

SPECIFICATIONS
FOR
WATER TREATMENT
CHEMICALS

CITY OF GREENVILLE, OHIO

for

January – December 2017

Legal Advertisement

NOTICE TO BIDDERS

Sealed bids for the purchase of Water Treatment Chemicals for the City of Greenville shall be received by the Board of Control, c/o Janelle Cross, Municipal Building, 100 Public Square, Greenville, Ohio 45331, until 2:00 PM, September 21, 2016, at which time they will be opened and read aloud in the Municipal Council Room.

The bids shall be received in accordance with the Invitation to Bidders, Instructions to Bidders, Specifications and Proposal Forms, all of which may be obtained from the City Planning & Zoning Office.

The City of Greenville is an Equal Opportunity Employer M/F.

Curt Garrison
Safety/Service Director

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September 9, 2016



City of Greenville, Oh
100 Public Square
Greenville, Ohio 45331
Board of Control
Phone: 937-548-4930
icross@cityofgreenville.org

INVITATION TO BIDDERS

Sealed Proposals properly endorsed "Water Treatment Chemicals" shall be received by the Board of Control, c/o Janelle Cross, Municipal Building, 100 Public Square, Greenville, Ohio 45331, until 2:00 PM, September 21, 2016, at which time they will be opened and read aloud in the Municipal Council Room.

Each bid shall contain the full name of every person or company interested in bidding and shall be accompanied by a Bid Bond for the full amount (100%) of the bid **OR** a Certified Check, Cashier's Check, or Letter of Credit on some solvent bank made payable to the City of Greenville, Ohio in the amount of ten percent of the total bid, as evidence of good faith by the bidder that a contract shall be entered into and its performance secured. The deposits of all bidders shall be returned when the successful bidders have entered into a contract and have furnished the necessary Performance Bonds or when all bids have been rejected. The bid guaranty filed pursuant to the foregoing shall be governed by the provisions of Section 153.54 of the Ohio Revised Code and all relevant divisions thereof.

The bids shall be received in accordance to the Invitation to Bidders, Instruction to Bidders, Instructions to Bidders, and Proposal Form, all of which may be obtained from the office of the Board of Control located in the Planning & Zoning Department.

Curt Garrison
Safety/Service Director

INSTRUCTIONS TO BIDDERS

PROPOSAL FORM

The proposal must be submitted on the Proposal Form furnished by the City of Greenville in a sealed envelope plainly marked "**Bid For Water Treatment Chemicals**".

QUANTITIES

The quantities that are shown on the Proposal Form are approximate and the City of Greenville, Ohio reserves the right to purchase any amount needed by it at the Unit Price Bid for the length of the contract. The unit price on the proposal shall remain firm for the full term of the contract.

DELIVERY

The Unit Price Bid shall include all freight charges on materials delivered to the job site or storage yards of the City of Greenville, Ohio as ordered by an authorized agent of the City. Chemicals ordered by the City of Greenville should be delivered within 3 business days of order being placed. At no time should delivery extend 10 business days past time of order, unless the City of Greenville placed an order for a specific future date. No deliveries shall be sent COD. Any deliveries sent COD will be rejected.

MATERIAL GENERAL REQUIREMENTS

All bidders must submit COA (Certificate of Analysis) for the chemical they are bidding on with the Bid and at every delivery. If it is possible that more than one plant, facility, or location will provide materials then submit a COA for all facilities. All bidders must also provide NSF 60 certification with Bid and at every delivery.

DEPOSIT

The successful bidder shall not request from, or charge to, the City a container deposit fee.

BID BOND

Each bid shall contain the full name of every person or company interested in bidding and shall be accompanied by a Bid Bond for the full amount (100%) of the bid **OR** a Certified Check, Cashier's Check or Letter of Credit on some solvent bank in the sum of ten percent (10%) of the total bid made payable to the City of Greenville, Ohio as evidence of good faith by the bidder that a contract shall be entered into and its performance secured. The deposits of all bidders shall be returned when the successful bidders have entered into a contract and have furnished the necessary Performance Bonds or when all bids have been rejected. The Bid Guaranty filed pursuant to the foregoing shall be governed by the provisions of Section 153.54 of the Ohio Revised Code and all relevant divisions thereof.

NON-COLLUSION AFFIDAVIT

Bidders are required to file on forms furnished by the City and shall submit a completed Non-Collusion Affidavit at the time their bid is filed.

CAT / Corporate TAXES

The person or company will at the time of bid supply a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent CAT / Corporate taxes on the general tax list of Darke County, Ohio **OR** that such person was charged with delinquent taxes on such list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. A copy of such statement shall be incorporated into the contract by and between the bidder and the City, pursuant to Section 5719.052 of the Ohio Revised Code. The statements required are found with the bidding documents.

MODIFICATIONS

Modifications or addenda to the specifications may be relayed by way of e-mail, FAX machine, or certified mail.

BID WITHDRAWAL

No bidder shall withdraw his bid for a period of 60 days.

REJECTION OF BIDS

The City of Greenville reserves the right to reject any and all bids or informalities in the bids.

BEST BID

The City shall in its opinion accept the best bid for the materials advertised and shall enter into such contracts that will maintain the safety, health, and welfare of its citizens. The City also reserves the right to waive informalities.

DISCRIMINATION AND INTIMIDATION

The prohibition against discrimination and intimidation on account of race, creed or color is stated in Sections 153.59, 153.591, and 153.60 of the Ohio Revised Code, these sections shall be made a part of these specifications the same as if written in full within.

NEGLIGENCE

The Contractor shall be liable for all the negligent acts of his operators or drivers while operating the contractor's equipment under the direction of the City.

LENGTH OF CONTRACT

The contract shall be in effect January 1, 2017 through December 31, 2017. The unit price on the proposal shall remain firm for the full term of the contract.

INSURANCE

The Contractor shall secure and pay the premium for a proper policy of Public Liability Insurance continued to hold the City of Greenville harmless during the term of the contract for loss to property or injury that may arise for any reason during the period that said equipment is being operated or chemical being handled for the City by the Contractor. The City of Greenville shall be named as an additional insured on the Certificate of Insurance. The amount of the liability guaranteed by the contract shall be not less than \$1,000,000.00 for damages for any one incident and not less than \$2,000,000.00 in the aggregate; said policy shall be filed with the Auditor of the City of Greenville, Ohio prior to the effective date of the Contract. A copy of the insurance certificate must be submitted with the contract and bond forms. This insurance is required to cover deliveries and shall be not less than \$2,000,000.00.

PERFORMANCE BOND

In accordance with Section 735.06 of the Ohio Revised Code, a Performance Bond of one hundred percent (100%) of the amount of the contract, with satisfactory sureties will be required for the faithful performance of the contract.

PAYMENT

Payment shall be made to the Contractor within thirty (30) days after the contractor's invoice has been approved by the Director of Public Safety/Service.

CITY OFFICE PHONE NUMBERS

Sewage Treatment	937-548-3530
Water Plant	937-548-2415

QUICKLIME SPECIFICATIONS

MATERIAL:

The quicklime to be furnished under this Contract shall meet or exceed ANSI/AWWA B202-07 (herein referred to as "B202"), or the latest revisions made to this specification, unless modified herein, and shall also be in accord with ANSI/NSF 60, unless sections common to both standards should conflict, in which case the B202 standards shall be in effect.

This product shall be suitable for use in the potable water industry in the treatment and softening of potable water. It shall be of the best quality, shall be freshly burned, and shall be substantially free of coarse, siliceous residue, pebbles, carbonate solids, and any other foreign objects or matter that may interfere with the use of the lime, or the slaking of the quicklime, or cause any damages to the City of Greenville's (hereinafter "City") equipment or facilities. The lime shall be classed by size known as one-half inch (1/2") with a minimal amount of dust and fine material allowed. All quicklime furnished shall be crushed and screened to be from one quarter inch (1/4") to three quarters inch (3/4") size.

The quicklime supplied under this specification shall have a guaranteed available Calcium Oxide (CaO) content greater than or equal to ninety percent. The sample quicklime analysis supplied with the bid shall indicate the available Calcium Oxide (CaO) content.

The quicklime supplied under this specification shall be highly reactive when the "Slaking Rate Test" is performed as listed in B202. This highly reactive lime shall produce a temperature rise of not less than forty degrees centigrade (40 C) in three minutes (3 min.) or less. The sample quicklime analysis supplied with the bid shall indicate the temperature rise and the time required to attain it.

The quicklime supplied under this specification shall be freshly burnt and shall be substantially free of insoluble material. The amount of such material as determined by the "Objectionable Insoluble Matter Test" listed in B202 Section 5.5 shall not exceed 5% as stated in B202 Section 4.2.1

GUARANTEE:

The bidder must state in the proposal the minimum percent available Calcium Oxide proposed and guarantees to furnish throughout the life of the contract. In awarding the contract, the proposal may be computed by the City on the basis of 100% available Calcium Oxide content, as may be deemed to be in the best interest of the City.

The Bidder must file an Affidavit of Compliance that states all quicklime to be furnished through this contract complies with all applicable requirements of B202.

TESTING- BIDDER OBLIGATIONS:

All Bidders will be required by the City to deliver representative samples of lime for analysis by the City in determining the lowest and best bidder, cost, and quality of product. The City may use any means available in determining the Bidder's qualifications and the quality and value of the product being bid, including, but not limited to, any and all of the analytical procedures contained in B202. Samples should be sent in air tight containers to the Water Treatment Plant at 4160 State Route 502 Greenville, Ohio 45331. Samples must be sent prior to bid date.

QUICKLIME SPECIFICATIONS – Page 2

Once contracted, the City reserves the right to sample and analyze any load or portion of a shipment of lime to determine compliance with the Bidder's bid statements, quality guarantee, and ability to meet these specifications, and the analytical procedures addressed above.

FAILURE TO MEET BID STATEMENTS AND/OR SPECIFICATIONS:

The City also reserves the sole right to terminate any Contract for:

- Failure of the Bidder to meet Bid statements or his Bid commitments of quality and/or content;
- Failure to make timely deliveries; or for the loss of product supply on the Bidder's end, or from his source;
- Failure of the Bidder to use suitable and capable delivery personnel, trucking company, or equipment that is in full compliance with all regulatory agencies' requirements, using road-worthy equipment, and capable of properly and adequately unloading the product at the Water Plant without undue noise or damage caused to City or adjoining property;
- Damages sustained by the Water Plant, its site or equipment due to the Bidder's staff, delivery techniques or equipment, lime quality or contamination by foreign objects.

Such termination may be in effect in as little as 30 days upon notification by the City of Greenville that any of the terms and conditions contained in these specifications is not in compliance.

Should the Bidder for any reason not be capable of making timely deliveries to the Water Plant due to strike, loss of production of lime, or supply of lime for delivery to the City, termination of this contract may be made immediately upon notice by the City, and any or all increased costs of obtaining adequate quantities, or quality, of supplies of Lime by the City may be deemed the responsibility of the Bidder.

Should the Lime delivered fail to meet Bid commitments of quality, the Bidder shall bear all expenses to remove and dispose of unsuitable materials.

SHIPMENT AND DELIVERY:

Shipment and delivery shall be made only upon telephone order by the Greenville Water Treatment Plant Superintendent, or his assigned agent. Shipment shall be made by pneumatic discharge bulk trucks only.

Timing of deliveries shall be between the hours of 7:00 AM and 3:00 PM only on weekdays, and excluding holidays. The City reserves the right to refuse delivery before 7:00 AM or after 3:00 PM. There shall be no minimum load size stipulation, nor shall there be any penalty for refusing to accept a full load at delivery.

Every delivery shall be accompanied by a weight certificate stating the total Net Weight, name of manufacturer, brand name, manufacturing codes, lot numbers, address of manufacturer and a representative sample of the truckload. It must also contain Guaranteed

to meet the requirements of B202 quicklime and contain NSF 60 certification.

QUICKLIME SPECIFICATIONS – Page 3

Every delivery shall have security seals with uniquely numbered tamper-evident seals. The seals shall be recorded and disclosed on shipping documents. Seals shall be inspected upon receipt of product by the City and evidence of tampering or removal will be reported to Carrier and Bidder. Any deliveries without seals or has evidence that it has been tampered with will be cause for rejection of delivery.

MISCELLANEA REQUIRED OF BIDDERS:

Each bidder shall include the following in his submittal:

- Source of product, whether source is under the control and ownership of the Bidder.
- Proposed carrier for deliveries. If awarded the Contract, then the carrier cannot be changed without the prior, written approval of the City.
- Contact Person, Title, Phone Number, FAX, and e-mail for placing orders for delivery to the Greenville Water Plant
- MSDS on product.

DEVIATIONS FROM SPECIFICATIONS:

Any deviations from the requirements of these specifications shall be covered in sufficient detail by the Bidder so as to enable the City to make a determination on whether to allow or to reject any deviations cited by the Bidder. Such determination shall be the sole discretion of the City.

INVOICING SHALL BE SENT TO:

City of Greenville
Water Treatment Plant
Attn: Gary Evans II, Superintendent
100 Public Square
Greenville, Ohio 45331-1471

DELIVERIES SHALL BE MADE TO:

City of Greenville
Water Treatment Plant
4160 State Route 502
Greenville, Ohio 45331-9402
(937) 548-2415

CARBON DIOXIDE SPECIFICATIONS

MATERIAL:

The carbon dioxide to be furnished under this Contract shall meet or exceed ANSI/AWWA B510-12 (herein referred to as "B510"), or the latest revisions made to this specification, unless modified herein, and shall also be in accord with ANSI/NSF 60, unless sections common to both standards should conflict, in which case the B510 standards shall be in effect.

Materials shall comply with the requirements of the Safe Drinking Water Act and other federal regulations for potable water.

Carbon Dioxide provided under this contract shall be for 99.9% pure carbon dioxide by weight, Quality Verification Level I as is listed in B510 standard. At no time shall the purity be below 99.5% purity by weight.

GUARANTEE:

The bidder must state in the proposal the water content in ppm as vapor, nonvolatile residues in ppm by a weight by weight comparison, and additional impurities. A third party laboratory report shall be included in the bid packet that shows results of all limiting characteristics of the product as is listed in Table 1 of B510. The Bidder must file an Affidavit of Compliance that states all carbon dioxide to be furnished through this contract complies with all applicable requirements of these specifications and B510.

TESTING- BIDDER OBLIGATIONS:

Once contracted, the City reserves the right to sample and analyze any load or portion of a shipment of carbon dioxide to determine compliance with the Bidder's bid statements, quality guarantee, and ability to meet these specifications. Bidder will at Owners request submit a sample in such form and volume as may be needed for further analysis.

FAILURE TO MEET BID STATEMENTS AND/OR SPECIFICATIONS:

The City also reserves the sole right to terminate any Contract for:

- Failure of the Bidder to meet Bid statements or his Bid commitments of quality and/or content;
- Failure to make timely deliveries; or for the loss of product supply on the Bidder's end, or from his source;
- Failure of the Bidder to use suitable and capable delivery personnel, trucking company, or equipment that is in full compliance with all regulatory agencies' requirements, using road-worthy equipment, and capable of properly and adequately unloading the product at the Water Plant without undue noise or damage caused to City or adjoining property;
- Damages sustained by the Water Plant, its site or equipment due to the Bidder's staff, delivery techniques or equipment, carbon dioxide quality or contamination.

Such termination may be in effect in as little as 30 days upon notification by the City of Greenville that any of the terms and conditions contained in these specifications is not in compliance.

CARBON DIOXIDE SPECIFICATIONS – Page 2

Should the Bidder for any reason not be capable of making timely deliveries to the Water Plant due to strike, loss of production of carbon dioxide, or supply of carbon dioxide for delivery to the City, termination of this contract may be made immediately upon notice by the City, and any or all increased costs of obtaining adequate quantities, or quality, of supplies of carbon dioxide by the City may be deemed the responsibility of the Bidder.

Should the carbon dioxide delivered fail to meet Bid commitments of quality, the Bidder shall bear all expenses to remove and dispose of unsuitable materials.

SHIPMENT AND DELIVERY:

Shipment and delivery shall be made only upon telephone order by the Greenville Water Treatment Plant Superintendent, or his assigned agent. Shipments shall be made by bulk trucks only.

Timing of deliveries shall be between the hours of 7:00 AM and 3:00 PM only on weekdays, and excluding holidays. The City reserves the right to refuse delivery before 7:00 AM or after 3:00 PM. There shall be no minimum load size stipulation, nor shall there be any penalty for refusing to accept a full load at delivery. If a full load is not able to be received then a weigh slip before delivery and after delivery shall be delivered to determine actual product received (Net Weight).

Every delivery shall be accompanied by a weight certificate stating product, grade, net weight at time of loading, name of manufacturer, brand name, manufacturing codes, lot numbers, seal number and address of manufacturer. It must also contain "Guaranteed by (name of manufacturer) to meet the requirements of B510 carbon dioxide and contain NSF 60 certification.

Every delivery shall have security seals with uniquely numbered tamper-evident seals. The seals shall be recorded and disclosed on shipping documents. Seals shall be inspected upon receipt of product by the City and evidence of tampering or removal will be reported to Carrier and Bidder. Any deliveries without seals or has evidence that it has been tampered with will be cause for rejection of delivery.

MISCELLANEA REQUIRED OF BIDDERS:

Each bidder shall include the following in his submittal:

- Source of product, whether source is under the control and ownership of the Bidder.
- Proposed carrier for deliveries. If awarded the Contract, then the carrier cannot be changed without prior, written approval of the City.
- Contact Person, Title, Phone Number, FAX, and e-mail for placing orders for delivery to the Greenville Water Plant
- MSDS on product.

DEVIATIONS FROM SPECIFICATIONS:

Any deviations from the requirements of these specifications shall be covered in sufficient detail by the Bidder so as to enable the City to make a determination on whether to allow or to reject any deviations cited by the Bidder. Such determination shall be the sole discretion of the City.

INVOICING SHALL BE SENT TO:

City of Greenville
Water Treatment Plant
Attn: Gary Evans II, Superintendent
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Greenville, Ohio 45331-1471

DELIVERIES SHALL BE MADE TO:

City of Greenville
Water Treatment Plant
4160 State Route 502
Greenville, Ohio 45331-9402
(937) 548-2415

WATER TREATMENT CHEMICALS PROPOSAL

I, or we, _____ hereby propose to furnish to the City of Greenville the following Water Chemicals as advertised in these specifications for the Unit Price set forth below:

*NOTE: Price per Ton, Gallon or Cylinder multiplied by estimated number of Units equals the Total Price.

1. **QUICKLIME**, 1/2" pebble bulk truckload lots, 23 Ton minimum pneumatic unloading 1,100 Tons more or less, shall meet AWWA Standard B 202-07 or latest revision, NSF 60 certified, and preceding quicklime specifications.

Specify Available CaO Content: _____

Specify Temperature Rise: _____

Specify Time to Attain Temp. Rise: _____

Specify percent (%) Insoluble Material: _____

Delivered Price Per Ton \$ _____

\$/T X 1,000 = Total Price * \$ _____

Price Policy _____

Terms _____

2. **LIQUID CAUSTIC** (Sodium Hydroxide), bulk truckload, 3,500 Gallon minimum, 33,000 Gallons more or less, shall meet AWWA Standard B 501-08 or latest revision and NSF 60 certified. Delivery requires a 60 ft. hose; no hose, delivery will be denied.

Delivered Price Per Wet Ton \$ _____

\$/G X 26,000 = Total Price * \$ _____

Price Policy _____

Terms _____

3. **LIQUID CHLORINE**, 3 Tons more or less, in 2000 LB. cylinders, delivered in 1 cylinder lots, shall meet AWWA Standard B 301-10 or latest revision and NSF 60 certified.

Delivered Price Per Ton \$ _____

\$/T X 6 = Total Price * \$ _____

Price Policy _____

Terms _____

4. **LIQUID CHLORINE**, 3 cylinders more or less, in 150 LB. cylinders, delivered in 2 cylinder lots, shall meet AWWA Standard B301-10 or latest revision and NSF 60 certified.

Delivered Price Per Cylinder \$ _____

\$/Cylinder X 14 = Total Price * \$ _____

Price Policy _____

Terms _____

5. **LIQUID ALUM**, 36,000 Gallons more or less, delivered in tank truck lots shall meet or exceed AWWA Standard B 403-09 or latest revision and NSF 60 certified. Delivery requires a 80 ft. hose; no hose, delivery will be denied.

Delivered Price Per Gallon \$ _____

\$/G X 30,000 = Total Price * \$ _____

Price Policy _____

Terms _____

6. **SODIUM HEXAMETAPHOSPHATE**, 7 Tons more or less, in 50 LB. bags, delivered in 1 Ton lots, shall be glass plates, shall meet or exceed the AWWA Standard B502-11 or latest revision and NSF 60 certified. The supplier is responsible for bringing a pallet jack to unload product.

Delivered Price Per Ton \$ _____

\$/T X 12 = Total Price * \$ _____

Price Policy _____

Terms _____

7. **SULFUR DIOXIDE**, 26 cylinders more or less, delivered in 150 LB. cylinders, in 2 cylinder lots.

Delivered Price Per Cylinder \$ _____

\$/Cylinder X 26 = Total Price * \$ _____

Price Policy _____

Terms _____

Bidding Company (printed)

BIDDING COMPANY: _____

SIGNED: _____

ADDRESS: _____

NAME PRINTED: _____

TITLE: _____

FEDERAL ID #: _____

PHONE: _____

E-MAIL: _____

STATEMENT OF BIDDER
Concerning CAT / Corporate Taxes
(No Delinquency)

STATE OF _____)

SS.

COUNTY OF _____)

_____, being the _____
(Name of person making statement) (Title/Position)
of _____,
(Name of Bidder or Company)

being first duly cautioned and sworn according to law does hereby swear or affirm as follows:

1. That as of _____, _____
(date) (name of bidder)
was not charged with any delinquent CAT / Corporate taxes on
the general tax list of personal property of **Darke County, Ohio**.
2. That I understand that a copy of this Statement shall be
incorporated into the contract to be entered between
(name of bidder) and the City of Greenville, Ohio.

Further Affiant sayeth naught.

(signature of person making statement)

Sworn to and subscribed in my presence this _____ day of
, 20____, at _____ County, _____.

Notary Public
My Commission Expires _____

STATEMENT OF BIDDER

Concerning CAT / Corporate Taxes
(Delinquency)

STATE OF _____)

SS.

COUNTY OF _____)

being _____ the

(Name of person making statement)

(Title/Position)

, being first

duly

(Name of bidder or company)

cautioned and sworn according to law does hereby swear or affirm as follows:

AMOUNT OF UNPAID DELINQUENT TAX/PENALTY & INTEREST/TOTAL DUE

- a. _____
- b. _____
- c. _____
- d. _____

That I understand that a copy of this Statement shall be incorporated into the Contract to be entered between _____ (name of bidder) and the City of Greenville, Ohio.

Further Affiant sayeth naught.

(Signature of person making statement)

Sworn to and subscribed in my presence this _____ day of _____, 20____, at _____ County, _____.

Notary Public
My Commission Expires _____

NON-COLLUSION AFFIDAVIT

STATE OF _____)

SS.

COUNTY OF _____)

_____,being first duly sworn, deposes and says that he is _____ (sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any bidder or person, to put in a sham bid, or that such person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Greenville, Ohio or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

SWORN to and subscribed before me
this ____ day of _____
20_____.

Notary Public in and for
_____County,_____
My Commission Expires_____