	AGEND	A IT	EM EXECUTIVE SUMMARY	Agen	da Item number:	5.d
ST. CHARLES Title:			commendation to Award the Bid for Water and astewater Treatment Chemicals to Viking Chemical for a vo Year Period Beginning May 1, 2017 through April 30, 19.			
	Presenter:	Tim	Wilson			
Meeting: Government	nent Services	Com	Date: May 22, 20	017		
Proposed Cost: \$69	9,144		Budgeted Amount: \$110,000		Not Budgeted:	
<b>Executive Summa</b>	<b>ry</b> (if not $\overline{buo}$	dgete	d please explain):			
The City received four bids for treatment chemicals on May 11. Viking Chemical was the low unit cost vendor. The bid awarded was based on the City's annual average chemical usage for all of our general treatment chemicals that are used in both Water and Waste Water. The reason for unit cost bidding is the City's treatment chemical usage will vary as much as 10% annually due to weather conditions.  Bid proposals also included an option for a second year contract. The option will be exercised at the sole discretion of the City and approval of the fiscal budget. The second year award will increase by \$355,600. The increase is due to the new Phosphorus Treatment Requirements whereby the EPA mandates that the City is required to have a back-up chemical called Ferric Chloride for Phosphorus removal.						

#### **Attachments** (please list):

\* Bid Tabulation \* Viking Chemical Bid

### **Recommendation/Suggested Action** (briefly explain):

Recommendation to Award Water and wastewater treatment chemicals to Viking Chemical for a one year period beginning May 1, 2017 through April 30, 2018, and to authorize staff exercise the optional second year period beginning May1, 2018 through April 30, 2019 based on 2018-2019 budget approval and contractor performance.

# Bid Tab for Environmental Services Treatment Chemicals Bid Opening- 5/11/2018 2:00pm

#### Bidders -

Year 1 –	· 5/1/2017 – 4	1/30/2018
----------	----------------	-----------

Viking	Chemical	Company
--------	----------	---------

Hawkins I	nc.

### Water Solutions Unlimited Inc.

### Shannon Chemical Corporation

Chemical	Annual Average	Unit C	ost	<b>Product Total</b>
Chlorine Gas	32,000	0.315	/lb.	10,080.00
Hydrofluosilicic Acid	23,000	0.26	/lb.	5,980.00
Sodium Hypochlorite	15,000	0.92	/gal.	13,800.00
Liquid Sodium Permanganate	32,000	0.89	/lb.	28,480.00
Liquid Manganese Sulfate	23,000	0.45	/lb.	10,350.00
Ferric Chloride				
Sulfur Dioxide	300	1.1	/lb.	330.00
Aqua Hawk 375 or Equal	40	3.1	/gal.	124.00
Year 1 - Total				\$ 69,144.00

Unit C	Cost	Product Total				
0.41	/lb.	13,120.00				
0.42	/lb.	9,660.00				
1.14	/gal.	17,100.00				
0.8	/lb.	25,600.00				
0.45	/lb.	10,350.00				
0.785	/lb.	235.50				
9.67	/gal.	386.80				
		\$ 76,452.30				

Unit Co	ost	<b>Product Total</b>
0.64	/lb.	20,480.00
0.33	/lb.	7,590.00
1.45	/gal.	21,750.00
1.05	/lb.	33,600.00
1.2	/lb.	27,600.00
0.9	/lb.	270.00
40	/gal.	1,600.00
		\$ 112,890.00

	Unit Cos	<b>Product Total</b>				
	NB	/lb.	_	•		
	0.447	/lb.	10,281.00	)		
	NB	/gal.	-			
	0.974	/lb.	31,168.00	)		
	NB	/lb.	-			
	NB	/lb.	-			
	NB	/gal.	-			
			<b>\$ 41,449.0</b> 0	)		
_			1 . 511	_		

Incomplete Bid

Year  $2 - \frac{5}{1} \cdot \frac{2018 - \frac{4}{30}}{2019}$ 

### **Viking Chemical Company**

#### Hawkins Inc.

### Water Solutions Unlimited Inc.

#### **Shannon Chemical Corporation**

Chemical	Annual Average	Unit C	ost	<b>Product Total</b>
Chlorine Gas	32,000	0.315	/lb.	10,080.00
Hydrofluosilicic Acid	23,000	0.26	/lb.	5,980.00
Sodium Hypochlorite	15,000	0.92	/gal.	13,800.00
Liquid Sodium Permanganate	32,000	0.89	/lb.	28,480.00
Liquid Manganese Sulfate	23,000	0.45	/lb.	10,350.00
Ferric Chloride	280,000	1.27	/gal.	355,600.00
Sulfur Dioxide	300	1.1	/lb.	330.00
Aqua Hawk 375 or Equal	40	3.1	/gal.	124.00
Year 2 - Total				\$ 424,744.00

Unit C	Cost	Product Total
0.425	/lb.	13,600.00
0.435	/lb.	10,005.00
1.16	/gal.	17,400.00
0.8	/lb.	25,600.00
0.45	/lb.	10,350.00
1.24	/gal.	347,200.00
0.785	/lb.	235.50
9.67	/gal.	386.80
		\$ 424,777.30

300
320
200
560
290
0
276
540
00

Unit Cos	<b>Product Total</b>	
NB	/lb.	0
0.447	/lb.	10281
NB	/gal.	0
0.974	/lb.	31168
NB	/lb.	0
NB	/gal.	0
NB	/lb.	0
NB	/gal.	0
		\$ 41,449.00
	· ·	1 1 51

Incomplete Bid

Incomplete Bid

Viking Chemical



# **Environmental Services Treatment Chemicals**

**April, 2017** 

# **INVITATION TO BID**

### AND

# **SPECIFICATIONS**

**FOR** 

The state of	ivices freati	nent Chemicals	(Delivered)	

CITY OF ST. CHARLES
ILLINOIS
2017

SPECIFICATION #170511

BID OPENING: May 11, 2017

#### **CONTENTS**

SECTION	TITLE
L	NOTICE TO BIDDERS
11.	INFORMATION TO BIDDERS (INCLUDING CITY CERTIFICATE OF INSURANCE REQUIREMENTS)
III.	SPECIFICATIONS, & PROPOSAL FORMS

SPECIFICATION #170511

BID OPENING: May 11, 2017

#### SECTION I

#### NOTICE TO BIDDERS

Sealed bids will be received at the Office of the Inventory Control & Purchasing Manager, Two East Main Street, St. Charles, Illinois **no later than** 2:00 p.m., Thursday, May 11, 2017, for 2017-19 Environmental Services Treatment Chemicals (Delivered).

Bids will be opened publicly and read aloud in the Council Chambers at 2:00 p.m., Thursday, May 11, 2017.

Bids are available via the City Website. Alternatively, specifications and bidder information may be obtained at the <u>Office of the Purchasing & Inventory Control Division</u>

<u>Manager</u>, City of St. Charles, 200 Devereaux Way, St. Charles, Illinois.

All sealed envelopes must be <u>clearly marked</u> for which proposal they pertain to.

CITY OF ST. CHARLES

Michael W. Shortall

Inventory Control & Purchasing Manager

MWS:cjb

Bid information/2017-9 Delvry EnvrnmntlServcs Treatment Chemicals Bid

# SECTION II INFORMATION TO BIDDERS

#### 1. **GENERAL CONDITIONS:**

- A. Bids shall be submitted in a sealed envelope, inserted in a larger sealed envelope. Both envelopes shall be clearly marked with the word "Bid," and the name of the project or subject of the bid. (Sec. 2.33.200A of the St. Charles Municipal Code). The outer envelope shall be addressed "Purchasing Manager, City of St. Charles, Two East Main Street, St. Charles, IL 60174 and include the Bid Project Name." Include a return address on both envelopes. Bids received after the specified time and date will be returned unopened. Bids shall be on City of St. Charles bid form and shall be returned attached to the original specification sheets. Copies are not acceptable. All bids submitted are binding for sixty (60) calendar days following the date of the bid opening.
- B. All bid proposals must be signed with the firm name and by an authorized officer or employee of the company. One bid per bidder is allowed.
- C. The award of bids shall be made, after determination of the successful bidder by the City Council, by issuance of a City purchase order from the City of St. Charles Purchasing Manager and/or the Purchasing Manager's designee to the successful bidder.
- D. The City of St. Charles reserves the right to waive minor specification deviations and reject any or all bids, and to accept the bid, which is in the opinion of the City Council, the lowest conforming bid from a responsible bidder as defined by state law and Sec. 2.33.230 of the St. Charles Municipal Code.
- E. All bids must be quoted on the basis of delivery to the City's Inventory and Purchasing Division, 200 Devereaux Way in St. Charles, IL. The price shall be stated in units and bids made on each item separately. In case of conflict, the unit price shall govern. The City reserves the right to award the bid in aggregate or on individual items.
- F. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder.
- G. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder. The City of St. Charles is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax.

The Illinois Department of Revenue tax exempt form can be obtained through the City of St. Charles Office of Purchasing.

The winning bidder will be required to complete the requested information included on this form. It is the purpose of this document to allow the winning bidder to purchase items for the bid project, tax free. It is the intent that the contractor will include the savings into the bid or quote.

Contractors will be responsible for utilizing this tax exempt form in a legal and responsible way. The contractor must sign a certification that the tax exempt form will be solely used for the purpose stated above. Abuse of the City's tax exempt status to avoid sales tax liability on other contractor purchases shall not be tolerated and may disqualify the contractor from being awarded future City contracts or business.

- H. Disregard, as delivery method is in Specification. If applicable, material is to be delivered on a flatbed trailer and ready to be unloaded from the side of the trailer without driving a forklift onto the trailer. Advance notice of 48 hours is required by calling 630-377-4421. Deliveries can be made to the City between the hours of 7:00 a.m. noon and 12:30 p.m. 3:30 p.m.
- I. Each bidder shall make an accurate statement in the proposal of the smallest number of calendar days in which delivery can be made after placement of the order.
- J. Any firm bidding this/these unit(s) must have a full service shop which includes parts and service mechanics capable of making any adjustments or repairs as may be required. The firm must also have service truck capabilities.
- K. Materials will be paid within 30 days of receipt/acceptance of same and receipt of invoice, or if a discount is allowed and is advantageous to the City, within five (5) days of receipt/acceptance of same and receipt of the invoice. Bids will be evaluated on both thirty (30) day and discount pricing.

invoice. Dido will be evaluated on bear thinly (be)		with both thinty (ob) day and diododin prioring.
	REQUIRED	NOT REQUIRED_X
L.	Travel time (incl. on-site repair within the labor or service warra	rs and/or pick up and delivery) <u>is</u> included nty.
	REQUIRED	NOT REQUIRED_X

#### 2. MATERIALS:

Only new, unused, first quality material and/or equipment shall be offered by the bidder.

#### 3. BID RESULTS:

Bid results will be available on the City's website, <a href="www.stcharlesil.gov">www.stcharlesil.gov</a>, once they are tabulated or approved. In the alternative, the bidder may supply a self-addressed, stamped envelope for obtaining bid results. <a href="Model">NO</a> bid results will be given by telephone.

#### 4. ADDENDUM

Any interpretation of the specifications or other changes will be made available on the City's web page under the "Bid & Proposals" page. It is the responsibility of the bidder to check periodically with the web page on updates and addendums.

#### 5. BID DEPOSIT

A 10% bid deposit (certified check, cashier's check, or bank draft) or bid bond is required to accompany this bid. Failure to do so will eliminate the bid.

REQUIRED	NOT REQUIRED X
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#### 6. PERFORMANCE & PAYMENT BONDS

A performance bond in the amount of 100% of the bid submitted **is** required within ten (10) calendar days of acceptance of the bidder's proposal by the City.

The performance bond of the successful bidder shall have a minimum "A" rating as defined in Best's Key Rating Guide, be conditioned on the faithful performance of the requirements of the contract, and shall have as surety a corporate surety authorized to act as such in Illinois. The performance and payment bonds shall cover payment for all labor and material, and insure completion of the project. The bidder will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with his or her operations prior to the acceptance of the finished work or supplies, and that he or she will promptly make payments to all persons supplying him or her or them with labor or materials in the prosecution of the work provided for in the contract; and shall guarantee to indemnify and save the City and its officers and employees harmless from all costs, damages, and expenses arising out of or by reason of the bidder's failure to comply and perform the work and complete the contract in accordance with the specifications.

The performance and payment bonds shall be in conformance with the requirements of the Illinois Act in relation to bonds of bidders entering into contracts for public construction. (Illinois Compiled Statutes Ch. 30, Sec. 550/1, et seq.)

REQUIRED	NOT REQUIRED_X
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#### 7. GENERAL GUARANTY

The bidder agrees to (a) hold the City, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article, or appliance furnished or used in the performance of the contract in which the bidder is not the patentee, assignee, licensee, or owner; (b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery; (c) pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, and rules of the City and State of Illinois; (d) indemnify City against all claims for personal injury, death, and/or property damage arising out of the project.

#### 8. **ASSIGNMENT**

Assignment of this contract or any part thereof, or any funds to be received thereunder by the bidder shall be subject to the approval of the City of St. Charles.

#### 9. **DEFAULT**

The contract may be cancelled or annulled by the Purchasing Manager in whole or in part by written or electronic (Email) notice of default to the bidder upon nonperformance or violation of contract terms. An award may be made to the next lowest bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting bidder (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. The bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the bidder to deliver materials or services within the time stipulated on his or her bid, unless extended in writing by the purchasing manager, shall constitute contract default.

#### 10. **INSURANCE**

Detailed insurance requirements are included under City of St. Charles Certificate of Insurance Requirements.

The bidder **shall** secure and maintain in effect at all times, at his or her expense, insurance of the following kinds and limits to cover all locations of the bidder's operations in connection with work on his or her company's projects, naming the City of St. Charles as an additional insured. The bidder shall furnish Certificates of Insurance to the City Finance Department Purchasing Office before starting construction or within 10 days after the execution of the contract, whichever date is reached first. All insurance policies shall include a non-cancellation clause provision preventing cancellation without 30 days written prior notice to the City. In case of insurance cancellation, bidder shall obtain a new insurance policy in compliance with this paragraph prior to the effective date of cancellation.

Certificates of insurance must be completed on the ACORD 25-S form, with the cancellation clause revised and revisions initialed. An example is enclosed.

R	EQUIRED_X	NOT REQUIRED
	For this <b>specific</b> project, the City of St. Charles is requiring a liability um \$5,000,000 (aggregate for this project).	
R	EQUIRED	NOT REQUIRED_X

#### 11. CERTIFICATE OF COMPLIANCE

All bidders are required to complete the Certificate of Compliance (attached) as per the Illinois Compiled Statutes Ch. 65, Sec. 11-42.1-1, which will be returned with the bid.

#### 12. HEALTH AND SAFETY ACT

All work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975, and all other federal, state or local statutes, rules or regulations affecting the work done under the contract.

#### 13. PREVAILING WAGE RATE

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 contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

The successful bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number (when available), the last four digits of the worker's social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the bidder or subcontractor which avers that:

- A. Such records are true and accurate;
- B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. The bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

The City of St. Charles is required to keep the certification records submitted for a period of not less than five years. Furthermore, these records, except an employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

# 14. EXECUTION OF CONTRACT, INSURANCE, & PERFORMANCE & PAYMENT BONDS

The successful bidder, within ten (10) business days after acceptance of the bidder's offer by the City, shall execute all requested contract documents, supply satisfactory evidence of required insurance, and furnish a satisfactory performance and payment bonds when required by the bid documents. In the event that the bidder fails to furnish required documents, insurance, and performance and payment bonds within ten (10) business days after acceptance of the bidder's offer by the City, then the City's acceptance of the offer shall automatically terminate, and the bid deposit of the bidder shall be retained by the City as reimbursement for administrative costs.

#### 15. RELEASE OF BID DEPOSITS

Within a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the successful bidder has executed the contract documents and furnished evidence of the insurance and bonds required by the bid documents.

#### 16. EQUAL OPPORTUNITY EMPLOYER

The City of St. Charles is an equal opportunity employer, and all bidders are required to be equal opportunity bidders as defined by all applicable state and federal laws and regulations.

#### 17. **VETERANS PREFERENCE**

The City of St. Charles, per Illinois Compiled Statutes Ch. 330, par. 55/1-55/3, gives preference to veterans for public works contracts, should a tie bid arise between local OR non-local bidders.

#### 18. CERTIFICATE OF NON-DISQUALIFICATION

All bidders are required to submit a completed Certificate of Non-Disqualification (attached), as required under Illinois Compiled Statutes, Ch. 720, Sec. 33 E-11.

#### 19. PROVISIONS OF ST. CHARLES MUNICIPAL CODE

All bids and contracts shall be in accordance with Title 2, Ch. 2.33 of the City of St. Charles Illinois Municipal code, as from time to time amended, which shall take precedence over and control all aspects of this contract, and which are incorporated herein by reference.

#### 20. SURVIVAL

The provisions hereof shall survive and shall not merge with the resulting purchase order or contract awarded to the successful bidder, but shall be additional terms thereof; and the submission of a bid shall be deemed as acceptance of these terms.

#### 21. CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

All bidders are required to submit a completed Certificate of Compliance with Safety Standards (attached).

# 22. CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257 OF THE ILLINOIS HUMAN RIGHTS ACT

All bidders are required to submit a completed Certificate of Compliance with Public Act 87-1257 of the Illinois Human Rights Act (attached).

#### 23. WAIVERS OF MECHANICS LIEN

- A. With each application for payment, submit waivers of mechanics liens from the bidder, subcontractors, and suppliers for the construction period covered by the <u>current application</u>. Payment will not be released until the bidder has supplied the City with the waiver of liens.
  - 1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit final or full waivers.
  - 3. The City reserves the right to designate which entries involved in the work must submit waivers.
  - 4. Waiver Delays: submit each application for payment with the bidder's waiver of mechanics lien for the period of construction covered by the application.
- A. Initial application for payment: administrative actions and submittals, that must precede or coincide with submittal of the first application for payment, include the following:
  - 1. List of subcontractors.
  - 2. List of principal suppliers and fabricators.
  - Schedule of values.

REQUIRED	NOT REQUIRED X



# City of St. Charles Certificate of Insurance Requirements

Contractors shall carry all insurance coverage required by law. In addition, the Contractor shall carry, at its own expense, at least the following insurance coverage with a duly licensed and registered insurance company in the State of Illinois having a minimum A.M. Best rating of A-VI:

- (a) Workers' Compensation & Occupational Diseases Insurance Statutory amount for Illinois
- (b) General Liability Insurance:
  - 1) Bodily injury, with limits of not less than \$1,000,000 each occurrence/ \$2,000,000 aggregate;
  - 2) Property damage, with limits of not less than \$1,000,000 each occurrence/ \$2,000,000 aggregate;
  - 3) Contractual insurance broad form, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.
- (c) Automotive Liability Insurance:
  - 1) \$1,000,000 each occurrence/ \$2,000,000 aggregate;
  - Property damage, with limits of not less than \$1,000,000 each occurrence/
     \$2,000,000 aggregate. Property damage insurance coverage shall include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.
- (d) Umbrella liability \$5,000,000.



- (e) Contractor's insurance policy shall name City as an additional insured on the General Liability, Automotive Liability and Excess Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to City. All insurance premiums shall be paid without cost to City. The Contractor shall furnish to City a Certificate of Insurance attesting to the respective insurance coverage for the full contract term. Contractor shall submit satisfactory proof of insurance simultaneously with the execution of the contract.
- (f) All insurance policies shall provide that the City shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days to the effective date of cancellation.

# CERTIFICATE OF COMPLIANCE OF ILLINOIS COMPILED STATUTES, CH. 65, SEC. 11-42.1-1

The undersigned, upon being first duly sworn, hereby certifies to the City
of St. Charles, Kane and DuPage Counties, Illinois, that VIKING CHEMICAL
(bidder) is not currently delinquent in the
payment of any tax administered by or owed to the Illinois Department of Revenue, or
otherwise in default upon any such tax as defined under Ch. 65, Sec. 11-42.1-1,
Illinois Compiled Statutes.
VIKING CHEMICAL COMPANY Name of Bidder
Ву:
State of Illinois),
State of Illinois, ss.  County of Winnebago
Subscribed and sworn to
of May , 2017 .
OFFICIAL SEAL
BRYAN G SELANDER NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 10/01/18

# CERTIFICATE OF NON-DISQUALIFICATION UNDER ILLINOIS COMPILED STATUTES, CH. 720, SEC. 33E-11

The undersigned, upon being first duly sworn,	hereby certifies to the City of St. Charles,
Kane and DuPage Counties, Illinois, that <u>VIK</u>	ING CHEMICAL
(bidder) is not barred	from contracting with any
unit of State or local government, as a result of	a violation of Ch. 720, Sec. 33E-11 of the
Illinois Compiled Statutes.	
	VIKING CHEMICAL COMPANY Name of Bidder
	By:
State of <u>Illinois</u> ), ss. County of <u>Winnebago</u> )	
Subscribed and sworn to before me this 9+4 day of May 2017.	
Notary Public	OFFICIAL SEAL BRYAN G SELANDER NOTARY PUBLIC - STATE OF ILLINOIS

NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Illinois Compiled Statutes, Ch. 720, Sec. 33E-11 (b).

#### **CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257** OF THE ILLINOIS HUMAN RIGHTS ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of St.
Charles, Kane and DuPage Counties, Illinois, that VIKING CHEMICAL
(bidder) complies with the Illinois Human Rights Act as
amended by Section 2-105, Public Act 87-1257 in relation to employment and human
rights.

VIKING CHEMICAL COMPANY Name of Bidder

State of Illinois),

County of Winnebago)

Subscribed and sworn to

before me this 9th day of May , 2017 .

#### **CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**

The undersigned, upon being first duly sworn, hereby certifies to the City
of St. Charles, Kane and DuPage Counties, Illinois, that VIKING CHEMICAL
(bidder) shall comply with all local, state and
federal safety standards.
Name of Bidder
Ву:
State of Ilinois),
State of <u>Illinois</u> ), ss.  County of <u>Winnebago</u> )
Subscribed and sworn to before me this
Notary Public  OFFICIAL SEAL BRYAN G SELANDER NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 10/01/18

#### CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM

The u	ndersigned, upon being first duly sworn, hereby certifies to the City
of St. Charles, Kane	and DuPage Counties, Illinois, that VIKING CHEMICAL
Coudany	(bidder) shall comply with General Conditions, Paragraph 1.G.
and the Illinois Depa	urtment of Revenue tax exempt form.

VIKING CHEMICAL COMPANY

Name of Bidder

State of Illinois ).

SS.

County of Winnebago)

Subscribed and sworn to

before me this \_\_\_\_\_ day

of May , 2017

JH:cb Bidders Section II

OFFICIAL SEAL **BRYAN G SELANDER** NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 10/01/18

#### CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE RATE ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that all work under this contract shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et. seq, (the "Act") and current City ordinance, to the extent required by law. Contractors shall submit monthly certified payroll records to the City.

Name of Contractor

Ву:

State of Illinois

SS.

County of Winnebego)

Subscribed and sworn to

before me this \_\_\_\_\_ day

of May , 20

Notary Public

/cjb Bidders Section II OFFICIAL SEAL BRYAN G SELANDER NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:10/01/18



#### Illinois Department of Revenue

Office of Local Government Services Sales Tax Exemption Section, 3-520 101 W. Jefferson Street Springfield, IL 62702 217 782-8881

January 2, 2015

CITY OF ST CHARLES DIRECTOR OF FINANCE TWO EAST MAIN ST ST CHARLES IL 60174

Effective January 1, 2015, we have renewed your governmental exemption from payment of the Retailers Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

E9996-0680-07 to CITY OF ST CHARLES of ST CHARLES, IL

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services Illinois Department of Revenue

Issued To:

Company:

Date (ssued:

Project:

Dates Valid:

Christopher A. Minick, Director of Finance

STS-70 (R-2/98) L-492-3524 10-0001288

# City of St. Charles Environmental Services Division Request for Bid: Treatment Chemicals

#### GENERAL:

The City of St. Charles is requesting invitation to bid on our water & wastewater treatment chemicals the duration of the 2017/2018 fiscal year, ending April 30, 2018. The City is also requesting rates for an optional second year (May 1, 2017 – April 30, 2018). This option will be exercised at the sole discretion of the City. All work will be contracted on a time and materials basis.

Bids for Treatment Chemicals, as described in the accompanying technical scope, shall be received before 2:00 p.m., Thursday, May 11, 2017, at the City of St. Charles City Hall, 2 East Main Street, St. Charles, IL 60174, Council Chambers, and Attention: Purchasing Manager. Proposals will be read aloud at this time. Any proposal received subsequent to the time specified will be promptly returned to the Contractor unopened.

Bids shall be in a sealed envelope labeled with "Sealed Bid -Treatment Chemical Services."

Any questions shall be submitted to Tim Wilson via e-mail to the following e-mail addresses: twilson@stcharlesil.gov

Upon receipt of questions prior to May 8, 2017, the Contractor shall receive a reply e-mail acknowledging the receipt of the question. Response to the question shall be as soon as practical. Should the question result in a clarification that requires addenda, such addenda will be issued via website update as soon as practical.

Questions submitted after 3:00 p.m., May 8, 2017, shall not be acknowledged or answered. Contractors shall take all necessary steps to propose questions prior to May 8. City reserves the right to extend the due date. Should an extension be necessary, communication of such shall be e-mailed to all registered Contractors.

#### Scope:

All chemicals are required to be suitable for the production of American Water Works Association (AWWA) water treatment standards. The request for proposal is seeking a single source supplier with the capability of supplying, and transporting all treatment chemicals.

Locations of delivery sites:

Well 3/4: 250 N. Riverside Ave

Well 7: 228 N. Randall Rd.

Well 8: 454 S. 37th Ave

Well 9: 5N.061 Rt. 25

Well 11: 2900 N, 5th Ave

Well 13: 2595 Oak St

Main WWTP: 200 Devereaux Way

#### **Conditions**

- 1. The City estimates of chemical usage are not to be construed as an annual guaranteed quantity and are to be used as a guideline only.
- 2. Contractor should have minimal five years' experience in providing drinking water and waste water treatment chemicals. The contractor is required to follow all OSHA, IDL, EPA and DOT chemical handling and transportation requirements.
- 3. The work schedule shall be coordinated by the City and the successful bidder. All work shall be completed an invoiced by April 30 of each contract year.
- 4. **Order Placement -** Orders may be placed with the vender (Monday Friday) VIA email or a written fax. Venders shall arrange for immediate shipping upon receipt of order and confirm shipment time and date with the city within 24 hours of order placement.
- 5. **Delivery time-** The Deliveries may not start before 7:30 AM weekdays, and must be completed for the day by 2:30 PM weekdays. Additional hours must be approved 24-hours in advance to coordinate city staffing. Note that the contractor may be restricted with respect to work hours each day depending on special events in the area. Weekend hours must be approved by the City in advanced, and generally will not be permitted.
- 6. **Deliveries** All Deliveries are free on board destination point. The destination point will be the city's bulk storage tank(s) or properly stored and secured in the City's chemical storage room. The contractor will be responsible for safe transportation and delivery of all orders. All deliveries are to be made within three (3) business days of the order placement or as extended by written approval of City Public Environmental Services Management. Delivery performance shall be subjected to state herein.
  - a. Ordering timeline: For an order placed prior to 9:00 A.M. on a given business day, that business day would be considered as the first calendar day of the three (3) business day delivery period. For an order placed after 9:00 am on a given business day, the business day following would be considered as the first calendar day of the three (3) day delivery period.
  - b. Liquidated Damages: If the vender is unable to make delivery within the authorized delivery time of three (3) business days the City shall assess and have the right to retain as liquidated damages, not as penalty, of 5 percent per day on the undelivered portion of the order. If after seven days assessment of liquidated damages claims, a vender has still failed to deliver as required, the City reserves the right to immediately, and without notice to vender, take action to remedy vender failure. This may include the termination of the order and purchase chemicals from other sources, or other action to ensure operational status.

#### c. Methods:

i. With the exception of liquid Ferric Chloride. The chemical supply company is required to utilize straight trucks (no semi-trucks) not to exceed 28' box length for the delivery of all chemicals.

- ii. All delivery trucks will be required to access on-site locations requiring skilled backing of trucks.
- iii. With the exception of Ferric Chloride. All chemicals requested for pricing are to be delivered on one truck.
- 7. **Delivery Charges:** There shall be no additional costs charged to the City for multiple drop sites per chemical order by the supplier. There shall be no added charges for fuel used by the supplier.
- 8. Container Deposits: There shall be no deposit charge levied on barrels, drums, containers or cylinders received and held by the City.
- 9. Receipt of order: All signed receipts of order should digitally collect and will need to be email to the Inventory Control within one (1) business day of order acceptance.
- 10. **Safety Officer and Training:** The Contractor shall provide a Safety Officer contact for the City management to address any safety related concerns that arise on the job. The Safety Officer shall have the ability to respond and address the concern in a timely fashion.
  - a. The supplier shall have an emergency leak, spill response team available for the city.
  - b. The contractor shall supply the City with unit cost of annual onsite spill safety training. This training will cover a table top exercise with city staff onsite spill responses.
  - c. For all chemicals supplied the contractor is required to send updated MSDS and SDS sheets in GHS format to the cities inventory control division.

#### Technical Specifications & Requirement

### Chlorine (CL<sup>2</sup>)

Container Type – 150 Lb. Cylinder
Storage Available – 15–150 Lb. Cylinders at each location
AWWA Standard – B301-10
Pricing to be based Lb 100% of CL<sup>2</sup>
Invoiced amount – Lbs. of actual chemical delivered
See AWWA Standard

#### Hydrofluosilicic Acid- HFS (H<sub>2</sub>SiF<sub>6</sub>)

Container Type- Bulk
Storage Connection- 1" Female Cam & Lock; Banjo Brand
Storage Available – 1–550 Gal. & 3–250 Gal.
AWWA Standard – B703-11
Pricing to be based on 23% of H<sub>2</sub>SiF<sub>6</sub>
Invoiced amount – Lbs. of actual chemical delivered
See AWWA Standard

#### Sodium Hypochlorite (NaCLO)

Container Type- Bulk Storage Connection- 1" Female Cam & Lock; Banjo Brand Storage Available – 4- 400 Gal. AWWA Standard – B300-10 & B301-10 Pricing to be based on 12.5% by weight (15% Trade Percent) Invoiced amount – Lbs. of actual chemical See AWWA Standard

#### Sodium Permanganate (NaMnO4)

Container Type- Bulk
Storage Connection- 1" Female Cam & Lock; Banjo Brand
Storage Available – 2–250 Gal. & 2-550 Gal.
AWWA Standard – B603 - 16
Pricing to be based on 15% by weight
Invoiced amount – Lbs. of actual chemical
See AWWA Standard

#### Manganese Sulfate (MnS)

Container Type- Bulk
Storage Connection- 1" Female Cam & Lock; Banjo Brand
Storage Available – 1- 250 Gal. & 1-550 Gal.
AWWA Standard – CAS # 10034-96-5
Pricing to be based on 29.5-33 % by weight
Invoiced amount – Lbs. of actual chemical
See AWWA Standard

#### Ferric Chloride (FeCl<sub>3</sub>)

**NOTE:** Supply will start after May 1, 2018; Product is not need until current WWTP construction is completed. Container Type- Bulk

Storage Connection- 2" Female Cam & Lock; Banjo Brand Storage Available – 2–6650 Gal AWWA Standard – B407-12 Pricing to be based on 32 - 37% by weight Invoiced amount – Lbs. of actual chemical See AWWA Standard

#### Sulfur Dioxide SO<sub>2</sub>

Container Type – 150 Lb. Cylinder Storage Available – 15 – 150Lb Cylinder AWWA Standard – B512-15 Pricing to be based Lb 100% of SO<sub>2</sub> Invoiced amount – Lbs. of actual chemical delivered See AWWA Standard

### Aqua Hawk 375 or Equal Sodium Permanganate NaMnO4 Chemical Cleaner

Container Type- 5 gal Carboy Invoiced amount – Gallons of Actual Chemical

# Estimate of quantities per year:

Chlorine 32,000 Lbs.
Hydrofluosilicic Acid 23,000 Lbs.
Sodium Hypochlorite 15,000 gallons
Liquid Sodium Permanganate 32,000 Lbs.
Liquid Manganese Sulfate 23,000 Lbs.

Ferric Chloride 280,000 gallons – Expected start in Year 2

Sulfur Dioxide 600 Lbs. Aqua Hawk 375 or Equal 40 gallons

Chemical Delivery Sites	Chlorine	Hydrofluosilicic Acid	Sodium Hypochlorite	Sodium Permanganate	Manganese Sulfate	Ferric Chloride	Sulfur Dioxide
Well 3/4: 250 N. Riverside Ave		Х	Х	Х	Х		
Well 7: 228 N. Randall Rd.	Х	Х	GEN!	Х			
Well 8: 454 S. 37th Ave	X	1721/8		Х	Х	2000	
Well 9: 5N.061 Rt, 25	Х	X	ROS	n stora			
Well 11: 2900 N. 5th Ave	Х	Х			A SAVE	PAS.	
Well 13: 2595 Oak St	Va e	Х	Х	Х			
Main WWTP: 200 Devereaux Way	X			1363		Х	Х

**Pricing:** The City is requesting suppliers to provide a unit cost for the following. The City reserves the right to add or delete from the contract as required. No adjustments in contract unit prices or additional compensation will be made for alteration in the quantities or services from the contract. The annual quantities listed are estimates only and may be altered.

Year $1 - \frac{5}{1}\frac{2017}{4}\frac{30}{2018}$							
Chemical	Chemical Annual Average		Product Total				
Chlorine Gas	32,000	.315 /lb.	10,080				
Hydrofluosilicic Acid	23,000	.26 /lb.	5,980				
Sodium Hypochlorite	15,000	.92 /gal.	13 800				
Liquid Sodium Permanganate	32,000	.89 /lb.	28480				
Liquid Manganese Sulfate	23,000	.45 /lb.	10,350				
Ferric Chloride							
Sulfur Dioxide	300	1.10 /lb.	330				
Aqua Hawk 375 or Equal	40 Gal	3.10/gal.	124				
Year 1 - Total			69,144				

Year $2 - \frac{5}{1/2018} - \frac{4}{30/2019}$						
Chemical	Annual Average	Unit Cost	Product Total			
Chlorine Gas	32,000	. 315 /lb.	10 080			
Hydrofluosilicic Acid	23,000	, 26/lb.	5 980			
Sodium Hypochlorite	15,000	, 92/gal.	13, 800			
Liquid Sodium Permanganate	32,000	. 89 /lb.	28 480			
Liquid Manganese Sulfate	23,000	.45 /lb.	16 350			
Ferric Chloride	280,000	1.27/gal.	355, 600			
Sulfur Dioxide	300	1.10 /lb.	330			
Aqua Hawk 375 or Equal	40 Gal	3,10/gal.	124			
Year 2 – Total		<b>表面图像数</b>	424,744			

ALL DELIVERIES WILL BE MADE LITHIN 1-3DAYS

SAFETY CONTACT: GEZA EHRENTREU V-P OPERATIONS