

MADISON COUNTY SPECIAL SERVICE AREA NO. 1

Odor and Corrosion Control Service Contract

Request for Proposal

June 23, 2016

NOTICE TO PROSPECTIVE VENDORS

1. **Time and Place of Opening of Proposals:** Sealed Proposals for the WORK described herein will be received at the MADISON COUNTY ADMINISTRATIVE SERVICES DEPARTMENT, Madison County Administration Building, 157 North Main Street, Suite #154, Edwardsville, Illinois 62025, until 1:00 p.m., July 11, 2016. Proposals will be publicly opened and read aloud in Room 145 of the Madison County Administration Building at 1:30 p.m. on that day.
2. **Description of WORK:** The proposed WORK is officially known as MADISON COUNTY SPECIAL SERVICE AREA NO. 1 – Odor and Corrosion Control Service Contract. The work consists of having the selected vendor supply chemicals and supply, install, operate, maintain, etc. chemical feed systems to remove hydrogen sulfide, thereby preventing odor and corrosion within wastewater collection and treatment systems. The introduction of chemicals shall be done at various locations throughout the Customer's wastewater collection system.
3. The work will require the selected vendor to enter into a service contract with MCSSA #1 that will govern the work for a period of three years. A copy of the service contract has been attached hereto and is made part of this Request for Proposal.
4. **Method of Payment:** Monthly partial payments based on the value of completed work.
5. **Instructions to Prospective Vendors:**
 - (a) Request for Proposals may be obtained from Madison County Administrative Services Department, Madison County Administration Building, 157 North Main Street, Suite #154, Edwardsville, Illinois 62025.
 - (b) The successful vendor will be required to execute the HOLD HARMLESS AND INDEMNIFICATION AGREEMENT attached hereto.
6. The prospective vendors will be evaluated on qualifications and price. The qualifications being evaluated include but are not limited to:
 - (a) Overall experience of vendor.
 - (b) Overall experience in working with the Customer's wastewater collection system and/or similar systems.
7. **Rejection of Proposals:** The OWNER(S) reserves the right to waive technicalities or to reject any or all proposals.

“INSTRUCTIONS TO BIDDER”

1. All items contained in the “Instructions to Bidder” are applicable to the call for proposals.
2. No proposal may be withdrawn after the scheduled closing time for receipt of proposals for at least forty-five (45) days.
3. Envelope containing proposal shall be marked plainly, “SEALED PROPOSAL” –with MATERIALS or SERVICE DESCRIPTION, date and time of closing written thereon. All proposals must be signed with the firm name in ink and by an authorized officer or employee of the company.
4. Unless otherwise stated, each prospective vendor must submit a bid bond or proposal guarantee: either a certified check on any bank, a cashier’s check on a bank doing business in the County, or a combination bid bond acceptable to the County in the amount of \$5,000 payable to the County, as guarantee that the successful vendor will supply material or services as specified. If this proposal is accepted and the undersigned fails to execute a contract as required, it is hereby agreed that the check shall be forfeited to the awarding authority.
5. All proposals must include all taxes that are applicable to the County. The City and State of Illinois sales tax and Federal Taxes are not applicable to sales made to the County and must be excluded. The County Auditor, upon request, will execute the exemption certificates in connection with all orders when Federal Excise Tax would otherwise be due.
6. Proposal price to be F.O.B. Edwardsville, with delivery to Madison County using point within the area unless otherwise stated in this call for proposals. Prices shall be stated in units and quotations made on each item separately. In case of conflict, unit price shall govern.
7. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed adjacent and must be initialed in ink by person signing proposal. The proposal must be signed by an authorized officer or individual.
8. Unless otherwise specified, materials and equipment will be inspected by the using department as to meeting the quality requirement of the call for proposals. When deemed necessary, samples of supplies or material will be taken at random, from stock received, for submission to a commercial laboratory, or other appropriate inspection agency, for analysis and test as to whether the material conforms, in all respects, to the specifications. In cases where the commercial laboratory report indicates that the material does not meet the Specifications the expense of analysis is to be borne by the successful vendor and the order, or balance thereof may be cancelled by the County.
9. The vendor shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this proposal call.

10. Successful vendor is specifically denied the right of using in any form or medium the name of Madison County for public advertising unless express permission is granted by the County.
11. The authorized committee(s) for the County reserves the right to reject any or all proposals, or any part thereof, or to accept any proposal or part thereof, or to waive any informalities in any proposal, deemed to be in the best interest of the County.
12. Madison County shall not award contracts to businesses owing delinquent taxes to Madison County at the time proposals are awarded.
13. Vendor is expected to be an "Equal Opportunity Employer" as required by Article III, Rules III, Fair Employment Practices Commission.
14. Sealed proposals will be received until 1:00 p.m., July 11, 2016. Proposals will be publicly opened and read aloud in Room 145 of the Madison County Administration Building at 1:30 p.m. on that day.
15. If any additional information is needed contact:
 - a. Madison County Purchasing, 157 N. Main Street, Suite #154, Edwardsville, IL 62025
 - b. Sheppard, Morgan and Schwaab, Inc., 215 Market St., Alton, Illinois 62002
16. Successful vendor cannot make delivery of successful material and/or services as specified until contract has been properly signed by the Madison County Board Chairman and the successful vendor.
17. In the event the successful bidder is unable for any reason, including temporary equipment failure, to furnish said material or services, Madison has the right to obtain the material or services elsewhere and to charge any additional cost to the selected vendor.
18. Sealed proposals received after designated time will be considered "**NO BID**" and as "**VOID**".
19. By not complying with all phases of the Specifications and Instructions to Bidders, may cause the proposal to be automatically rejected.
20. Vendor must comply with the "Preference to Citizens of Illinois on Public Works Project Act", and the wages of employees on public works (Prevailing Wage Act. IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO VERIFY THE CURRENT PREVAILING WAGE SCHEDULE.
21. Vendor should state where applicable that the firm is licensed to do business in the State of Illinois. (Out of state firms should satisfy all licensing requirements as required by the State of Illinois, failure to meet appropriate state licensing and statutory regulations can result in the contract to be entered into regarded as voidable).
22. Successful vendor shall hold the County, its Officers, Agents, and Employees, harmless from liability of any nature or kind, and shall sign and file with the County the attached

“Hold Harmless and Indemnity Clause”. This form must be submitted to the County prior to commencing work.

23. Insurance: The Service Company will be required to provide certificates of insurance naming Madison County Government as additional insured and indicating the following coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence for each category of coverage except as noted herein:
 - a. Liability Insurance
 - b. Commercial General Liability
 - c. Products Completed Operations Liability
 - d. Contractual Liability
 - e. Comprehensive Automobile Liability
 - f. Worker’s Compensation & Employers Liability \$500,000 per occurrence.
 - g. If the contractor should use any subcontractor, the contractor shall include all subcontractors as insured under its policies, or shall furnish to Madison County separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements of the contractor.
24. Vendor shall submit, along with his proposal, a copy of his current “Certificate of Insurance”.
25. Madison County does not discriminate against the disabled in either their employment practices or the services they provide.
26. With request for payment, in triplicate, the bidder shall furnish a Contractor’s Affidavit/Waiver of Lien from all parties concerned. Failure to supply Waiver of Lien or evidence of payment of all current accounts will be considered grounds for withholding partial payment and failure to supply Waiver of Liens for the entire job on completion will be grounds for withholding final payment.
27. The following must be submitted with the PROPOSAL: (unless indicated otherwise)
 - a. Bid Bond.
 - b. Certification to a minimum experience of ten years in the maintenance of wastewater pumping stations.
 - c. Summary of experience in working with the Customer’s wastewater collection system and/or similar system.
 - d. Material Safety Data Sheet for the material.
 - e. Reference list.
 - f. Technical documentation detailing the process by which the material controls hydrogen sulfide.
 - g. Product Specification sheets.
 - h. Current copy of vendor’s Certificate of Insurance.

ODOR AND CORROSION CONTROL CHEMICAL

SERVICE CONTRACT

THIS CONTRACT is made and entered into on _____, by and between _____ (the "Service Company"), whose address is _____, _____ and Madison County Special Service Area No. 1 (the "Customer"), whose address is 301 E. Chain of Rocks Road, Granite City, IL 62040.

WHEREAS Service Company is a company engaged in the business of providing, operating, maintaining, etc. treatment chemicals and chemical feed systems to control odor and corrosion within wastewater collection and treatment systems and is willing to provide such services to Customer as per the terms herein.

WHEREAS Customer desires to have the Service Company furnish the following task:

Supply chemicals and supply, install, operate, maintain, etc. chemical feed systems to remove hydrogen sulfide, thereby preventing odor and corrosion within wastewater collection and treatment systems. The introduction of chemicals shall be done at various locations throughout the Customer's wastewater collection system. The supplied chemicals shall utilize and enhance naturally occurring biochemical processes to accomplish hydrogen sulfide removal. Further, material shall be a liquid phase product. It shall be delivered, stored, and fed into the wastewater via standard liquid-phase chemical handling procedures

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows.

1. Maintenance Services/Service Company Qualifications

The Service Company shall supply chemicals and supply, install, operate, maintain, etc. chemical feed systems to remove hydrogen sulfide, thereby preventing odor and corrosion within wastewater collection and treatment systems. The Service Company shall provide said chemicals and services during regular business hours with the schedule to be based on the specific needs of the wastewater collections system determined by the Customer. In addition, the Service Company shall provide unscheduled services ("on-call service") as and when needed.

The Service Company shall be one recognized and established in the field of wastewater odor control. The Service Company must provide a list of 10 references currently using the material for control of hydrogen sulfide and other compounds. The list shall contain telephone numbers, contact names and the length of time the reference has been using the product. All ten of these references must have used the product for 5 or more years. Failure to provide this list may result in rejection of the proposal. Those qualifications include but are not limited to the following:

- a. The Service Company must be a company regularly engaged in the business of wastewater odor control.
- b. The Service Company shall provide routine testing and feed rate optimization services for all locations in the collection system.

- c. The Service Company shall provide a testing and optimization services at each site. This testing shall be performed at a minimum of once yearly and would include both liquid phase and vapor phase monitoring. The data collected shall include the following:
- a. Dissolved Hydrogen Sulfide
 - b. Atmospheric Hydrogen Sulfide
 - c. pH
 - d. Wastewater Temperature
 - e. Nitrate Residual
 - f. The Service Company shall be responsible for optimizing the feed rates to meet the treatment goals of documented dissolved H₂S of less than 0.1 mg/L.
 - g. The Service Company shall employ trained technicians to perform system optimization and maintenance.
 - h. The Service Company is responsible for all system maintenance and spare parts to maintain proper operation of the chemical feed systems. There shall be no additional charge for these parts or labor.
 - i. In case of Emergency, the Service Company must be capable of deploying a technician within 24 hours of notice.
 - j. A report summarizing all data and feed rates shall be provided to the Customer on a routine basis.
 - k. The Customer shall monitor the tank levels on a routine basis and place orders. The supplier shall provide delivery of materials within 5 - 10 days of order placement.
 - l. The Service Company shall provide complete storage and feed systems for the material. These systems shall include storage tanks, feed pumps, and control panels. The supplier shall be an Underwriters Laboratories Listed manufacturer of Enclosed Industrial Control Panels. If during the course of this contract, the Customer requires additional feed locations, the Service Company shall provide survey services to identify the problem and shall provide recommendations for correcting the problem. There shall be no additional cost for these survey services.

2. Material Specifications

The material supplied shall utilize the inherent ability of the facultative bacteria normally present in wastewater to metabolize hydrogen sulfide and other odor-causing, reduced sulfur containing compounds. The material shall provide nitrate-oxygen to the wastewater to support this biochemical mechanism. The material shall be chemically stable, allowing continuous removal of sulfide contributed by side streams downstream of the application point. As a result of the biochemical process, the material shall provide the additional benefit of biochemical oxygen demand (BOD) reduction in the wastewater.

- a. The material required under this specification shall be used to remove hydrogen sulfide, thereby preventing odor and corrosion within wastewater collection and treatment systems. The material shall utilize and enhance naturally occurring biochemical processes to accomplish hydrogen sulfide removal.
- b. The material shall be a liquid phase product. It shall be delivered, stored, and fed into the wastewater via standard liquid-phase chemical handling procedures.
- c. The material shall be fully compatible with storage and feed equipment provided by the Service Company and constructed of any of the following:

- a. High Density Crosslinked Polyethylene
 - b. PVC
 - c. Polypropylene
 - d. FRP
 - e. Stainless Steel (316)
- d. The treatment chemical shall be capable of reducing the dissolved hydrogen sulfide concentration in wastewater to less than 0.1 mg/l.
 - e. The treatment chemical shall be free of any objectionable odor-producing compounds.
 - f. The pH of the treatment chemical shall not be less than 4.0 nor greater than 9.0.
 - g. The material shall contain no hazardous substances as defined by both the Federal EPA's and State CERCLA lists.
 - h. The material shall be exempt from Federal DOT placard requirements.
 - i. Recommended handling procedures for the material shall require protective gloves and safety glasses only. Any material recommending more sophisticated equipment (i.e., face shield, body suit, etc.) during routine handling shall not be considered without prior written approval.
 - j. The material shall be delivered by the Service Company. Please note that access to some of the sites may be limited at times and tractor-trailer deliveries may not always be possible. It may be necessary to make deliveries with shorter, non-articulating straight trucks. Thus, the supplier must have the ability to make deliveries via straight trucks and a statement to this effect must be provided with the bid.
 - k. The Service Company shall be responsible for the safe, clean delivery of the material into the storage tanks. The supplier shall be responsible for any damage to the storage tanks and feed systems. The Service shall provide prompt clean-up of any spills made during delivery.
 - l. The Service Company shall be responsible for the proper labeling of storage tanks in compliance with local, state and federal requirements. The supplier shall not deliver the material into any tank or vessel which is not properly labeled.

3. Working Hours

The services required of the Service Company under this Contract shall be performed during the regular working hours of its regular working days, consisting of 7am to 3:30pm Monday through Friday as requested by the Customer.

4. Contract Price

<u>Item</u>	<u>Price</u>	<u>Unit</u>
Initial Setup – This includes the complete installation storage and feed equipment provided by the Service Company. The initial setup should include the installation of five Customer Sites – Arlington, Emerald Meadows, Glen Carbon, Mimosa, and Maryville.		Lump Sum
Additional Sites - This includes the complete installation storage and feed equipment provided by the Service Company at additional sites requested by the Customer. If during the course of this contract, the Customer requires additional feed locations, the Service Company shall provide survey services to identify the problem and shall provide recommendations for correcting the problem. There shall be no additional cost for these survey services.		Per Site
Treatment Chemical - The Service Company shall provide <u>unit pricing in terms of a price to treat 1,000,000 gallons of wastewater with documented results of dissolved H₂S levels below 0.1 mg/L.</u> Further, the Service Company shall provide a per gallon unit price for ongoing purchases as well. All charges, including freight, testing services, equipment, maintenance, delivery, etc. shall be included in the per gallon price.		Per 1,000,000 Gallons of treated wastewater. Per gallon

All services and materials provided must include all taxes that are applicable to the County. The City and State of Illinois sales tax and Federal Taxes are not applicable to sales made to the County and must be excluded. The County Auditor, upon request, will execute the exemption certificates in connection with all orders when Federal Excise Tax would otherwise be due.

5. Term of Contract

The term of this Contract shall commence on _____ and shall continue in full force and effect until it is terminated. Either party, by giving fifteen (15) days’ written notice to the other party, may terminate this Contract. In any event, this Contract shall be in effect for a minimum of 3 years.

6. Miscellaneous Provisions

- a. **Applicable Law:** This Contract shall be construed under and in accordance with the laws of Madison County, Illinois. All obligations of the parties created under this Contract are performable in Madison County, Illinois.

- b. Parties Bound: This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by the Contract.
- c. Legal Construction: In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- d. Prior Contracts Superseded: This Contract constitutes the sole and only Contract of the parties and supersedes any prior understandings or written or oral Contracts between the parties respecting the subject matter of this Contract.
- e. Amendments: This Contract may be amended by the parties only by a written Contract.
- f. Attorney's Fees: If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.
- g. Hold Harmless: The Service Company shall hold Madison County, its officers, agents, and employees harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this service contract. The Service Company will be required to execute Madison County's hold harmless agreement and have said agreement in effect for the life of the contract.
- h. Insurance: The Service Company will be required to provide certificates of insurance naming Madison County Government as additional insured and indicating the following coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence for each category of coverage except as noted herein:
 - a. Liability Insurance
 - b. Commercial General Liability
 - c. Products Completed Operations Liability
 - d. Contractual Liability
 - e. Comprehensive Automobile Liability
 - f. Worker's Compensation & Employers Liability \$500,000 per occurrence.
 - g. If the contractor should use any subcontractor, the contractor shall include all subcontractors as insured under its policies, or shall furnish to Madison County separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements of the contractor.
- i. All work performed pursuant to this agreement by the Service Company shall be done in accordance with and meet all applicable safety, health, engineering, & maintenance standards as determined by the Customer.
- j. The Service Company warrants and guarantees that all work performed pursuant to this agreement shall be free of defects in workmanship and materials for a period of 1 year following the completion of the work.

7. Signatures

This Contract shall be signed on behalf of _____ by _____, and on behalf of _____ by _____.

SERVICE COMPANY

By: _____, its _____

CUSTOMER

By: _____, its _____

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

Service Company shall indemnify, defend and save Harmless the Madison County Special Services Area #1 from and against any and all claims, debts, damages, judgements, awards, losses, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature to the extent caused or occasioned by, or contributed to by the negligence of Service Company or anyone acting under its direction or control or on its behalf in connection with or incidental to any contracts effective during a 12 month period commencing _____ between the Service Company and Madison County Special Services Area #1. All questions involving contributory acts, omissions, fault, or negligence of Madison County Special Services Area #1 with Service Company will be determined in accordance with applicable law. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons, including agents and employees of Madison County Special Services Area #1, Service Company, other contractors and sub contractors and damage to any real or personal property, including property of Madison County Special Services Area #1, Service Company, other contractors and sub contractors. Service Company will, on request and at its expense, defend any action, suit or proceedings arising hereunder and shall reimburse and pay Madison County Special Services Area #1 for any loss, cost, damage or expenses (including legal fees) suffered by it hereunder consistent with sub contractors indemnity obligation hereunder. Such obligation shall not be construed to negate, or abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Clause. In no event shall Service Company be liable for and Service Company expressly disclaims any liability for any incidental or consequential damages no matter under what theory or facts advanced.

In any and all claims against Madison County Special Services Area #1 by any employees of Service Company, anyone directly or indirectly employed by Service Company or anyone for whose acts Service Company may be liable, the indemnification obligation under this Clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Service Company under worker's or workmen's compensation acts, disability benefits acts or other employee benefit acts.

If, for any reason during the performance of the above stated contract, Service Company rents, leases or uses equipment of Madison County Special Services Area #1, Service Company shall indemnify, defend and hold harmless Madison County Special Services Area #1 (including its officers, agents, and employees from any loss (including costs and attorney's fees) or damage caused by that equipment. Furthermore, Service Company shall be liable to Madison County Special Services Area #1 for any loss or damage to that equipment.

This agreement shall specifically not require Service Company to indemnify Madison County Special Services Area #1 from Madison County Special Services Area #1's own alleged negligence in violation of Chapter 740 ILCS 35/1.

This Hold Harmless and Indemnification Agreement shall apply to all contracts between the Service Company and Madison County Special Services Area #1 during the above specified period of time.

Dated: _____

Authorized Representative

Service Company Name

Address

City/State/Zip Code

Telephone Number