

BID REQUEST AND SPECIFICATIONS
FOR
LIQUID CHLORINE
AND
OTHER WATER TREATMENT CHEMICALS
FOR

SOUTHWEST OHIO PURCHASERS FOR GOVERNMENT
(SWOP4G)

AND

CITY OF SIDNEY
SIDNEY, OHIO

SEALED BIDS TO BE RECEIVED AT:

OFFICE OF THE PURCHASING MANAGER
201 WEST POPLAR STREET
SIDNEY, OHIO 45365-2720

UNTIL 11:30 A.M., LOCAL TIME, THURSDAY, DECEMBER 18, 2008

INVITATION TO BID

The City of Sidney and the Southwest Ohio Purchasers for Government, a cooperative purchasing association, invite your firm's bid on **LIQUID CHLORINE AND OTHER WATER TREATMENT CHEMICALS** as described in the accompanying specifications. Sealed bids clearly marked "**BID FOR LIQUID CHLORINE AND OTHER WATER TREATMENT CHEMICALS**" will be accepted in the office of the City Purchasing Manager, 201 W. Poplar Street, Sidney, Ohio 45365, until **11:30 A.M., LOCAL TIME, THURSDAY, DECEMBER 18, 2008.**

Each bid must be submitted on the enclosed Bid Proposal Form and must be accompanied by a bid bond or a certified check in the amount of five percent (5%) of the total bid. The City of Sidney and SWOP4G reserve the right to reject any or all bids, to waive irregularities, and to award that bid which is deemed to be in their own best interest.

Additional information concerning this bid may be obtained by contacting the office of the Purchasing Manager, Gary Gerkey, 201 W. Poplar Street, Sidney, Ohio 45365, or phone (937) 498-8116.

Gary Gerkey

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**SPECIFICATIONS FOR
LIQUID CHLORINE AND OTHER WATER TREATMENT CHEMICALS**

1.0 SCOPE

- 1.1 This bid is for furnishing, during the period of the contract, the commodities listed herein as periodically required by participating entities.

2.0 QUANTITY

- 2.1 The approximate quantities to be purchased for the year are listed in the bid. They may vary; the City of Sidney and SWOP4G do not guarantee any specific quantities to be purchased under the contract.

3.0 BID SUBMISSION AND OPENING

- 3.1 It is the intent of the participating entities to enter into a contract for one year's supply of liquid chlorine and other water treatment chemicals. It is understood and agreed that this proposal shall cover the period beginning with the date of execution of this contract and extend through December 31, 2009, or for up to an additional thirty (30) days, as may be necessary for presentation and acceptance of a new proposal.

4.0 BID SUBMISSION AND OPENING

- 4.1 Sealed bids may be withdrawn in person by a bidder or his authorized representative, by signing a receipt for the bid, if the withdrawal is made prior to bid opening. They may be submitted again, sealed, prior to bid opening.

No bid may be withdrawn or modified after the bid opening unless the award has been delayed over forty-five (45) days.

- 4.2 The City of Sidney and SWOP4G reserve the right to postpone the bid opening for their own convenience.
- 4.3 The City of Sidney and SWOP4G reserve the right to award separate contracts as indicated in their own best interest, unless otherwise specified by the bidder.
- 4.4 The City of Sidney and SWOP4G reserve the right to reject any or all bids, waive informalities, and make an award deemed in their own best interest.

5.0 AWARD, DELIVERY, AND INVOICING

- 5.1 In making an award, each participating entity will issue its own purchase order, or letter of intent, committing their estimated portion of this request.
- 5.2 Deliveries shall be made at the designated municipal facility of the participating entity during their normal receiving hours, unless other arrangements have been made prior to delivery. Delivery personnel may be required to provide company picture identification prior to unloading.
- 5.3 Invoices shall be sent directly to each participating entity.

6.0 FREIGHT TERMS

- 6.1 Bidder shall submit all pricing F.O.B. delivered to the designated municipal facility of each participating entity. Bidder shall pay all freight charges.

7.0 LAWS AND REGULATIONS

- 7.1 All chemicals listed in this bid shall meet AWWA and U.S. FDA specifications and be approved by the Ohio Environmental Protection Agency (OPEA), and the National Sanitation Foundation (NSF).

In compliance with Rule 3745-83-03 of the Ohio Administrative Code, consideration will be given only to those bidders whose chemicals, substances, and materials are listed on the current approval schedule of the Ohio Environmental Protection Agency; or can otherwise present proof of approval.

- 7.2 Bidder shall provide Material Safety Data Sheets (MSDS) and complete chemical analysis information for each chemical bid. Failure to provide these documents may cause the bid to be rejected.

8.0 INSURANCE AND SAFETY

- 8.1 The successful bidder (supplier) may be required to show proof of adequate liability insurance in the event of personal injury or property damage caused by their product or personnel.
- 8.2 The successful bidder (supplier) shall be responsible for any chemical spills that occur during the unloading of the chemical. Any chemical spill must be cleaned up and properly disposed of by the supplier in an appropriate manner prior to leaving the entity's facility.

9.0 BONDS AND AFFIDAVITS

9.1 BID BOND

- 9.1a Every bid shall be accompanied by a certified or cashier's check drawn on a solvent bank payable to the City of Sidney or a Bid Bond executed by a surety authorized to do business in the State of Ohio, in the amount of not less than five percent (5%) of the total amount of the bid.
- 9.1b The condition of every such bid bond or certified check shall be that if the bidder, constituting a successful bidder, shall fail, refuse or neglect within fifteen (15) days after notice of an award to execute an appropriate contract, the amount of such bid bond or certified check shall be forfeited.
- 9.1c In case of alternate bids, only one bid bond or certified check will be required provided in the amount equal to at least five percent (5%) of the highest gross bid.
- 9.1d Bid bonds or checks of all but the best and lowest two bidders will be returned promptly after the bid opening and execution and securing of the contract.

9.2 NON-COLLUSION AFFIDAVIT AND DISQUALIFICATION

- 9.2a Bidder shall execute a non-collusion affidavit on the form furnished by SWOP4G, a copy of which is included with specification.
- 9.2b No contract shall be deemed to be fully executed until this affidavit has been properly executed.

9.3 DISCLOSURE OF PERSONAL PROPERTY TAXES AFFIDAVIT

- 9.3a Bidder shall execute a Disclosure of Personal Property Taxes Affidavit on the form furnished herein by the City in compliance with section 5719.042 of the Ohio Revised Code.

10.0 CONTRACTOR REQUIREMENTS

- 10.1 Successful bidder shall provide a toll-free or collect call phone number for ordering chemicals.

11.0 ADDENDUMS AND/OR QUESTIONS

- 11.1 Any addendums to this bid will be made available to all known bidders, prior to the bid opening.
- 11.2 Specification questions should be directed to Gary Gerkey, Purchasing Manager, City of Sidney, (937) 498-8116.

12.0 EQUIVALENT EQUIPMENT, MATERIAL AND SUPPLIES

- 12.1 References to a particular trade name, manufacturer's catalog or model number in the specifications are made for descriptive purposes to guide the bidder in interpreting the requirements of the City and SWOP4G. They should not be construed as excluding bids on other types of materials, equipment, and supplies. Bids will be considered for any brand which meets or exceeds the quality of the specification listed for all items. However, the bidder, if successful, will be required to furnish the particular item described herein, unless a departure or substitution is clearly noted and described in the bid. Sufficient detailed information must be submitted with the bid to allow a determination to be made that the products proposed are equivalent to those named.

13.0 EQUAL OPPORTUNITY

- 13.1 The contractor/supplier agrees that he will not discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, physical handicap, sex or political affiliation, and that he will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religious creed, physical handicap, ancestry, sex or political affiliation.

NON-COLLUSION AFFIDAVIT

STATE OF _____)
)ss
COUNTY OF _____)

, being first duly sworn, deposes and
says that he is _____ (sole) owner, a partner, president, secretary, etc., of

_____ the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, or connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price; or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof or in the content thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith; to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed:

Title

Subscribed and sworn to before me this _____ day
of _____, 20_____.

Seal of Notary

Notary Public

DISCLOSURE OF PERSONAL PROPERTY TAXES

STATE OF OHIO)
)ss:
COUNTY OF SHELBY)

The undersigned being first duly cautioned and sworn says that he is the _____ (Title)
of _____, who made a bid for an improvement project or for the purchase of services (Company)
and supplies for the City of Sidney, Ohio, involving the competitive bid process;

That Affiant says that he is familiar with Section 5719.042 of the Ohio Revised Code rewritten below and that he submits to the City of Sidney Finance Officer as the Taxing District Fiscal Officer this statement affirmed under oath that as the person with whom the municipal contract is made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district known as the City of Sidney has territory or that such person was charged with delinquent personal property taxes on any such tax list;

This statement sets forth in full, the amount of such due and unpaid delinquent taxes and any dues and unpaid penalties and interest thereon as specified by Section 5719.042 which is made a part of this Affidavit;

The Affiant says that if this statement indicates that the taxpayer was charged with any such taxes, a copy of the statement; with the permission of the taxpayer, which is hereby given, shall be transmitted by the Finance Officer of the City of Sidney to the County Treasurer within thirty days of the date this statement is submitted.

Affiant further says that a copy of the statement shall also be incorporated into the contract between the City of Sidney and agrees that no payment shall be made with respect to any contract to which Section 5719.042 Revised Code applies unless such statement has been so incorporated as part thereof.

Section 5719.042. After the award by taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the District's fiscal officer 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 personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any dues and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the County Treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as part thereof.

Signed

Sworn to and subscribed before me a Notary Public by _____ this _____ day of _____, 20_____.

LIQUID CHLORINE SPECIFICATIONS

CHLORINE SPECIFICATIONS

All liquid chlorine and containers supplied by this bid shall conform fully to AWWA B301-87 Standard for liquid chlorine.

The liquid chlorine supplied shall be standard liquid chlorine for use as a disinfectant for water and wastewater treatment. The chlorine shall be 99.5% pure by volume as obtained from vaporized liquid chlorine.

The participating public entities may require that a sample of liquid chlorine be tested to determine the accuracy of the bidders stated purity. Analysis of the sample shall be performed in a laboratory of the entity's choice. If the sample purity is less than the state purity, the cost of the analysis shall be paid by the bidder.

AFFIDAVIT

Each bid shall be accompanied by an affidavit stating the purity of the product to be provided and its suitability for the intended uses of the participating public entities.

SAFETY REQUIREMENTS/TRAINING

Contractor shall employ only handling procedures which conform fully to the most current safety guidelines promulgated by the Chlorine Institute, Inc.

All chlorine containers will be carefully examined upon receipt. Any containers which exhibit evidence of leakage, structural damage, corrosion, metal fatigue, improper handling or filling, excessive layers of loose and peeling paint, or insufficient maintenance shall be rejected and ordered removed from the site. Any containers arriving with a pressure exceeding the vapor pressure of the liquid chlorine shall be rejected. All containers supplied under this contract shall be maintained in such a manner as not to subject those persons working near them to an undue hazard.

All valves shall be clean, free of dirt, and able to be operated by the use of conventional tools designed for that purpose. Any containers having valves which may not be operated by the use of conventional tools will be set aside and the supplier ordered to remove them from the site within twenty-four (24) hours.

The supplier shall be responsible for any chemical spills that occur during the unloading of the chemical. Any chemical spill must be cleaned up and properly disposed of by the supplier prior to leaving the treatment facility.

The net weight and tare weight of each container shall be affixed to each container in a secure manner. Successful bidder shall provide a safety training seminar for all employees at the Water and Wastewater Treatment facilities, if so requested by the participating entities. The training shall include cylinder handling, safety procedures, and demonstrations of the proper use of emergency repair kit and self-contained breathing apparatus. Training shall be provided by qualified personnel with actual chlorine emergency experience. All training shall be scheduled at the convenience of the participating entities.

EMERGENCY RESPONSE CREW

It is required that each bidder state yes or no with regard to whether it will provide each participating public entity listed on the chlorine bid with an appropriately trained emergency response crew and vehicle fully equipped with all necessary container repair kits and self-contained breathing apparatus to properly respond to an emergency arising from uncontrolled discharge of the material provided.

Bidder shall state what emergency response crew will be used and a separate emergency telephone list. The emergency response crew must be capable of responding to an emergency within two (2) hours of notification that an emergency exists. Bidder shall state that his emergency response crew will be provided at no cost, or if this is not the case, the cost to be charged for such emergency responses shall be stated.

TRANSPORTATION

City of Sidney requires delivery to be made on flat bed truck.

CYLINDER DEPOSITS

The Southwest Ohio Purchasers for Government (SWOP4G) shall not be charged a cylinder deposit on 2000 lb. or 150 lb. chlorine cylinders.

HYDROFLUOSILICIC ACID (HFS)

CHEMICAL SPECIFICATIONS

Material shall be a liquid containing a minimum of twenty-five percent (25%) HSF and comply fully with AWWA Standard B703-89.

PACKAGING/LABELING

Hydrofluosilicic acid (HFS) shall be delivered in returnable, acid-resistant plastic drums. Each drum shall be legibly marked with the name of the acid, net weight of the contents, percent strength of the acid, lot number, manufacturer's name and address, and shall bear such other markings as are required by applicable law.

DRUM DEPOSIT

The Southwest Ohio Purchasers for Government (SWOP4G) shall not be charged a drum deposit on 550# or 150# drums.

SULFUR DIOXIDE

CHEMICAL SPECIFICATIONS

All sulfur dioxide delivered shall conform to AWWA Standard B512-91. Product shall be free of moisture, contaminants, or any other deleterious materials that could clog valves, rotameters, or other feed equipment.

HANDLING AND SAFETY

One hundred and fifty (150) pound and one ton cylinders shall be delivered and unloaded by the supplier. All regulations governing the transport and handling shall be followed where required.

Any cylinders showing evidence of leakage, damage, or corrosion will be rejected. Cylinders shall be shipped with valve protection hoods in place. All cylinders must be equipped with standard container valves and fusible metal plugs.

CYLINDER DEPOSIT

The Southwest Ohio Purchasers For Government (SWOP4G) shall not be charged a cylinder deposit.

LIQUID CARBON DIOXIDE

The liquid carbon dioxide shall:

1. Meet American Water Works (AWWA) Standard B510-89.
2. Be delivered in full truckloads of approximately 19 tons. Deliveries of lesser amounts will be permitted with the permission of the Superintendent.

The tank trucks must be of a suitable condition for the hauling of this material and shall not contain any substances that might impair the usefulness of the material in treating raw water for eventual human consumption.

Payment will be based on the difference of the amount on the truck gauge before unloading the product and the amount on the truck gauge after unloading the product into the bulk tank located at the water treatment facility.

**SOUTHWEST OHIO PURCHASERS FOR GOVERNMENT
BID PROPOSAL FORM**

REFER TO:

Date Issued: December 3, 2008

Gary Gerkey
Purchasing Manager
City of Sidney
(937) 498-8116

Project Title: Liquid Chlorine & Other Chemicals

Date Due: 11:30 A.M., Thursday, Dec. 18, 2008

Bid Number: #08-CHL-G

SEALED BIDS, subject to the General Conditions, Bidder Instructions, and information, will be received at the Office of the Purchasing Manager, City of Sidney, 201 W. Poplar St., Sidney, Ohio 45365, until 11:30 A.M., local time, on Thursday, December 18, 2008, at which time they will be opened and publicly read. The scope of this bid is indicated by the items listed hereunder and in accordance with the specifications herein.

Item	Quantity	Unit/ Measure	Description	Unit Price	Amount
			<u>Please Note:</u> A) All items must be quoted F.O.B. Delivered to the participating entity's designated facility B) Bidder must note any minimum release quantities or other special terms wherever applicable		
1	64	Tons	Liquid Chlorine – One Ton Cylinders <u>NO DEPOSIT CHARGE</u> Deliver to: Sidney (32), Piqua (15), New Carlisle* (3), Tipp City-NAWA (14) New Carlisle prefers to purchase cylinders with only 1500 Lbs. per cylinder		

Item	Quantity	Unit/ Measure	Description	Unit Price	Amount
2	58,800	Lbs	<p>Liquid Chlorine – 150# Cylinders</p> <p><u>NO DEPOSIT CHARGE</u></p> <p>Deliver to: Fairborn (153), West Carrollton (45), Indian Hill (35), Monroe (36), Versailles (15), Milford (92), Farmersville (16)</p>		
3	39,300	Gals	<p>Liquid Chlorine – Bulk Delivery</p> <p>Deliver to: Enon (3,300 gals.), New Carlisle (3,500 gals.), Mason (6,000 gals.), Indian Hill (2,500), Trenton (4,500), Upper Arlington (17,000), Versailles (2,500)</p>		
4	1,100	Gals	<p>Liquid Chlorine (55 gal. drums)</p> <p><u>NO DEPOSIT CHARGE</u></p> <p>Deliver to: West Carrollton (20)</p>		
5	15,700	Gals	<p>Hydrofluosilicic Acid (HFS) – Bulk Delivery</p> <p>Deliver to: Middletown (10,000 gals.), Piqua (4,200 gals.), Indian Hill (1,500)</p>		
6	95,700	Lbs	<p>Hydrofluosilicic Acid (HFS) – 550# Drums</p> <p>Deliver to: Sidney (90), Fairborn (64), Bellbrook (20)</p> <p><u>NO DRUM DEPOSIT</u></p>		

7	55,950	Lbs	Hydrofluosilicic Acid (HFS) – 150# Drums Deliver to: Indian Hill (90), West Carrollton (100), Monroe (50), Enon (75), Milford (58) <u>NO DRUM DEPOSIT</u>		
8	600	Tons	Liquid Carbon Dioxide Deliver to: Sidney (210), Middletown (100), Piqua (100), Versailles (30), Milford (160)		
9	10,950	Lbs	Sulfur Dioxide – 150# Cylinders <u>NO DEPOSIT CHARGE</u> Deliver to: New Carlisle (16), Farmersville (12), Milford (45)		
10	3	Tons	Sulfur Dioxide – One Ton Cylinders <u>NO DEPOSIT CHARGE</u> Deliver to: Sidney (3)		

EXECUTION OF BID

We, the undersigned have read all the requirements set forth in this bid proposal including specifications, instructions to bidders, conditions and pertinent information regarding the articles and/or services being bid on, and we agree to furnish these articles at the prices stated herein.

BIDDER _____ ADDRESS _____

BY _____ TELEPHONE NUMBER _____

(Person Authorized to Sign Bids)

TOLL FREE TELEPHONE NUMBER _____

(Title) FAX NUMBER _____

Please Indicate: INDIVIDUAL () PARTNERSHIP () CORPORATION () OTHER ()

**UNSIGNED BIDS WILL BE REJECTED
BIDS ARE SUBJECT TO REJECTION UNLESS SUBMITTED ON THIS FORM**

**THE CITY OF SIDNEY AND SWOP4G RESERVE THE RIGHT TO REJECT
ANY AND ALL BIDS**

SWOP4G 2008
BIDDERS LIST
#08-CHL-G

1. Praxair Corp.
Attn: Steve Schoper
7000 High Grove Blvd.
Burr Ridge, IL 60521
2. Ulrich Chemical, Inc.
3111 N. Post Road
Indianapolis, IN 46226
3. KOK Products
700 South Three B's & K Rd
Galena, Ohio 43021
4. JCI/Jones Chemical Inc.
600 Bethel Avenue
Beech Grove, IN 46107
5. Airgas Carbonic
3700 Crestwood Pkwy, Suite 200
Duluth, GA 30136-5583
6. Brenntag Mid-South, Inc.
Attn: Greg Brown
110 Carley Drive
Georgetown, KY 40324
7. Airliquide America
5230 S. East Avenue
Countryside, IL 60525
8. SAL Chemical Co.
Half Moon Industrial Pk.
3036 Birch Dr.
Weirton, WV 26062
9. Univar USA, Inc.
4600 Dues Dr.
Cincinnati, Ohio 45246
10. Bonded Chemicals, Inc.
2645 Charter Street
Columbus, Ohio 43228

11. Carus Chemical Corp.
PO Box 599
Peru, IL 61354-0599
12. Miami Products & Chemical co.
PO Box 486
Dayton, Ohio 45401
13. Continental Carbonic Products, Inc.
3985 E. Harrison Avenue
Decatur, IL 62526
14. BOC Gases
Attn: Kara Donnelly
575 Mountain Avenue
Muray Hills, NJ 07974
15. Tri-State Carbonic, LLC
Attn: Casey Nanz
1300 Schenley Place
PO Box 4171
Lawrenceburg, IN 47025
16. OP Aquatics
5743 Westbourne Avenue
Columbus, Ohio 43213
17. EPCO Carbon Dioxide
Attn: Greg Machovina
407 Gateway Blvd.
Huron, OH 44839
18. Waterblog.com
Attn: Glenn Oliver
453 Martin L. King, Jr. Blvd.
Detroit, Michigan 48201
19. Gulbrandsen Technologies Inc.
Attn: Subin Nair
2 Main St.
PO Box 5523
Clinton, NJ 08809