Delivery shall be made to each of the City's well sites. Storage capacity in the well houses is limited. The City expects the bidder to make regular periodic deliveries to ensure an adequate supply of chemicals at each well at all times. No loading docks are provided at the well houses. The bidder shall be responsible for furnishing his own equipment to safely load and unload all containers.
- 2.8 HMO Deliveries. The five facilities implementing radium removal will also require the delivery of chemicals needed to provide a 1 percent solution by weight of Hydrous Manganese Oxides (as MnO<sub>2</sub>). HMO deliveries will be made in bulk and delivered directly to the City's bulk tanks until time when City implements process described in 2.11 at which time the process described below shall be used. City of Rockford Water Division staff will be on site for all HMO deliveries, so prior notification to Ocean Remote with a delivery schedule is critical. Delivery shall be made between the hours of 7:00 am and 1:30 pm.
- 2.9 HMO Process Change. The City intends to modify the HMO delivery process over the coming year. This new process will involve the blending of the NaMnO<sub>4</sub> and the MnSO<sub>4</sub> on site at the time of delivery. . The final concentration of the HMO mixture after delivery shall be 10%. The bidder shall provide a written standard operating procedure for this delivery process along with the bid. City reserves the right to request data demonstrating the final concentration as manganese to be 10% in the blended product. Bids submitted without this documentation may be disqualified.
- 2.10 Delivery Damage. After delivery, the bidder is responsible for securing all doors or gates behind them. The bidder is also responsible for all damage done to City property while deliveries are being made. This includes but is not limited to doors, overhangs, lawns, etc. The driver will report the damage to his/her supervisor immediately. It is the supervisor's responsibility to call Ashley Bernard at 815/987-5714 to report the damage. The bidder must then contact a responsible contractor and repair the damage within 5 working days. Upon completion of the repairs, the supervisor will contact Ashley Bernard again to inform him that repairs have been made. The City reserves the right to inspect the repairs and accept or reject them. If rejected, the bidder will have 5 more working days to comply with said repairs.
- 2.11 Contract Start. The bidder agrees that, if awarded the contract, deliveries will begin within 5 working days after such award. Thereafter, orders will be delivered within **4 weekdays** of the order being placed.
- 2.12 Receipts. Delivery receipts will be left clipped to the clipboard provided in each chemical room. Receipts will include the City's purchase order number.

- 2.13 Deposits. The City of Rockford will not pay a deposit on any cylinders or drums. It is the bidder's responsibility to track containers. All containers will be returned to bidder at the end of the contract. The City assumes no responsibility for unaccountable containers. Any cylinder/drum which fails to meet the standards of the chlorine institute and/or the interstate commerce commission, whichever is more restrictive, will be returned to the bidder. The bidder shall credit the City for all cylinder/drums returned, including all chemical charges.
- 2.14 Container Removal. Upon termination of this contract, the bidder is required to remove all empty containers from each delivery site. The City will contact the bidder when containers are ready to be picked up. The bidder will then have 30 calendar days to remove those designated containers. Failure to comply may result in the bidder being removed from the bid list or being charged a storage fee. This fee will be \$1.00 per day per container with a maximum per day of \$100.00.
- 2.15 Key Deposit. A \$125.00 deposit to the City of Rockford Water Division will be required per set of keys issued to bidder. The deposit will be refunded at the end of the contract.
- 2.16 Contact Personnel. Bidder will supply the City with contact person and list of delivery personnel and phone/cell phone number. Delivery personnel will have two forms of photo identification, i.e., driver license, company ID, and cell phone on their person. If a change should occur phone/fax the changes.
- 2.17 Contract Termination. Failure to meet any of the above rules and conditions may result in termination of the contract.
- 2.18 Contact. All questions regarding these specifications are to be directed to Anne Wilkerson, Financial Analyst at (815) 987-5741 or [anne.wilkerson@rockfordil.gov](mailto:anne.wilkerson@rockfordil.gov).

### 3.0 Liquefied Chlorine Gas

- 3.1 Standards. Liquefied chlorine gas shall fully comply with NSF Standard #60, with the standards of the Chlorine Institute, and with these specifications.
- 3.2 Type. This specification covers liquefied dry chlorine gas, as defined by the Chlorine Institute Chlorine Manual, of suitable purity for use in disinfecting potable water supplies.
- 3.3 Container. Chlorine shall be supplied in standard 150 pound capacity chlorine cylinders, fitted with Chlorine Institute standard cylinder valves. Valves should be clean, corrosion free, and easily operable. New lead gaskets will be provided with each new cylinder.

### 4.0 Fluosilicic Acid

- 4.1 Standards. Fluosilicic (Hydrofluosilicic) Acid shall fully comply with NSF Standard #60 and with these Specifications.
- 4.2 Coverage. These specifications cover aqueous solutions of Fluosilicic Acid ( $H_2SiF_6$ ) used for adjustment of the fluoride ion concentration in potable water.
- 4.3 Concentration. Fluosilicic acid shall be supplied as a 23 to 27 percent solution containing 18.2 to 21.4 percent available fluoride ion by weight.
- 4.4 Physical Properties. Fluosilicic acid shall comply with the following physical standards:

Density	10.0 to 10.4 lb/gal.
Color	Colorless to light straw
Turbidity	None
Suspended Matter	None

4.5 Chemical Purity. Impurities in fluosilicic acid shall not exceed the following concentrations:

Iron as Fe	0.005 mg/l
Heavy metals as Pb	0.001 mg/l
Arsenic as As	0.001 mg/l
Antimony Sb	0.001 mg/l
Free Silica as SiO <sub>2</sub>	1.0 mg/l
Iodine as I	None
Organic Matter as C	None

In addition to the above standards, fluosilicic acid shall contain no substances for which the Illinois Pollution Control Board has established limits in potable water, in concentrations exceeding the limits established for potable water. That is, the fluosilicic acid solution shall meet the same standards for chemical quality as potable water.

4.6 Certified Analysis. The bidder shall provide a certified chemical analysis of a fluosilicic acid sample taken from the production facility from which he proposes to supply the City of Rockford.

4.7 Shipping Containers. Fluosilicic acid shipping containers shall be clean, non-leaking, plastic fifty-five (55) U.S. gallon capacity drums. The containers shall be sealed when delivered and shall be resealable to prevent release of corrosive gases into the well house. Failure to ship in fifty-five (55) gallon containers may be cause for disqualification of a bid. Empty drums shall be disposed of by the vendor and the City will inform the vendor of the quantity required when placing each weekly order.

4.8 Evaluation. Bids will be evaluated on the basis of the cost to treat 22.8 MGD with an applied fluoride dose of 0.8 mg/l, based on the following formulae:

$$\text{Pounds/day} = \frac{(8.34) \times (\text{flow}) \times (0.8 \text{ mg/l})}{(\text{available fluoride}) \times (\text{purity})}$$

*Where flow = 22.8 MGD*

*Available fluoride = 0.792 (based on H<sub>2</sub>SiF<sub>6</sub>)*

*Purity = purity of product*

$$\frac{\text{pounds}}{\text{year}} = \frac{\text{pounds}}{\text{day}} \times \frac{365 \text{ days}}{\text{year}}$$

$$\frac{\text{cost of chemical}}{\text{year}} = \frac{\text{lbs}}{\text{year}} \times \frac{\text{cost}}{\text{lb}}$$

## 5.0 HMO Treatment Chemicals

### 5.1 Manganese Sulfate Solution

5.1.1 Standards. Manganese Sulfate Solution shall fully comply with NSF Standard #60, and with these specifications.

- 5.1.2 Type. This specification covers Manganese Sulfate Solutions for preparation of hydrated manganese oxides for use in the removal of radium in potable water systems.
- 5.1.3 Concentration. The Manganese Sulfate Solution shall contain a 30 percent (+/-1.5 percent) manganese sulfate by weight.
- 5.1.4 Container. Manganese Sulfate Solution shall be delivered in properly cleaned bulk delivery tank trucks or from bulk containers. Bulk deliveries shall be made directly to the City's 470 gallon tanks located at each facility. Typical delivery volumes per site are anticipated to be on the order of 300 to 400 gallons per site. No bulk containers shall remain on site.
- 5.1.5 Treatment Plan Change. The City intends to modify the treatment process to require onsite blending of the HMO components as described in section 2.11. Delivery of chemical for this method would result in approximately 130 gallons per site.

5.2 Sodium Permanganate Solution

- 5.2.1 Standards. Sodium permanganate solution shall fully comply with NSF Standard #60, AWWA B603, and with these Specifications.
- 5.2.2 Coverage. This specification covers sodium permanganate solutions for preparation of hydrated manganese oxides for use in the removal of radium in potable water systems.
- 5.2.3 Concentration. Sodium permanganate solution shall be supplied as a solution containing approximately 20 percent (+/- 1.5 percent) sodium permanganate by weight.
- 5.2.4 Container. Sodium permanganate solution shall be delivered in properly cleaned bulk delivery tank trucks or from bulk containers. Bulk delivery shall be made directly to the City's 470 gallon tanks located at each facility. Typical delivery volumes per site are anticipated to be on the order of 300 to 400 gallons per site. No bulk containers shall remain on site.
- 5.2.5 Treatment Plan Change. The City intends to modify the treatment process to require the onsite blending of the HMO components as described in section 2.11. Delivery of chemical for this method would result in approximately 130 gallons per site.

5.3 Formulation and Evaluation

Bids will be evaluated on the basis of the cost to treat 10.0 MGD with an applied HMO dose of 1.0 mg/l as manganese, based on the following formulae:

5.3.1 Manganese Sulfate Dose (lb/day):

$$10 \text{ MGD} \times 1.0 \text{ ppm Mn} \times 8.344 \text{ lb/gal} \times \frac{1.041 \text{ g MnSO}_4}{0.632 \text{ g Mn}} = \frac{137.45 \text{ lb MnSO}_4}{\text{day}}$$

5.3.2 Sodium Permanganate Dose (lb/day):

$$10 \text{ MGD} \times 1.0 \text{ ppm Mn} \times 8.344 \text{ lb/gal} \times \frac{0.653 \text{ g NaMnO}_4}{0.632 \text{ g Mn}} = \frac{86.22 \text{ lb NaMnO}_4}{\text{day}}$$

5.3.3 Solution required per chemical general formulae:

$$\frac{\text{lbs of solution}}{\text{day}} = \frac{\text{dose (lbs/day)}}{\% \text{ chemical}}$$

Where:

*% chemical = minimum % by weight active chemical in solution (0.00 to 1.00) for the specific chemical as listed in the bid.*

*Dose = as listed in calculations in paragraphs 5.3.1 through 5.3.2 for the specific chemicals.*

5.3.4 Total Annual Cost per chemical general formula:

$$\frac{\text{cost of chemical}}{\text{year}} = \frac{\text{lbs of solution}}{\text{day}} \times 365 \text{ days} \times \frac{\text{cost}}{\text{lb}}$$

Where:

cost  
**lb** = price per pound of solution included in bid.

Water Treatment Chemicals  
 BID No.: 312-W-029

The undersigned hereby proposes to supply the following per the above Specifications as follows:

**LIQUIFIED CHLORINE GAS**

<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>
200,000 lbs	\$	\$

**FLUOSILICIC ACID**

<i>Guaranteed minimum H<sub>2</sub>SiF<sub>6</sub> concentration*</i>	<i>Price/pound of Solution</i>	<i>Total</i>
	\$	\$

\*in pounds per pound of solution

**Unit cost if awarded both chlorine and fluosilicic acid:**

Chlorine      \$ \_\_\_\_\_                      Fluosilicic Acid      \$ \_\_\_\_\_

**MANGANESE SULFATE**

<i>Guaranteed minimum Manganese Sulfate concentration*</i>	<i>Specific Gravity of Solution</i>	<i>Price/pound of solution</i>	<i>Total per 5.3.4</i>
		\$	\$

\*in pounds per pound (% chemical) of solution

Total Annual Manganese Sulfate cost per Section 5.3.4 using on site blending process (approximately 130 gallons per site)      \$ \_\_\_\_\_

**SODIUM PERMANGANATE**

<i>Guaranteed minimum Sodium Permanganate concentration*</i>	<i>Specific Gravity of Solution</i>	<i>Price/pound of solution</i>	<i>Total per 5.3.4</i>
		\$	\$

\*in pounds per pound (% chemical) of solution

Total Annual Sodium Permanganate cost per Section 5.3.4 using on site blending process (approximately 130 gallons per site)      \$ \_\_\_\_\_

\_\_\_\_\_  
 Person, Firm or Corporation

\_\_\_\_\_  
 Authorized Signature and Title