

## CITY OF ELYRIA, OHIO BID SPECIFICATIONS

WATER PUMPING
PLANT
AND
WASTEWATER POLLUTION
CONTROL PLANT

BID OPENING March 30,2023

2:00 pm

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### NOTICE TO BID

Separate sealed bids will be received by the Mayor of the City of Elyria, Ohio in the Office of the Safety Service Director, City Hall Building, 3<sup>rd</sup> Floor, 131 Court Street, Suite 301, Elyria, Ohio 44035 until 2:00 p.m. Local Time on Thursday March 30. 2023. at which time they will be opened and publicly read aloud for the purchase of various chemicals for the Water Pumping Plant and the Wastewater Pollution Control Plant for the City of Elyria. Said specifications are available in the Office of the Safety Service Directors, Attention: Matt Lundy, 131 Court Street, Suite 301, Elyria, Ohio 44035, (440) 326-1404, or on the city's website at <a href="https://www.cityofelyria.org">www.cityofelyria.org</a>.

Each bid must contain the full name of every person or company interested in same and must be accompanied by a bid guaranty. The bid guaranty must meet all requirements of Section 153.54 of the Ohio Revised Code and must be either a certified check or a cashier's check on a solvent bank in the amount equal to **ten percent (10%)** of the total bid price, or a bid guaranty with surety acceptable to the City of Elyria in the <u>full</u> amount of the bid as a guarantee that if said bid is accepted, the contract will be entered into and its performance properly secured. Check or bond furnished by the unsuccessful bidder(s) will be returned as soon as possible after a contract has been entered into by and with the successful bidder(s). Successful bidder(s) shall be <u>required</u> to have a **Performance Bond in the total amount of the contract**.

All bidders must comply with the provision of Chapter 167 of the Elyria Codified Ordinances as amended. Bidders must have been pre-certified or submit an acceptable Affirmative Action Plan with the bid submission. Prospective bidders may contact the City's Equal Opportunity Representative Jean Yousefi at (440) 326-1414 for information on pre-certification. No contract will be awarded unless the EEO Office reviews an acceptable Affirmative Action Plan, approved and incorporated into the contract. Each bidder must complete and sign the Elyria Equal Opportunity Clause, which is included with the specifications. The project specifications provide further details on State EEO and Affirmative Action requirements.

The City reserves the right to waive any technicalities, informalities or irregularities or to reject any or all bids received, and to accept any bid with any combination of alternatives which is deemed most favorable to the City of Elyria, Ohio at the time and under the conditions stipulated in the project documents.

Published by Order of: Frank Whitfield, Mayor C.T

March 6, 2023 March 13, 2023 March 20, 2023

### **INSTRUCTION TO BIDDERS**

### **SPECIFICATIONS:**

Bidders are advised to examine the Specifications, Notice to Bid, Instructions to Bidder, and any other pertinent documents, which are required to be filed with bid, in order that they may be fully informed as to the amount and nature of items to be furnished or purchased by the City of Elyria under this bid.

### PROPOSAL:

**EACH** proposal shall be submitted in a **SEALED** envelope, addressed to the Mayor of the City of Elyria in care of the Safety Service Director at 131 Court Street, Suite 301, Elyria, Ohio 44035 and shall *bear the following:* 

NAME OF THE BIDDER
ADDRESS OF THE BIDDER
PROJECT BEING BID

### LATE PROPOSALS:

Absolutely no proposals will be received after 2:00 p.m., Local Time on Thursday, March 30, 2023.

### **NAME OF BIDDERS:**

Each proposal must contain the full name and address of each person, firm or company interested therein. In the case of a partnership, the name and address of each partner must be stated. The said bid proposal submitted to the Office of the Safety Service Director must be signed by the Corporate or Individual name of the bidder. In the case of a corporation, the title of the officer signing must be stated. In the case of a partnership, the signature of at least one (1) of the partners must follow the firm name.

### **COMPETENCY OF BIDDER:**

During a review of the bids, the Bidder shall furnish the City of Elyria, *upon request*, information and evidence satisfactory to the Mayor, that the Bidder has the necessary experience, ability, facilities, and financial resources to fulfill the conditions of the contract and specifications.

### PROPOSALS WITHDRAWAL:

After a proposal has been deposited as above noted, no proposal shall be returned for any reason, nor will any modification of any proposal shall be accepted.

### **RIGHT TO ACCEPT OR REJECT PROPOSALS:**

The City of Elyria reserves the right to reject any or all proposals, or parts thereof, to waive any informalities or irregularities in the bids/proposals received, and to accept any proposal which is deemed most favorable to the City of Elyria.

### **ACCEPTANCE OF PROPOSALS:**

The City of Elyria reserves the right to accept proposals of any items within thirty (30) days after the same has been received as above noted.

### **CONTRACT:**

The contract shall be provided by the City of Elyria and will be submitted to the vendor who receives the award of the contract as soon as possible after the award has been made. The contract shall first be properly signed by the vendor and returned to the City of Elyria as further instructed by letter. After the City of Elyria fully executes the contract, an original contract will be returned to the vendor. The contract will represent the City's order for such item(s); however, a purchase order number will follow the contract at the vendor's request.

### **PERFORMANCE BOND:**

The successful Bidder *will be* required to file a performance bond for the faithful performance of the contract in a sum not less than the total amount of the contract. Said bond to be that of a surety company acceptable to the Mayor, and the submittal of the bond will be decided upon by the Mayor or the Safety Service Director.

### **DELIVERY**:

Delivery will be made to the Wastewater Pollution Control Plant and the Waterworks Plant according to the specifications.

### SPECIAL NOTATION FOR CHEMICAL SPECIFICATIONS:

PLEASE INCLUDE IN YOUR PROPOSALS ONLY THE BID FORM(S) FOR THE CHEMICAL(S) ON WHICH YOUR COMPANY IS PROVIDING A BID. PLEASE DISCARD ALL OTHER PAPERWORK.

Sponsored by Utilities

- D. Mitchell
- B. Davis
- D. Simmons
- M. Corbin II
- K. Oswald

### ORDINANCE NO. 2023- / A

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT FOR CHEMICALS FOR THE WASTEWATER POLLUTION CONTROL (WWPC) PLANT FOR CHEMICALS FOR YEARS 2023 AND 2024, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ELYRIA, STATE OF OHIO:

SECTION 1: That the Mayor be and hereby is authorized to advertise for bids and enter into a contract for chemicals for the WWPC Plant for years 2023 and 2024. The chemicals and estimated quantities thereof, which are subject to change as determined by the WWPC Superintendent, are as follows:

CHEMICALQUANTITYFerric Chloride350 dry tonsSodium Hydroxide (caustic soda)50 dry tonsPolymer (settling aid)15,000 poundsPolymer (sludge conditioning)20,000 poundsSodium Hypochlorite48 totes (16,000 gallons)

SECTION 2: That the expenditure referred to in Section 1 shall be charged against and paid from the WWPC Fund, WWPC Department, Operating and Maintenance Account.

SECTION 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in meetings open to the public, in compliance with Ohio law.

SECTION 4: That this Ordinance be and hereby is declared to be an emergency measure, the emergency being the current contracts for said chemicals are due to expire, and is necessary for the immediate preservation of the public peace, health, safety or welfare of the people of the City of Elyria; wherefore, provided the declaration of emergency receives the affirmative vote of three-fourths of all members of Council, this Ordinance shall be in full force and effect from and immediately after its passage and approval; otherwise, it shall take effect and be in force from and after the earliest period allowed by law

PASSED: 1/17/2023 Wictor F. S

ATTEST. Michael Stro III Clark

Frank Whitfield, Mayor  DATE: 61/17/23
Approved as to form:
Amanda R. Deery, Law Director
CERTIFICATE OF PUBLICATION
THE UNDERSIGNED CLERK OF COUNCIL OF THE CITY OF ELYRIA, OHIO, HEREBY CERTIFY THAT THE FULL TEXT OF THE FOREGOING ORDINANCE NO. 2023-/2 WAS POSTED IN THREE PLACES WITHIN THE CITY AS DETERMINED BY COUNCIL, AND THAT SUCH PLACES WERE AS FOLLOWS: CITY HALL, CENTRAL FIRE STATION AND THE POLICE STATION.  DATED: //18/2023  CLERK OF COUNCIL CITY OF ELYRIA, OHIO
Date presented to the Mayor: $1/17/2023$

Sponsored by: Utilities D. Mitchell

B. Davis
D. Simmons
M. Corbin III

K. Oswald

ORDINANCE NO. 2023- 13

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT FOR CHEMICALS FOR THE WATER PUMPING PLANT FOR YEARS 2023 AND 2024, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ELYRIA, STATE OF OHIO:

SECTION 1: That the Mayor be and hereby is authorized to advertise for bids and enter into a contract for chemicals for the Water Pumping Plant for years 2023 and 2024. The chemicals and estimated quantities thereof, which are subject to change as determined by Water Pumping Plant Superintendent, are as follows:

CHEMICAL	QUANTITY
Chlorine	90 tons
Orthophosphate	60 tons
Fluoride	45 tons
Potassium Permanganate	4 tons
PAC (Carbon)	60 tons
ACH	350 tons
Polymer (centrifuge)	12,000 gallons

SECTION 2: That the expenditure referred to in Section 1 shall be charged against and paid from the Water Fund, Water Pumping Department, Operating and Maintenance Account.

SECTION 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in meetings open to the public, in compliance with Ohio law.

SECTION 4: That this Ordinance be and hereby is declared to be an emergency measure, the emergency being the current contracts for said chemicals are due to expire, and is necessary for the immediate preservation of the public peace, health, safety or welfare of the people of the City of Elyria; wherefore, provided the declaration of emergency receives the affirmative vote of three-fourths of all members of Council, this Ordinance shall be in full force and effect from and immediately after its passage and approval; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1/17/2023

Wictor F. Stewart III, President

ATTEST: Manual Manual Michael M. Lorko III, Clerk

- APPROVED: <u>1/17/30</u>.

Frank Whitfield, Mayor
DATE: 01/17/23

Approved as to form:

Amanda R. Deery, Law Director

### CERTIFICATE OF PUBLICATION

DATED: 1/18/3033 Million CLERK OF COUNCIL CITY OF ELYRIA, OHIO

Date presented to the Mayor: 1/18/3033

Coyne Chemical	Aulick Chemical Solutions	Carbon Activated Corporation	Shannon Chemical Corporation	USALCO Fairfield Plant, LLC	Chemtrade Chemicals US LLC	Polydyne Inc. (SNF Inc.)	JCI Jones Chemicals,Inc.	Cabot Norit Americas Inc.	PVS Technologies, INC	Kemira Water Solutions, Inc.	SAL Chemical Company	Chemical Corporation	Carus Corporation)	Carus LLC (a/k/a	Bonded Chemicals Inc		Company			
***NO BID***							\$1,474.00					***NO BID***				Chlorine			The Ci	!
			\$6,527.49								4,659.00			er jone on	\$7 560 00	Potassium Permanganate			ity of Elyria   13	
				\$718.00	\$1,380.00					\$880.00						Aluminum Chirohydrate ACH	Water		The City of Elyria   131 Court Street, Suite 301, Elyria, OH 44035 Office of Safety Service	
														45/000.00	53,060,00	Sodium	Water Pumping Chemicals	7-Mar-22	te 301, Elyria	! !
						\$10.38										Anionic Polymer	cals		, ОН 44035 О	
	\$1,324.00		\$2,577.19										\$1,540.00			Orthophosphate			ffice of Safety	
		\$1,540.00						\$2,420.00						er/monton	\$2 480 00	Powdered Activated Carbon			ervice	
							\$2.00/gal				\$2.12/gal			Par Jean		Sodium Hypochlorite				
									\$773.00	\$820.00						Ferric Chloride		П	Yellow = Lowest Bid	
														daya control	\$1 164.00	Sodium Hydrox. (Caustic Soda)	Wastewater Plant		- extend	
						\$2.24/lb										Organic Sodium Polyelectrolytes Hydrox. (Polymer) For (Caustic Soda) Settling Aid	ant Chemicals			
						\$2.24/lb										Organic Polyelectrolytes (Polymer) For Sludge Conditioning				
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# WATER WORKS PUMPING PLANT CHEMICAL SPECIFICATIONS



### CHEMICALS TO BE BID FOR THE WATER WORKS (PUMPING) PLANT

	CHEMICAL	AMOUNT:	PAGE:
4	Orthophosphate	60 tons, liquid basis	10-13
4	Chlorine	90 tons	14-17
4	Potassium Permanganate	4 tons	18-21
4	Aluminum Chlorohydrate (ACH)	350 tons	22-25
4	Sodium Fluorosilicate	45 tons	26-29
4	Powdered Activated Carbon	60 tons	30-33
4	Polymer (centrifuge)	12,000 gallons	35-38

### Elyria Water Works Orthophosphate 2023-2024 Bid Form

<ol> <li>% Phosphate as Orthophosphate (PO<sub>4</sub></li> </ol>	ı)		<u>%</u>
2. Phosphate as P <sub>2</sub> O <sub>5</sub>	707.1	100	%
3. Solution pH	(% by	Weight)	
4. Density of Solution in Shipped Form			
5. Method of Delivery	(Lbs/g	gallon)	
6. Brand name and/or any other Identifica	ation		
7. Manufacturer's Name			
8. Supplier's Name			
9. Guaranteed Delivery Price			\$/ton
10. Guaranteed Delivery Time after Red		T DE INCLUDED	days
<ul><li>11. Manufacturer's Analyses</li><li>12. Safety Data Sheets</li></ul>		T BE INCLUDED T BE INCLUDED	
		T BE INCLUDED	
13. NSF 60 certification  BIDDER MUST COMPLETE AND SIG			
13. NSF 60 certification  BIDDER MUST COMPLETE AND SIC  Company Name:			
13. NSF 60 certification  BIDDER MUST COMPLETE AND SIG		Street Address/PO	Вох
13. NSF 60 certification  BIDDER MUST COMPLETE AND SIC  Company Name:			Box Zip Code
13. NSF 60 certification  BIDDER MUST COMPLETE AND SIC  Company Name:	SN BELOW:	Street Address/PO	
13. NSF 60 certification  BIDDER MUST COMPLETE AND SIC  Company Name:  Company Address:	GN BELOW:  City	Street Address/PO State	
13. NSF 60 certification  BIDDER MUST COMPLETE AND SIC  Company Name:  Company Address:	City	Street Address/PO State	
13. NSF 60 certification  BIDDER MUST COMPLETE AND SIC  Company Name:  Company Address:  Title:  Authorized Signature:_Date:	City  No.:	Street Address/PO State Telephone No.:	
13. NSF 60 certification  BIDDER MUST COMPLETE AND SIC  Company Name:  Company Address:  Title:  Authorized Signature: Date: Fax  Please Provide a 24-Hour Emergency	City  No.:	Street Address/PO State Telephone No.:	Zip Code
13. NSF 60 certification  BIDDER MUST COMPLETE AND SIC Company Name: Company Address:  Title: Authorized Signature: Date: Fax  Please Provide a 24-Hour Emergency Phone # or Contact: Ordering Information:	City  No.:	Street Address/PO State Telephone No.: Email Address:	
BIDDER MUST COMPLETE AND SIGNATURE COMPANY Name: Company Name: Company Address:  Title: Authorized Signature: Date: Fax  Please Provide a 24-Hour Emergency Phone # or Contact: Ordering Information: Contact Person:	City  No.:	Street Address/PO State Telephone No.: Email Address:	Zip Code
BIDDER MUST COMPLETE AND SIGNATURE COMPANY Name: Company Name: Company Address:  Title: Authorized Signature: Date: Fax  Please Provide a 24-Hour Emergency Phone # or Contact: Ordering Information: Contact Person:	City  No.:	Street Address/PO State Telephone No.: Email Address:	Zip Code

### City of Elyria, Ohio Elyria Water Works Pumping and Filtration Plant SPECIFICATION FOR LIQUID BLENDED ORTHOPHOSPHATE

### A. ITEM TO BE PURCHASED FOR THE PERIOD OF APRIL 16, 2023 THROUGH APRIL 15, 2024.

The item to be purchased is liquid blended orthophosphate to be used as a corrosion inhibitor as required by the City of Elyria at the Elyria Water Works, 3628 West Erie Avenue, Lorain, Ohio.

### B. **APPROXIMATE QUANTITY:**

The total quantity of blended orthophosphate will be sixty (60) tons.

Thirty seven tons has a volume of eight thousand five hundred thirty four (8534) gallons. Individual shipments shall not exceed three thousand (3,000) gallons, without express permission from the Water Pumping Plant Superintendent.

### C. <u>DETAILED SPECIFICATIONS:</u>

The orthophosphate supplied under this standard shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming water that has been properly treated with phosphate.

The orthophosphate shall meet the latest standards of the National Standards Institute/National Sanitation Foundation (ANSI/NSF), Standard 60 and latest standard #AWWA B-506-18 of the American Water Works Association (AWWA).

The blended orthophosphate shall have the following chemical and physical properties:

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*	Phosphate as orthophosphate (PO <sub>4</sub> )	36%
*	Phosphate as metaphosphate (PO <sub>4</sub> )	less than 1%
*	Phosphate as polyphosphate (PO <sub>4</sub> )	less than 1%
*	Phosphate as (P <sub>2</sub> O <sub>5</sub> )	27%
**	Zinc as (ZnO)	less than 0.01%
*	Zinc (Zn)	less than 0.01%
*	Sodium (Na)	less than 50,000 p.p.m.
**	Silicate as (SiO <sub>2</sub> )	less than 1%
*	Fluoride as (F)	less than 25,000 p.p.m.
*	Color	clear, water white
*	Odor	none
*	Specific Gravity	1.22
*	Pounds Per Gallon	10.2
*	Pounds P <sub>2</sub> O <sub>5</sub> per gallon	2.75

The orthophosphate shall be shipped in a food grade tank truck dedicated to the product containing no residue of any chemical compounds or any substance other than the orthophosphate being supplied. The tanks shall be rubber lined or made of stainless steel or any other suitable material that will not be attacked by the acidity of the chemical.

Weight certificates of certified scales shall accompany the liquid orthophosphate shipments. All shipments of liquid orthophosphate shall comply with the Interstate Commerce Commission regulations for marking.

### D. **SAMPLING AND TESTING:**

The successful bidder shall supply a sample and analysis of the product before delivery upon request. All analyses shall be made in accordance with accepted methods. All costs associated with the sampling and analyses will be the responsibility of the successful bidder.

### E. DELIVERY:

The bid price shall include delivery costs to the Elyria Water Works located at 3628 West Erie Avenue, Lorain, Ohio. Delivery shall be as ordered by the Superintendent of the Elyria Water Works, or his representative, between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday. (Holidays Excepted)

The chemical supplier at no additional cost to the City of Elyria will furnish all hoses, pipes and fittings needed to transfer the liquid orthophosphate from the tank truck to the storage facilities.

The successful bidder shall indemnify and hold harmless the City of Elyria, its officials and employees from any and all causes of action, claims or suits which result from the acts or omissions of employees or agents of the City of Elyria, Ohio.

The successful bidder shall guarantee delivery of the chemical within the time period stipulated on the completed bid form. Notice of cancellation and/or rescheduling of deliveries by the successful bidder shall be made as soon as possible with the Elyria Water Works Superintendent, or his representative. The City of Elyria shall not be responsible for any delay resulting in a delay charge due to canceling and rescheduling deliveries by the successful bidder.

The City of Elyria shall not be responsible for any surcharges, such as for fuel price increases.

The successful bidder is advised not to make deliveries against purchase orders resulting from this bid until directed to do so by the Elyria Water Works Superintendent, or his representative.

### F. CANCELLATION OF CONTRACT:

The City of Elyria shall have the right to cancel a contract at any time during the contractual period if the orthophosphate does not meet the chemical, physical or safety requirement of Standard 60 of the National Standards Institute/National Sanitation Foundation (ANSI/NSF), the latest standard #AWWA B-506-18 of the American Water Works Association (AWWA), and the purchaser's supplementary specifications or delivery times of the chemical are not in accordance with the contract specifications and the successful bidder is given notice, in writing, of such deficiencies and is afforded reasonable time to comply with the provisions of the contract, but fails to do so.

### G. <u>DELAY FOR CAUSES BEYOND CONTROL:</u>

If the successful bidder is delayed in compliance with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties or any cause beyond the successful bidder's control, including orders, limitations or restrictions of any government agency having jurisdiction over the subject matter of the contract or by delay authorized by the City of Elyria or by any cause for which the plant superintendent shall decide to justify the delay, then for all such delays and suspensions, the successful bidder shall be allowed a one calendar day extension beyond the time fixed for compliance with the terms of his contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the plant superintendent.

### H. FAMILIARIZATION:

The bidder, prior to submitting a bid, shall carefully examine all bid documents, contracts, forms and all other available information, shall visit the site to conduct a thorough investigation of conditions and any and all equipment that may in any manner affect the use of the liquid orthophosphate, shall familiarize himself with federal, state and local laws, ordinances, rules and regulations which may in any way affect performance under this contract, shall carefully coordinate his observations with the requirements of the contract documents. The bidder's obligations hereunder shall include, but not be limited to, making such investigations as the bidder may deem necessary to determine his bid price. Permission to make such investigation of the property of the Elyria Water Works must first be obtained from the Safety Service Director of the City of Elyria.

### I. BILLING:

The successful bidder shall submit an explanation of its billing method, including any calculations used to determine the billing quantity, for approval by the City. The unit bid price shall be used for billing unless another method is approved by the City of Elyria, at the request of the successful bidder, approves another method.

### J. <u>BID INQUIRIES:</u>

All questions regarding this bid should be submitted in writing to the Elyria Safety Service Director and will be answered in a timely manner. As a result of these questions, if, in the opinion of the Safety Service Director, it is determined that additional information must be furnished, it will be made available to all parties submitting a bid as an addendum to the bid documents. The City of Elyria will not be responsible for any instructions and/or opinions.

### K. <u>BID FORM:</u>

Each bidder must submit a fully completed and appropriately signed bid form, attached herewith. Any and all calculations, where applicable, must accompany the bid form. Failure of any bidder to appropriately complete this form may serve as grounds for rejection of the bid.

The manufacturer shall supply an affidavit of compliance containing the following statement: "Guaranteed by (Name of Manufacturer) to meet the specifications of the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for liquid blended orthophosphate, and latest standard #AWWA B-506-18 of the American Water Works Association (AWWA)."

The unit price bid for this item shall be the net price per ton as supplied F.O.B. to the Elyria Water Works, 3628 West Erie Avenue, Lorain, Ohio.

Each bidder shall submit with his bid the manufacturer's analyses of material to be furnished.

Each bidder shall submit with his bid, NSF 60 certification form and current AWWA standard certification.

### Elyria Water Works CHLORINE 2023-2024 Bid Form

1.	Strength		0/	of Cl. by weight	
2.	Method of Delivery		%	of Cl <sub>2</sub> by weight	
4. 5. 6. 7. 8. 9.	Brand name and/or any Manufacturer's Name Supplier's Name Guaranteed Delivery P Guaranteed Delivery T Manufacturer's Analyse Safety Data Sheets  NSF 60 certification DDER MUST COMPI	rice ime after Receip es	ot of Order _ <u>N</u>	UST BE INCLUDED UST BE INCLUDED UST BE INCLUDED	<u> </u>
	ompany Name:	LIL AND OR	JIV BELOV	<u> </u>	
Cc	ompany Address:			Street Address	
Tit	lo:		City	State	Zip Code
	ithorized Signature:_Dat Fax			Telephone No	
	ease Provide a 24-Hour none	Emergency #		or	Contact:
Or	dering Information:				
Cc	ontact Person:			Phone	No.:
Ad	lditional Information:  				

### Elyria Water Works Pumping and Filtration Plant SPECIFICATION FOR LIQUID CHLORINE

### A. ITEM TO BE PURCHASED FOR THE PERIOD OF APRIL 16, 2023 THROUGH APRIL 15, 2024.

The item to be purchased is commercial grade liquid chlorine for use as required by the City of Elyria at the Elyria Water Works, 3628 West Erie Avenue, Lorain, Ohio.

### B. **APPROXIMATE QUANTITY:**

It is estimated that ninety (90) tons of liquid chlorine will be needed during the term of this contract; however, exact quantities cannot now be determined. The quantities may be increased or decreased to meet the requirement of plant operations. A minimum is not guaranteed. Shipments shall be of six (6) to ten (10) tons per order.

### C. <u>DETAILED SPECIFICATIONS:</u>

The chlorine shall be 99.5% pure by volume as obtained from vaporized liquid chlorine and suitable for the treatment of water, sewage and industrial wastes. The properties and shipping containers for the chlorine shall conform to the properties and standards defined by the AWWA Standard #B 301-18 for Liquid Chlorine as issued by the American Water Works Association (AWWA) and shall also meet the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60.

### D. **SAMPLING AND TESTING:**

The successful bidder shall supply an analysis of the product delivered upon request. All analyses shall be made in accordance with accepted methods. All costs associated with the sampling and analyses will be the responsibility of the successful bidder.

### E. <u>DELIVERY:</u>

The chlorine to be supplied under the terms of any contract resulting from this bid will be delivered as ordered by the Superintendent of the Elyria Water Works, or his representative, on an as-needed basis at the stated bid price F.O.B. to the Elyria Water Works, 3628 West Erie Avenue, Lorain, Ohio.

Deliveries will be accepted between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday (Holidays Excepted). The chlorine shall be delivered in one (1) ton containers. Defective containers or other equipment shall be returned to the point of shipment at the expense of the successful bidder.

The successful bidder shall indemnify and hold harmless the City of Elyria, its officials and employees from any and all causes of action, claims or suits which result from the acts or omissions of employees or agents of the City of Elyria, Ohio.

The successful bidder shall guarantee delivery of the chlorine within the time period stipulated on the completed bid form.

Notice of cancellation and/or rescheduling of deliveries by the successful bidder shall be made as soon as possible with the Elyria Water Works Superintendent, or his representative. The City of Elyria shall not be responsible for any delay resulting in a delay charge due to canceling and rescheduling deliveries by the successful bidder.

The City of Elyria shall not be responsible for any surcharges, such as for fuel price increases.

The successful bidder is advised not to make deliveries against purchase orders resulting from this bid until directed to do so by the Elyria Water Works Superintendent, or his representative.

### F. CANCELLATION OF CONTRACT:

The City of Elyria shall have the right to cancel a contract at any time during the contractual period if the chlorine or its container does not meet the chemical, physical or safety requirement of AWWA Standard #B 301-18 and Standard 60 of the National Standards Institute/National Sanitation Foundation (ANSI/NSF), the purchaser's supplementary specifications or delivery times of the chlorine are not in accordance with the contract specifications and the successful bidder is given notice, in writing, of such deficiencies and is afforded reasonable time to comply with the provisions of the contract, but fails to do so.

### G. DELAY FOR CAUSES BEYOND CONTROL:

If the successful bidder is delayed in compliance with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties or any cause beyond the successful bidder's control, including orders, limitations or restrictions of any government agency having jurisdiction over the subject matter of the contract or by delay authorized by the City of Elyria or by any cause for which the plant superintendent shall decide to justify the delay, then for all such delays and suspensions, the successful bidder shall be allowed a one calendar day extension beyond the time fixed for compliance with the terms of his contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the plant superintendent.

### H. <u>FAMILIARIZATION</u>:

The bidder, prior to submitting a bid, shall carefully examine all bid documents, contracts, forms and all other available information, shall visit the site to conduct a thorough investigation of conditions and any and all equipment that may in any manner affect the use of the chlorine, shall familiarize himself with Federal, State and local laws, ordinances, rules and regulations which may in any way affect performance under this contract, shall carefully coordinate his observations with the requirements of the contract documents. The bidder's obligations hereunder shall include, but not be limited to, making such investigations as the bidder may deem necessary to determine his bid price. Permission to make such investigation of the property of the Elyria Water Works must first be obtained from the Safety Service Director of the City of Elyria.

### I. BILLING:

The successful bidder shall submit an explanation of its billing method, including any calculations used to determine the billing quantity, for approval by the City. The unit bid price shall be used for billing unless another method is approved by the City of Elyria at the request of the successful bidder.

### J. <u>BID INQUIRIES:</u>

All questions regarding this bid should be submitted in writing to the Elyria Safety Service Director and will be answered in a timely manner. As a result of these questions, if, in the opinion of the Safety Service Director, it is determined that additional information must be furnished, it will be made available to all parties submitting a bid as an addendum to the bid documents. The City of Elyria will not be responsible for any instructions and/or opinions.

### K. <u>BID FORM:</u>

Each bidder must submit a fully completed and appropriately signed bid form, attached herewith. Any and all calculations, where applicable, must accompany the bid form. Failure

of any bidder to appropriately complete this form may serve as grounds for rejection of the

The manufacturer shall supply an affidavit of compliance containing the following statement: "Guaranteed by (Name of Manufacturer) to meet the specification ions of the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for liquid Chlorine, and latest standard #AWWA B301-18 of the American Water Works Association (AWWA)."

The unit price bid for this item shall be the net price per ton as supplied F.O.B. to the Elyria Water Works, 3628 West Erie Avenue, Lorain, Ohio.

Each bidder shall submit with his bid the manufacturer's analyses of material to be furnished.

Each bidder shall submit with his bid, NSF 60 certification form and current AWWA standard certification.

### L. TRAINING:

Please include in your bid, two (2) training sessions, In person or virtual, to be held at the Elyria Water Works, on chlorine safety and handling and a brief description of the training.

### Elyria Water Works POTASSIUM PERMANGANATE 2023-2024 Bid Form

1. Potassium Permanganate Form (Dry	/)	-	%
2. Guaranteed Potassium Permangana	ate Content		%
3. Drum Weight		(% by Weight)	lbs.
4. Method of Delivery			
5. Brand Names and/or any other Ident	ification		
6. Manufacturer's Name			
7. Supplier's Name			
8. Density of Potassium Permanganate	in Shipped	(Form (lbs/cubic ft.)	
9. Guaranteed Delivery Price		(FOITH (IDS/CUDIC II.)	\$/ton
10. Guaranteed Delivery Time after Re			days
11. Manufacturer's Analyses		BE INCLUDED	
12. Safety Data Sheets		BE INCLUDED	
13. NSF 60 certification	MUST	BE INCLUDED	
Company Address:		Street Address/PO	Box
	<del></del>		
Title:	City	State	Zip Code
Authorized Signature: Date:		_ _ Telephone No.:	
Fax		_ Email Address:	
Please Provide a 24-Hour Emergency			011
Phone #	or		Contact:
Ordering Information:		Dhone	No.
Contact Person:		_Phone	No.:
Additional Information:			

### City of Elyria, Ohio Elyria Water Works Pumping and Filtration Plant SPECIFICATION FOR POTASSIUM PERMANGANATE

### A. ITEM TO BE PURCHASED FOR THE PERIOD OF APRIL 16, 2023 THROUGH APRIL 15, 2024.

This standard covers potassium permanganate for use at the Elyria Water Works at 3628 West Erie Avenue, Lorain, Ohio.

### B. **APPROXIMATE QUANTITY:**

Shipment will be made in one or more lots loaded on non-deposit pallets and shall not exceed four (4) tons. Pallets must be compatible with hand pallet jack and loaded on the truck so that the openings are front to back.

### C. <u>DETAILED SPECIFICATIONS:</u>

The permanganate supplied under this standard shall be a free flowing grade containing no lumps. It shall contain not less than 97% KMn0<sub>4</sub> by weight.

It shall be shipped in non-returnable plastic drums approximately fifty-five (55) pounds each, net weight. The shipment shall be identified as to product, grade, assay, net weight, name of manufacturer and brand name. All markings shall conform to I.C.C. regulations.

The potassium permanganate supplied shall contain no impurities, organic or inorganic, in injurious quantities. An injurious quantity shall be defined as the minimum capable of producing ill effects on the health of those consuming water that has been treated properly with potassium permanganate.

The potassium permanganate shall not contain specific impurities in excess of the following limits (by weight): Cadmium-100 mg/kg.; Chromium-500 mg/kg.; Mercury-20 mg/kg.

The entire amount of potassium permanganate furnished under this bid shall meet the latest standards #AWWA B603-16 of the American Water Works Association (AWWA) and ANSI/NSF Standard 60 the National Sanitation Foundation (NSF), except as specified herein.

### D. <u>DELIVERY:</u>

The successful bidder shall guarantee delivery of the chemical within the time period stipulated on the completed bid form.

Notice of cancellation and/or rescheduling of deliveries by the successful bidder shall be made as soon as possible with the Elyria Water Works Superintendent, or his representative. The City of Elyria shall not be responsible for any delay resulting in a delay charge due to canceling and rescheduling deliveries by the successful bidder.

The successful bidder shall indemnify and hold harmless the City of Elyria, its officials and employees from any and all causes of action, claims or suits which result from the acts or omissions of employees or agents of the City of Elyria, Ohio.

The City of Elyria shall not be responsible for any surcharges, such as for fuel price increases.

The successful bidder is advised not to make deliveries against purchase orders resulting from this bid until directed to do so by the Elyria Water Works Superintendent, or his representative.

### E. CANCELLATION OF CONTRACT:

The City of Elyria shall have the right to cancel a contract at any time during the contractual period if the potassium permanganate does not meet the chemical, physical or safety requirement of AWWA Standard #B603-16 and Standard 60 of the National Standards Institute/National Sanitation Foundation (ANSI/NSF), the purchaser's supplementary specifications or delivery times of the chemical are not in accordance with the contract specifications and the successful bidder is given notice, in writing, of such deficiencies and is afforded reasonable time to comply with the provisions of the contract, but fails to do so.

### F. <u>DELAY FOR CAUSES BEYOND CONTROL:</u>

If the successful bidder is delayed in compliance with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties or any cause beyond the successful bidder's control, including orders, limitations or restrictions of any government agency having jurisdiction over the subject matter of the contract or by delay authorized by the City or Elyria or by any cause for which the plant superintendent shall decide to justify the delay, then for all such delays and suspensions, the successful bidder shall be allowed a one calendar day extension beyond the time fixed for compliance with the terms of his contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the plant superintendent.

### G. **FAMILIARIZATION:**

The bidder, prior to submitting a bid, shall carefully examine all bid documents, contracts, forms and all other available information, shall familiarize himself with federal, state and local laws, ordinances, rules and regulations which may in any way affect performance under this contract, shall carefully coordinate his observations with the requirements of the contract documents. The bidder's obligations hereunder shall include, but not be limited to, making such investigations as the bidder may deem necessary to determine his bid price. Permission to make such investigation of the property of the Elyria Water Works must first be obtained from the Safety Service Director of the City of Elyria.

### H. <u>BILLING:</u>

The successful bidder shall submit an explanation of its billing method, including any calculations used to determine the billing quantity, for approval by the City. The unit bid price shall be used for billing unless the City of Elyria, at the request of the successful bidder, approves another method.

### I. BID INQUIRIES:

All questions regarding this bid should be submitted in writing to the Elyria Safety Service Director and will be answered in a timely manner. As a result of these questions, if, in the opinion of the Safety Service Director, it is determined that additional information must be furnished, it will be made available to all parties submitting a bid as an addendum to the bid documents. The City of Elyria will not be responsible for any instructions and/or opinions

### J. <u>BID FORM:</u>

Each bidder must submit a fully completed and appropriately signed bid form, attached herewith. Any and all calculations, where applicable, must accompany the bid form. Failure of any bidder to appropriately complete this form may serve as grounds for rejection of the bid.

The manufacturer shall supply an affidavit of compliance containing the following statement: "Guaranteed by (Name of Manufacturer) to meet the specification ions of the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for liquid blended orthophosphate, and latest standard #AWWA

B-603-16 of the American Water Works Association (AWWA)."

The unit price bid for this item shall be the net price per ton as supplied F.O.B. to the Elyria Water Works, 3628 West Erie Avenue, Lorain, Ohio.

Each bidder shall submit with his bid the manufacturer's analyses of material to be furnished.

Each bidder shall submit with his bid, NSF 60 certification form and current AWWA standard certification.

### Elyria Water Works ALUMINUM CHLOROHYDRATE (ACH)

### 2023-2024 Bid Form

Aluminum Chlorohydrate			
2. % Dry material expresses as percent A	ACH		%
3. Percent Polymer within the ACH			%
4. Specific Gravity			
5. Manufacturer of ACH			
6. Brand Names and/or any other identific	cation		
7. Method of delivery			
8. Quantity delivered: Minimum shipmen	t	Maximum shipmer	nt
9. Supplier's Name			
10 Guaranteed Delivery Price			\$/ton
11 Guaranteed Delivery Time after Red			days
12. Manufacturer's Analyses		ST BE INCLUDED	
13. Safety Data Sheets	MU	ST BE INCLUDED	
	MUS	ST BE INCLUDED	
14. NSF 60 certification  BIDDER MUST COMPLETE AND SIG			
BIDDER MUST COMPLETE AND SIG			
BIDDER MUST COMPLETE AND SIC Company Name:		Street Address/PC	) Box
BIDDER MUST COMPLETE AND SIC Company Name:		Street Address/PC State	) Box Zip Code
BIDDER MUST COMPLETE AND SIC Company Name:	GN BELOW:  City		
BIDDER MUST COMPLETE AND SIC Company Name: Company Address:	GN BELOW:  City	State	
BIDDER MUST COMPLETE AND SIC Company Name: Company Address: Title:	GN BELOW:  City	State	
BIDDER MUST COMPLETE AND SICE Company Name: Company Address:  Title: Authorized Signature:_Date:Fax  Please Provide a 24-Hour Emergency	GN BELOW:  City	State Telephone No.:	Zip Code
BIDDER MUST COMPLETE AND SIC Company Name: Company Address: Title: Authorized Signature:_Date: Fax	GN BELOW:  City	State Telephone No.: Email Address:	
BIDDER MUST COMPLETE AND SICE Company Name: Company Address:  Title: Authorized Signature: Date: Fax  Please Provide a 24-Hour Emergency Phone #  Ordering Information:	City  No.:_	State Telephone No.: Email Address:	Zip Code
BIDDER MUST COMPLETE AND SICE Company Name: Company Address:  Title: Authorized Signature: Date: Fax  Please Provide a 24-Hour Emergency Phone #	City  No.:_	State Telephone No.: Email Address:	Zip Code
BIDDER MUST COMPLETE AND SICE Company Name: Company Address:  Title: Authorized Signature: Date: Fax  Please Provide a 24-Hour Emergency Phone #  Ordering Information:	City  No.:_	State Telephone No.: Email Address:	Zip Code  Contact:
BIDDER MUST COMPLETE AND SIGNATURE Company Name:  Company Address:  Title:  Authorized Signature: Date:  Fax  Please Provide a 24-Hour Emergency Phone #  Ordering Information:  Contact Person:	City  No.:_	State Telephone No.: Email Address:	Zip Code  Contact:

### City of Elyria, Ohio Elyria Water Works Pumping and Filtration Plant SPECIFICATION FOR ALUMINUM CHLOROHYDRATE (ACH)

### A. ITEM TO BE PURCHASED FOR THE PERIOD APRIL 16, 2023THROUGH APRIL 15, 2024.

This standard covers aluminum chlorohydrate for use at the Elyria Water Works at 3628 West Erie Avenue, Lorain, Ohio.

### B. **APPROXIMATE QUANTITY:**

It is estimated that approximately 350 tons of ACH will be needed during the year. The aluminum chlorohydrate will be used primarily for coagulation of raw water at the Elyria Water Works. The amount of aluminum chlorohydrate used at the Water Works is based on the raw water quality and thus the amount used varies from year to year. The purchase of the aluminum chlorohydrate cannot be guaranteed and will be subject to the demands at the Elyria Water Works. Shipments shall be made by bulk carrier in quantities of three (3) to four (4) thousand gallons.

### C. <u>DETAILED SPECIFICATIONS:</u>

The aluminum chlorohydrate products are clear to hazy solutions, free of visible foreign matter or sediment. The specific gravity of the solution shall be in the range of 1.1 to 1.4.

The aluminum chlorohydrate supplied under these specifications shall contain no soluble mineral or organic substances in quantities capable of producing injurious or deleterious effects upon the health of those consuming the water or otherwise render the water unfit for public use when it has been treated properly with the aluminum chlorohydrate.

The aluminum chlorohydrate supplied under this contract shall be a powdered material meeting the specifications:

- 23 percent dry material expressed as ACH
- Specific gravity of no less than 1.3
- Contain 2.5 pounds of ACH per gallon of liquid or greater
- ❖ pH of product shall not exceed 6.0 nor be less than 2.0
- Contain no less than one (1) percent polymer blend

The entire amount of approximately 350 tons of aluminum chlorohydrate shall meet the latest standards of the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60, and American Water Works Association (AWWA) Standard #AWWA-B-408-18 except as specified herein.

### D. <u>SAMPLING AND TESTING:</u>

The successful bidder shall supply an analysis of the product delivered upon request. All analyses shall be made in accordance with accepted methods. All costs associated with the sampling and analyses will be the responsibility of the successful bidder.

### E. DELIVERY:

The aluminum chlorohydrate furnished under these specifications shall be shipped in bulk hopper trucks. Weight certificates of certified scales shall accompany the shipments ACH. All hoses, pipes and fittings needed to transfer ACH from the tank truck to the storage tank will be furnished by the chemical supplier at no additional cost to the City of Elyria.

Delivery shall be as ordered by the Superintendent of the Elyria Water Plant, or his representative, between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday. (Holidays Excepted)

The successful bidder shall indemnify and hold harmless the City of Elyria, its officials and employees from any and all causes of action, claims or suits which result from the acts or omissions of employees or agents of the City of Elyria, Ohio.

The successful bidder shall guarantee delivery of the chemical within the time period stipulated on the completed bid form. Notice of cancellation and/or rescheduling of deliveries by the successful bidder shall be made as soon as possible with the Elyria Water Works Superintendent, or his representative. The City of Elyria shall not be responsible for any delay resulting in a delay charge due to canceling and rescheduling deliveries by the successful bidder.

The City of Elyria shall not be responsible for any surcharges, such as for fuel price increases.

The successful bidder is advised not to make deliveries against purchase orders resulting from this bid until directed to do so by the Elyria Water Works Superintendent, or his representative.

### F. CANCELLATION OF CONTRACT:

The City of Elyria shall have the right to cancel a contract at any time during the contractual period if the ACH or its container does not meet the chemical, physical or safety requirement of AWWA Standard #B408-18 and Standard 60 of the National Standards Institute/National Sanitation Foundation (ANSI/NSF), the purchaser's supplementary specifications or delivery times of the chemical are not in accordance with the contract specifications and the successful bidder is given notice, in writing, of such deficiencies and is afforded reasonable time to comply with the provisions of the contract, but fails to do so.

### G. <u>DELAY FOR CAUSES BEYOND CONTROL:</u>

If the successful bidder is delayed in compliance with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties or any cause beyond the successful bidder's control, including orders, limitations or restrictions of any government agency having jurisdiction over the subject matter of the contract or by delay authorized by the City of Elyria or by any cause for which the Plant Superintendent shall decide to justify the delay, then for all such delays and suspensions, the successful bidder shall be allowed a one calendar day extension beyond the time fixed for compliance with the terms of his contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the Plant Superintendent.

### H. **FAMILIARIZATION**:

The bidder, prior to submitting a bid, shall carefully examine all bid documents, contracts, forms and all other available information, shall familiarize himself with federal, state and local laws, ordinances, rules and regulations which may in any way affect performance under this contract, shall carefully coordinate his observations with the requirements of the contract documents. The bidder's obligations hereunder shall include, but not be limited to, making such investigations as the bidder may deem necessary to determine his bid price. Permission to make such investigation of the property of the Elyria Water Works must first be obtained from the Safety Service Director of the City of Elyria.

### I. BILLING:

The successful bidder shall submit an explanation of its billing method, including any calculations used to determine the billing quantity, for approval by the City. The unit bid price shall be used for billing unless the City of Elyria, at the request of the successful bidder, approves another method.

### J. <u>BID INQUIRIES:</u>

All questions regarding this bid should be submitted in writing to the Elyria Safety Service Director and will be answered in a timely manner. As a result of these questions, if, in the opinion of the Safety Service Director, it is determined that additional information must be furnished, it will be made available to all parties submitting a bid as an addendum to the bid documents. The City of Elyria will not be responsible for any instructions and/or opinions.

### K. BID FORM:

Each bidder must submit a fully completed and appropriately signed bid form, attached herewith. Any and all calculations, where applicable, must accompany the bid form. Failure of any bidder to appropriately complete this form may serve as grounds for rejection of the bid.

The manufacturer shall supply an affidavit of compliance containing the following statement: "Guaranteed by (Name of Manufacturer) to meet the specifications of the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for aluminum chlorohydrate, and latest standard #AWWA B-408-18 of the American Water Works Association (AWWA)."

The unit price bid for this item shall be the net price per ton as supplied F.O.B. to the Elyria Water Works, 3628 West Erie Avenue, Lorain, Ohio.

Each bidder shall submit with his bid the manufacturer's analyses of material to be furnished.

Each bidder shall submit with his bid, NSF 60 certification form and current AWWA standard certification.

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### L. JAR TESTING PRIOR TO AWARD OF BID

Prior to the award of the bid, the successful bidder shall be required to perform a series of jar tests at the Elyria Water Works demonstrating that the product performs as expected on the Elyria Water plant's raw water. A number of tests (minimum of three) shall be conducted by the supplier or their representative in the presence of the Plant Superintendent and/or his representative to demonstrate the performance of said product.

The supplier shall also furnish sufficient chemical samples of the ACH to allow the Plant Superintendent or his representative to run independent jar tests to verify water quality results. Each bidder shall supply the City of Elyria at least two (2) liquid ounces of the product being bid and standard preparation directions for subsequent review and evaluation in the laboratory. Jar testing will be performed by the City of Elyria staff or its representative.

### M. <u>INFORMATION NEEDED PRIOR TO AWARDING THE BID</u>

The successful bidder shall furnish a complete chemical analysis of the ACH along with the product data sheet, SDS sheet and a list of water plants that use the supplier's ACH and their contact name and phone number.

### Elyria Water Works SODIUM FLUOROSILICATE

(Formerly Sodium Silicofluoride)

### **2023-2024 BID FORM**

Sodium Fluorosilicate Form (Dry)			
2. Guaranteed Sodium Fluorosilicate Conte		Maiabt)	%
3. Guaranteed Fluoride Content	<u></u>	Weight)	%
4. Insoluble Matter	(% by	Weight)	%
5. Heavy Metals as Lead (Pb)			%
6. Method of Delivery			
7. Brand name and/or any other Identification	on		
8. Manufacturer's Name			
9. Supplier's Name			
10. Density of Sodium Fluorosilicate in Ship			
11. Bag Weight	(lbs/cı	ubic ft.)	
12. Guaranteed Delivery Price			\$/ton
13. Guaranteed Delivery Time after Receipt	of Order		days
14. Manufacturer's Analyses		T BE INCLUDED	
15. Safety Data Sheets	MUS	T BE INCLUDED	
16. NSF 60 certification	MUS	T BE INCLUDED	
BIDDER MUST COMPLETE AND SIGN	I BELOW:		
Company Name:			
Company Address:			
		Street Address/PC	Box
	City	State	Zip Code
Title:	,		•
Authorized Signature:_Date:		Telephone No.:	
Fax	No.:	Email Address:	
Please Provide a 24-Hour Emergency			
ricase i rovide a 24-riodi Emergency			
Phone #	or		Contact:
	or		Contact:
Phone #		Phone	Contact:
Phone # Ordering Information:		Phone	

### City of Elyria, Ohio Elyria Water Works Pumping and Filtration Plant SPECIFICATION FOR SODIUM FLUOROSILICATE

(Sodium Silicofluoride)

### A. ITEM TO BE PURCHASED FOR THE PERIOD OF APRIL 16, 2023 THROUGH APRIL 15, 2024.

The item to be purchased is sodium fluorosilicate (formerly sodium silicofluoride), for use as required by the City of Elyria at the Elyria Water Works, 3628 West Erie Avenue, Lorain, Ohio.

### B. **APPROXIMATE QUANTITY:**

It is estimated that approximate forty-five (45) tons of sodium fluorosilicate will be needed. Shipment will be made in one lot, loaded on non-deposit pallets. The lot shall not exceed twenty tons. Pallets must be compatible with hand pallet jack and loaded on the truck so that the openings are front to back.

### C. <u>DETAILED SPECIFICATIONS:</u>

The sodium fluorosilicate supplied under this standard shall be a dry material containing no lumps. The use of any type of synthetic detergent as an anti-caking agent shall not be permitted.

The sodium fluorosilicate must be granular and free flowing. The shipment will be inspected prior to unloading the truck. If it does not meet specs, the shipment will be declined.

The sodium fluorosilicate shall contain not more than 0.50 % by weight of insoluble matter. The sodium fluorosilicate shall contain not more than 0.05 % by weight of heavy metals expressed as lead (Pb) and no other soluble mineral or organic substances in quantities capable of producing deleterious or injurious effect upon the health of those consuming water that has been treated properly with sodium fluorosilicate.

The sodium fluorosilicate shall contain a minimum of ninety-eight percent (98%) dry basis sodium fluorosilicate (Na<sub>2</sub>SiF<sub>6</sub>), which corresponds to approximately fifty-nine and four-tenths percent (59.4%) fluoride.

The sodium fluorosilicate shall be shipped in multi-wall bags containing fifty (50) pounds + 2.5% net weight each.

The entire amount of approximately forty-five (45) tons of sodium fluorosilicate shall meet the latest standard #AWWA B702-18 of the American Water Works Association (AWWA) and the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60, and shall be free flowing, including markings on the individual bags, except as specified herein.

### D. **SAMPLING AND TESTING:**

The successful bidder shall supply an analysis of the product delivered upon request. All analyses shall be made in accordance with accepted methods. All costs associated with the sampling and analyses will be the responsibility of the successful bidder.

### E. DELIVERY:

The bid price shall include delivery costs to the Elyria Water Works located at 3628 West Erie Avenue, Lorain, Ohio. Delivery will be made between the hours of 7:00 a.m. and 1:00 p.m., Monday through Friday. (Holidays Excepted)

At least 48 hours' notice is required for delivery

One load shall contain not over twenty (20) tons without written permission from the City of Elyria.

The successful bidder shall indemnify and hold harmless the City of Elyria, its officials and employees from any and all causes of action, claims or suits which result from the acts or omissions of employees or agents of the City of Elyria, Ohio.

The successful bidder shall guarantee delivery of the chemical within the time period stipulated on the completed bid form.

Notice of cancellation and/or rescheduling of deliveries by the successful bidder shall be made as soon as possible with the Elyria Water Works Superintendent, or his representative. The City of Elyria shall not be responsible for any delay resulting in a delay charge due to canceling and rescheduling deliveries by the successful bidder.

The City of Elyria shall not be responsible for any surcharges, such as for fuel price increases.

The successful bidder is advised not to make deliveries against purchase orders resulting from this bid until directed to do so by the Elyria Water Works Superintendent, or his representative.

### F. CANCELLATION OF CONTRACT:

The City of Elyria shall have the right to cancel a contract at any time during the contractual period if the sodium fluorosilicate or its container does not meet the chemical, physical or safety requirement of AWWA Standard #B702-18 and Standard 60 of the National Standards Institute/National Sanitation Foundation (ANSI/NSF), the purchaser's supplementary specifications or delivery times of the chemical are not in accordance with the contract specifications and the successful bidder is given notice, in writing, of such deficiencies and is afforded reasonable time to comply with the provisions of the contract, but fails to do so.

### G. <u>DELAY FOR CAUSES BEYOND CONTROL:</u>

If the successful bidder is delayed in compliance with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties or any cause beyond the successful bidder's control, including orders, limitations or restrictions of any government agency having jurisdiction over the subject matter of the contract or by delay authorized by the City of Elyria or by any cause for which the plant superintendent shall decide to justify the delay, then for all such delays and suspensions, the successful bidder shall be allowed a one calendar day extension beyond the time fixed for compliance with the terms of his contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the plant superintendent.

### H. <u>FAMILIARIZATION:</u>

The bidder, prior to submitting a bid, shall carefully examine all bid documents, contracts, forms and all other available information, shall familiarize himself with federal, state and local laws, ordinances, rules and regulations which may in any way affect performance under this contract, shall carefully coordinate his observations with the requirements of the contract documents.

The bidder's obligations hereunder shall include, but not be limited to, making such investigations as the bidder may deem necessary to determine his bid price. Permission to make such investigation of the property of the Elyria Water Works must first be obtained from the Safety Service Director of the City of Elyria.

### I. BILLING:

The successful bidder shall submit an explanation of its billing method, including any calculations used to determine the billing quantity, for approval by the City. The unit bid price shall be used for billing unless the City of Elyria, at the request of the successful bidder, approves another method.

### J. <u>BID INQUIRIES:</u>

All questions regarding this bid should be submitted in writing to the Elyria Safety Service Director and will be answered in a timely manner. As a result of these questions, if, in the opinion of the Safety Service Director, it is determined that additional information must be furnished, it will be made available to all parties submitting a bid as an addendum to the bid documents. The City of Elyria will not be responsible for any instructions and/or opinions.

### K. BID FORM:

\_\_\_\_BID FORM: Each bidder must submit a fully completed and appropriately signed bid form, attached herewith. Any and all calculations, where applicable, must accompany the bid form. Failure of any bidder to appropriately complete this form may serve as grounds for rejection of the bid.

The manufacturer shall supply an affidavit of compliance containing the following statement: "Guaranteed by (Name of Manufacturer) to meet the specification ions of the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 f o r Sodium Fluorosilicate, and latest AWWA standard #B702-18 for Sodium Fluorosilicate of the American Water Works Association (AWWA)."

The unit price bid for this item shall be the net price per ton as supplied F.O.B. to the Elyria Water Works, 3628 West Erie Avenue, Lorain, Ohio.

Each bidder shall submit with his bid the manufacturer's analyses of material to be furnished.

Each bidder shall submit with his bid, NSF 60 certification form and AWWA standard certification.

### Elyria Water Works POWDERED ACTIVATED CARBON 2023-2024 Bid Form

1. Powdered Activated Ca	rbon Form (dry)					
2. Moisture Content (% by	weight)					%
3. Apparent Density (g/cc)						g/cc
4. lodine Number						
<ol> <li>Particle Size Distribution</li> </ol>	n Passing	No		100 _ Passing No.	sieve	200
	sieve					
5. Method of Delivery	Passing No.	325 sieve	е			
C. Duand Namas and/an an		-4:				
6.  Brand Names and/or an 7.  Manufacturer's Name	iy otner identific	ation				
8. Supplier's Name						
o. Suppliel's Name 9. Guaranteed Delivery Pri	ico					 \$/to
•		-:				هران days
10 Cuarantand Dalivani	TIME SHEEK REC	eidioioio	aer			(121/9
		0.61.01		BE INCLUDED	)	auy.
11. Manufacturer's Analys		o.p. o. o.	MUST	BE INCLUDED  BE INCLUDED		uuy
<ul><li>11. Manufacturer's Analys</li><li>12. Safety Data Sheets</li></ul>		о.рт о. о.	MUST MUST			auyv
11. Manufacturer's Analys 12. Safety Data Sheets 13. NSF 60 certification  BIDDER MUST COMPL  Company Name:	es		MUST MUST	BE INCLUDED		gay.
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11. Manufacturer's Analys  12. Safety Data Sheets  13. NSF 60 certification  BIDDER MUST COMPL  Company Name:  Company Address:	es	in BELC	MUST MUST	BE INCLUDED  BE INCLUDED  Street Address	s/PO Box	
11. Manufacturer's Analys  12. Safety Data Sheets  13. NSF 60 certification  BIDDER MUST COMPL  Company Name:  Company Address:	ETE AND SIG	City	MUST MUST MUST	BE INCLUDED  BE INCLUDED  Street Address  State	s/PO Box Zi	
11. Manufacturer's Analys  12. Safety Data Sheets  13. NSF 60 certification  BIDDER MUST COMPL  Company Name:  Company Address:  Title:  Authorized Signature:_Date	ETE AND SIG	City	MUST MUST MUST OW:	BE INCLUDED  BE INCLUDED  Street Address  State	s/PO Box Zi	
11. Manufacturer's Analys  12. Safety Data Sheets  13. NSF 60 certification  BIDDER MUST COMPL  Company Name:  Company Address:  Title:  Authorized Signature: Date  Fax	ETE AND SIG	City	MUST MUST MUST OW:	Street Address State Telephone No	s/PO Box Zi	
11. Manufacturer's Analys  12. Safety Data Sheets  13. NSF 60 certification  BIDDER MUST COMPL  Company Name:  Company Address:  Title:  Authorized Signature:_DateFax  Please Provide a 24-Hour I	ETE AND SIG	City	MUST MUST MUST OW:	Street Address State Telephone No	s/PO Box Zi	
10 Guaranteed Delivery  11. Manufacturer's Analys  12. Safety Data Sheets  13. NSF 60 certification  BIDDER MUST COMPL  Company Name:  Company Address:  Title:  Authorized Signature: Date  Fax  Please Provide a 24-Hour I  Phone  Ordering Information:	ETE AND SIG	City	MUST MUST  MUST  OW:	Street Address State Telephone No	s/PO Box Zi	ip Code

### City of Elyria, Ohio Elyria Water Works Pumping and Filtration Plant SPECIFICATION FOR POWDERED ACTIVATED CARBON

### A. ITEM TO BE PURCHASED FOR THE PERIOD OF APRIL 16, 2023 THROUGH APRIL 15, 2024.

**B.**These standard covers powdered activated carbon for use at the Elyria Water Works at 3628 West Erie Avenue, Lorain, Ohio.

### C. <u>APPROXIMATE QUANTITY:</u>

Shipment will be made in one lot and shall not exceed forty (40) tons. The powdered activated carbon will be used primarily for taste and odor control at the Elyria Water Works. The amount of carbon used at the Water Works is based on the raw water quality and thus the amount used varies from year to year. The purchase of the carbon cannot be guaranteed and will be subject to the demands at the Elyria Water Works.

### D. <u>DETAILED SPECIFICATIONS:</u>

Powdered carbon shall be shipped dry in a pneumatic delivery truck FOB to The Elyria Water Pumping Plant, 3628 West Eire Ave Lorain, Ohio 44035.

Shipments will be accepted for unloading between 7:00 am and 2:00 pm Monday through Friday. Shipments will be made as soon as practical after receipt of order and preferably within seven (7) working days after order is placed.

Delivery truck shall have the necessary couplings and connections pieces to properly unload the carbon into an underground storage tank to be wetted with water supplied by the City. Carbon shall be delivered in 40,000-pound shipments ready to unload once received at the pumping plant. A shipping manifest shall accompany the delivery. One to three 40,000-pound deliveries shall be made per year depending on carbon usage in treatment production. Average carbon usage in 2019 was about 80,000 pounds. Powdered carbon shall have the specifications listed below.

- Made from bituminous-based coal
- Carbon activation process shall be either by high temperature thermal processes of by high temperature steam processes
- lodine number 850 mg/g minimum
- Bulk density 30 lbs/ft<sup>3</sup> minimum
- US sieve size 325 mesh 90 percent or greater
- Moisture (as packed) 8 percent maximum
- Contain a mesopore volume and a micropore volume of at least 30 percent each
- Be manufactured for adsorption of water-borne contaminants such as taste and odor, methylisoborneal (MIB), Geosmin, cyanotoxins, and total organic carbon (TOC) for use in municipal drinking water applications
- Comply with AWWA B600-16 Standard specification for powdered activated carbon
- Have current NSF/ANSI 61 certification of ruse in public drinking water production
- Be shipped with accompanying documentation outlining the actual product specifications as well as compliance with NSF certification

\*

The entire amount of approximately 40 tons of powdered activated carbon shall meet the latest standards of the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60, and American Water Works Association (AWWA) Standard #AWWA-B-600-16 except as specified herein.

### E. **SAMPLING AND TESTING:**

The successful bidder shall supply an analysis of the product delivered upon request. All analyses shall be made in accordance with accepted methods. All costs associated with the sampling and analyses will be the responsibility of the successful bidder.

### F. <u>DELIVERY:</u>

The powdered activated carbon furnished under these specifications shall be shipped in bulk hopper trucks not to exceed 42,000 lbs. Weight certificates of certified scales shall accompany the bulk shipments of activated carbon. All hoses, pipes and fittings needed

transfer carbon from the tank truck to the storage facility will be furnished by the chemical supplier at no additional cost to the City of Elyria.

Delivery shall be as ordered by the Superintendent of the Elyria Water Plant, or his representative, between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday. (Holidays Excepted)

The successful bidder shall indemnify and hold harmless the City of Elyria, its officials and employees from any and all causes of action, claims or suits which result from the acts or omissions of employees or agents of the City of Elyria, Ohio.

The successful bidder shall guarantee delivery of the chemical within the time period stipulated on the completed bid form. Notice of cancellation and/or rescheduling of deliveries by the successful bidder shall be made as soon as possible with the Elyria Water Works Superintendent, or his representative. The City of Elyria shall not be responsible for any delay resulting in a delay charge due to canceling and rescheduling deliveries by the successful bidder.

The City of Elyria shall not be responsible for any surcharges, such as for fuel price increases.

The successful bidder is advised not to make deliveries against purchase orders resulting from this bid until directed to do so by the Elyria Water Works Superintendent, or his representative.

### G. CANCELLATION OF CONTRACT:

The City of Elyria shall have the right to cancel a contract at any time during the contractual period if the carbon or its container does not meet the chemical, physical or safety requirement of AWWA Standard #B600-16 and Standard 60 of the National Standards Institute/National Sanitation Foundation (ANSI/NSF), the purchaser's supplementary specifications or delivery times of the chemical are not in accordance with the contract specifications and the successful bidder is given notice, in writing, of such deficiencies and is afforded reasonable time to comply with the provisions of the contract, but fails to do so.

### H. <u>DELAY FOR CAUSES BEYOND CONTROL:</u>

If the successful bidder is delayed in compliance with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties or any cause beyond the successful bidder's control, including orders, limitations or restrictions of any government agency having jurisdiction over the subject matter of the contract or by delay authorized by the City of Elyria or by any cause for which the Plant Superintendent shall decide to justify the delay, then for all such delays and suspensions, the successful bidder shall be allowed a one calendar day extension beyond the time fixed for compliance with the terms of his contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the Plant Superintendent.

### H. FAMILIARIZATION:

The bidder, prior to submitting a bid, shall carefully examine all bid documents, contracts, forms and all other available information, shall familiarize himself with federal, state and local laws, ordinances, rules and regulations which may in any way affect performance under this contract, shall carefully coordinate his observations with the requirements of the contract documents. The bidder's obligations hereunder shall include, but not be limited to, making such investigations as the bidder may deem necessary to determine his bid price. Permission to make such investigation of the property of the Elyria Water Works must first be obtained from the Safety Service Director of the City of Elyria.

### I. BILLING:

The successful bidder shall submit an explanation of its billing method, including any calculations used to determine the billing quantity, for approval by the City. The unit bid price shall be used for billing unless the City of Elyria, at the request of the successful bidder, approves another method.

### J. <u>BID INQUIRIES:</u>

All questions regarding this bid should be submitted in writing to the Elyria Safety Service Director and will be answered in a timely manner. As a result of these questions, if, in the opinion of the Safety Service Director, it is determined that additional information must be furnished, it will be made available to all parties submitting a bid as an addendum to the bid documents. The City of Elyria will not be responsible for any instructions and/or opinions.

### K. **BID FORM:**

Each bidder must submit a fully completed and appropriately signed bid form, attached herewith. Any and all calculations, where applicable, must accompany the bid form. Failure of any bidder to appropriately complete this form may serve as grounds for rejection of the bid.

The manufacturer shall supply an affidavit of compliance containing the following statement: "Guaranteed by (Name of Manufacturer) to meet the specifications of the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60, and American Water Works Association (AWWA) Standard #AWWA-B-600-16 for powdered activated carbon".

The unit price bid for this item shall be the net price per ton as supplied F.O.B. to the Elyria Water Works, 3628 West Erie Avenue, Lorain, Ohio.

Each bidder shall submit with his bid the manufacturer's analyses of material to be furnished.

Each bidder shall submit with his bid, NSF 60 certification form and current AWWA standard certification.

# Elyria Water Works Anionic Polymer 2023-2024 Bid Form

<ol> <li>Density (Gr/ML)</li> </ol>			_%
2. Anionic Charge			%
3. Product Viscosity (CP)	(% b	y Weight)	
4. Density of Solution in Shipped Form			
5. Method of Delivery		gallon)	
6. Brand name and/or any other Identif	fication		
7. Manufacturer's Name			
8. Supplier's Name			
9. Guaranteed Delivery Price			\$/Gallon
10. Guaranteed Delivery Time after Re			da
11. Manufacturer's Analyses	MUS	ST BE INCLUDED	
	R/110	ST BE INCLUDED	
12. Safety Data Sheets	IVIU		
13. NSF 60 certification 14. AWWA certification BIDDER MUST COMPLETE AND S	MUS MUS	ST BE INCLUDED IT BE INCLUDED	
13. NSF 60 certification 14. AWWA certification  BIDDER MUST COMPLETE AND S  Company Name:	MUS MUS	T BE INCLUDED	) Box
13. NSF 60 certification 14. AWWA certification  BIDDER MUST COMPLETE AND S  Company Name:	MUS MUS IGN BELOW:	Street Address/PO	
13. NSF 60 certification 14. AWWA certification  BIDDER MUST COMPLETE AND S  Company Name:  Company Address:	MUS MUS	T BE INCLUDED	Box Zip Code
13. NSF 60 certification 14. AWWA certification  BIDDER MUST COMPLETE AND S  Company Name:  Company Address:	IGN BELOW:  City	Street Address/PO	
13. NSF 60 certification	IGN BELOW:  City	Street Address/PO State Telephone No.:	
13. NSF 60 certification 14. AWWA certification  BIDDER MUST COMPLETE AND S  Company Name:  Company Address:  Title:  Authorized Signature: Date: Fax	IGN BELOW:  City	Street Address/PO State Telephone No.:	
13. NSF 60 certification 14. AWWA certification  BIDDER MUST COMPLETE AND S  Company Name:  Company Address:  Title:  Authorized Signature:_Date:Fax  Please Provide a 24-Hour Emergency	IGN BELOW:  City	Street Address/PO State Telephone No.:	
13. NSF 60 certification 14. AWWA certification  BIDDER MUST COMPLETE AND S  Company Name:  Company Address:  Title:  Authorized Signature: Date: Fax  Please Provide a 24-Hour Emergency Phone #	IGN BELOW:  City  No.:	Street Address/PO State Telephone No.:	Zip Code
13. NSF 60 certification 14. AWWA certification  BIDDER MUST COMPLETE AND S  Company Name:  Company Address:  Title:  Authorized Signature:_Date:Fax  Please Provide a 24-Hour Emergency	IGN BELOW:  City  No.:	Street Address/PO State Telephone No.:	Zip Code

#### City of Elyria, Ohio Elyria Water Works

#### **Pumping and Filtration Plant**

#### **SPECIFICATION FOR ANIONCIC PLOYMER**

The item to be purchased is liquid polymer to be used as a dewatering agent for use in the centrifuge as required by the City of Elyria at the Elyria Water Works, 3628 West Erie Avenue, Lorain, Ohio.

## A. ITEM TO BE PURCHASED FOR THE PERIOD OF APRIL 16, 2023 THROUGH APRIL 15, 2024.

#### B. APPROXIMATEQUANTITY:

The total quantity of liquid polymer will be APPROXIMATELY 12,000 GALLONS

Polymer delivery is in the form of 250-350 gallon totes. Two (2) totes are ordered at a time

#### C. DETAILEDSPECIFICATIONS:

The liquid polymer supplied under this standard shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming water that has been properly treated with liquid polymer.

The liquid polymer shall meet the latest standards of the National Standards Institute/National Sanitation Foundation (ANSI/NSF), Standard 60 and latest standard

#AWWA B-453-19 of the American Water Works Association (AWWA).

The polymer shall be shipped in a food grade totes dedicated to the product containing no residue of any chemical compounds or any substance other than the polymer being supplied.

Weight/capacity certificates shall accompany shipments. All shipments of liquid polymer shall comply with the Interstate Commerce Commission regulations for marking.

#### D. <u>SAMPLING AND TESTING:</u>

The successful bidder shall supply a sample and analysis of the product before delivery upon request. All analyses shall be made in accordance with accepted methods. All costs associated with the sampling and analyses will be the responsibility of the successful bidder. If the proposed polymer has not been used in the Elyria Water Pumping plant, jar tests and a real time test with the polymer must be run on water plant sludge at the plant prior to acceptance of bid.

#### E. DELIVERY:

The bid price shall include delivery costs to the Elyria Water Works located at 3628 West Erie Avenue, Lorain, Ohio. Delivery shall be as ordered by the Superintendent of the Elyria Water Works, or his representative, between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday. (Holidays Excepted)

The successful bidder shall indemnify and hold harmless the City of Elyria, its officials and employees from any and all causes of action, claims or suits which result from the acts or omissions of employees or agents of the City of Elyria, Ohio.

The successful bidder shall guarantee delivery of the chemical within the time period stipulated on the completed bid form. Notice of cancellation and/or rescheduling of deliveries by the successful bidder shall be made as soon as possible with the Elyria Water Works Superintendent, or his representative. The City of Elyria shall not be responsible for any delay resulting in a delay charge due to canceling and rescheduling deliveries by the successful bidder.

The City of Elyria shall not be responsible for any surcharges, such as for fuel price increases.

The successful bidder is advised not to make deliveries against purchase orders resulting from this bid until directed to do so by the Elyria Water Works Superintendent, or his representative.

#### F. CANCELLATION OF CONTRACT:

The City of Elyria shall have the right to cancel a contract at any time during the contractual period if the polymer does not meet the chemical, physical or safety requirement of Standard 60 of the National Standards Institute/National Sanitation Foundation (ANSI/NSF), the latest standard #AWWA B-453-19 of the American Water Works Association (AWWA), and the purchaser's supplementary specifications or delivery times of the chemical are not in accordance with the contract specifications and the successful bidder is given notice, in writing, of such deficiencies and is afforded reasonable time to comply with the provisions of the contract, but fails to do so.

#### G. <u>DELAY FOR CAUSES BEYOND CONTROL:</u>

If the successful bidder is delayed in compliance with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties or any cause beyond the successful bidder's control, including orders, limitations or restrictions of any government agency having jurisdiction over the subject matter of the contract or by delay authorized by the City of Elyria or by any cause for which the Plant Superintendent shall decide to justify the delay, then for all such delays and suspensions, the successful bidder shall be allowed a one calendar day extension beyond the time fixed for compliance with the terms of his contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the Plant Superintendent.

#### H. FAMILIARIZATION:

The bidder, prior to submitting a bid, shall carefully examine all bid documents, contracts, forms and all other available information, shall visit the site to conduct a thorough investigation of conditions and any and all equipment that may in any manner affect the use of the liquid polymer, shall familiarize himself with federal, state and local laws, ordinances, rules and regulations which may in any way affect performance under this contract, shall carefully coordinate his observations with the requirements of the contract documents. The bidder's obligations hereunder shall include, but not be limited to, making such investigations as the bidder may deem necessary to determine his bid price. Permission to make such investigation of the property of the Elyria Water Works must first be obtained from the Safety Service Director of the City of Elyria.

#### I. BILLING:

The successful bidder shall submit an explanation of its billing method, including any calculations used to determine the billing quantity, for approval by the City. The unit bid price shall be used for billing unless another method is approved by the City of Elyria, at the request of the successful bidder, approves another method.

#### J. BID INQUIRIES:

All questions regarding this bid should be submitted in writing to the Elyria Safety Service Director and will be answered in a timely manner. As a result of these questions, if, in the opinion of the Safety Service Director, it is determined that additional information must be furnished, it will be made available to all parties submitting a bid as an addendum to the bid documents. The City of Elyria will not be responsible for any instructions and/or opinions.

K.

#### **TESTING PRIOR TO AWARD OF BID**

Prior to the award of the bid, the successful bidder shall be required to perform a series of tests at the Elyria Water Works demonstrating that the product performs as expected on the Elyria Water plant's sludge. Tests shall be conducted by the supplier or their representative in the presence of the Plant Superintendent and/or his representative to demonstrate the performance of said product.

The supplier shall also furnish sufficient chemical samples of the Polymer to allow the Plant Superintendent or his representative to run independent tests on a full scale trial on the centrifuge with plant sludge, to verify water quality results. Each bidder shall supply the City of Elyria at least a 55 gallon drum, at suppliers expense, of the product being bid and standard preparation directions for subsequent review and evaluation in the laboratory.

Tests/Trials must be run prior to award of bid, but within six (6) weeks of bid opening. Test can be run prior to bidding, with approval of the plant superintendent.

#### L. BID FORM:

Each bidder must submit a fully completed and appropriately signed bid form, attached herewith. Any and all calculations, where applicable, must accompany the bid form. Failure of any bidder to appropriately complete this form may serve as grounds for rejection of the bid.

The manufacturer shall supply an affidavit of compliance containing the following statement: "Guaranteed by (Name of Manufacturer) to meet the specifications of the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for liquid polymer, and latest standard #AWWA B-453-13 of the American Water Works Association (AWWA)."

The unit price bid for this item shall be the net price per gallon (in totes) as supplied F.O.B. to the Elyria Water Works, 3628 West Erie Avenue, Lorain, Ohio.

Each bidder shall submit with his bid the manufacturer's analyses of material to be furnished. Each bidder shall submit with his bid, NSF 60 certification form and current AWWA standard certification.

60 certification form and AWWA standard certification.



# WASTEWATER POLLUTION CONTROL PLANT CHEMICAL SPECIFICATIONS



## CHEMICALS TO BE BID FOR THE WASTEWATER POLLUTION CONTROL PLANT

	CHEMICAL	AMOUNT:	PAGE:
4	Sodium hypochlorite	48 totes (approx. 330 gallons each)	42-45
4	Ferric Chloride	350 dry tons	46-49
4	Sodium Hydroxide (Caustic Soda)	50 dry tons	50-53
4	Polyelectrolytes (Polymer)	15,000 pounds	54-58
	For Settling Aid		
4	Polyelectrolytes (Polymer)	20,000 pounds	59-63
	For Sludge Conditioning		

# Elyria Wastewater Pollution Control Plant SODIUM HYPOCHLORITE 2023/2024 Bid Form

	Solution Strength (9	% of available chic	orine by Weigh	I)	%
2.	Method of Delivery				
3.	Brand Names and/	or Other Identifica	tion		
4.	Manufacturer's Nar	ne			_
5.	Guaranteed Deliver	ry Price			\$/gallon
6.	Guaranteed Deliver	r Time after Recei	pt of Order		day
7.	Manufacturer's Ana	alyses	<u>M</u> !	JST BE INCLU	<u>DED</u>
8.	Safety Data Sheets	3	MUST BE	INCLUDED	
9.	NSF 60 or AWWA	Certification	MUST BE	INCLUDED	
ВΙ	DDER MUST COI	MPLETE AND S	IGN BELOW		
	ompany Name:			_	
	ompany Address:				
			Street Add	dress/PO Box	
		Cit	V	State	Zip Code
Tit	tle:	Cit	•	State	Zip Code
Αu	uthorized Signature:	Date:	,	Telephon	e No.:
Αu		Date:	,		e No.:
Au	uthorized Signature:	Date: Fax	,	Telephon	e No.:
Au —	uthorized Signature:	Date: Fax	,	Telephon	e No.:
Au Ple	uthorized Signature:	Date: Fax _ lour Emergency	No.:	Telephon	e No.: dress:
Au Ple	uthorized Signature: ease Provide a 24-F	Date: Fax — Hour Emergency #	No.:	Telephon Email Ad	e No.: dress:
Au Ple Ph Or	ease Provide a 24-F none	Date: Fax  lour Emergency #	No.:	Telephon Email Ad	e No.: dress:  Contact:
Au Ple Ph Or	ease Provide a 24-Hoone dering Information:	Date: Fax  lour Emergency #	No.:	Telephon Email Ad	e No.: dress:  Contact:
Au Ple Ph Or	ease Provide a 24-Hoone dering Information:	Date: Fax  lour Emergency #	No.:	Telephon Email Ad	e No.: dress:  Contact:

# City Of Elyria, Ohio Wastewater Pollution Control Plant SPECIFICATIONS FOR LIQUID SODIUM HYPOCHLORITE

## A. ITEM TO BE PURCHASED FOR THE PERIOD OF APRIL 16, 2023 THRU APRIL 15, 2024.

The item to be purchased is commercial grade liquid sodium hypochlorite (NaOCI) for use as required by the City of Elyria at the Elyria Wastewater Pollution Control Plant, 1194 Gulf Road, Elyria, Ohio 44035.

#### B. PURPOSE:

The sodium hypochlorite will be used to control growth of filamentous organisms in the activated sludge section at the Elyria Wastewater Pollution Control Plant.

#### C. APPROXIMATE QUANTITY:

It is estimated that forty-eight (48) totes of approximately 330 gallons each of liquid sodium hypochlorite will be required in the operation of the Elyria Wastewater Pollution Control Plant during the stated period.

Exact quantities cannot now be determined but estimates are given above. Quantities listed may be increased or decreased to meet the requirements of plant operations during the above period. A minimum is not guaranteed.

#### D. <u>DETAILED SPECIFICATIONS:</u>

The sodium hypochlorite to be furnished shall be in aqueous solution and shall contain approximately twelve to fifteen percent (12 - 15%) sodium hypochlorite by weight and all of which shall be in solution. Other concentrations and grades may be bid for consideration, but the concentration and grade must be stated. It shall meet UL Certification for drinking water, or NSF/ANSI Standard 60, or AWWA Standard B300 or its latest revision of these standards.

#### E. SAMPLING AND TESTING:

Representative samples of the sodium hypochlorite solution shall be taken and analyzed by the successful bidder to determine the percentage by weight of sodium hypochlorite in solution. All analyses for the determination of the percentage of sodium hypochlorite in solution shall be made in accordance with accepted methods. All costs associated with the sampling and analyses will be the responsibility of the successful bidder. The basis for payment for the sodium hydroxide solution shall be in accordance with UL Certification for drinking water, or NSF/ANSI Standard 60, or AWWA Standard B300 or its latest revision of these standards. The analytical data shall be furnished with each load of sodium hypochlorite delivered.

The City may make analyses of the sodium hypochlorite delivered to determine conformance with the detailed specifications. In the event the sodium hypochlorite delivered does not meet the minimum requirements as set forth in the specifications, a credit will be due the City. Said credit will be determined by direct proportional method, and will apply to the entire shipment from which the sample was taken.

#### F. <u>DELIVERY:</u>

The sodium hypochlorite to be supplied under the terms of any contract resulting from this bid will be delivered as ordered by the Superintendent of the Elyria Wastewater Pollution

Control Plant or his representative on an as needed basis at the stated bid price F.O.B. to the Elyria Wastewater Pollution Control Plant, 1194 Gulf Road, Elyria, Ohio 44035.

Deliveries will be accepted between the hours of 7:00 a.m. and 1:00 p.m., Monday through Friday (Holidays excepted). The sodium hypochlorite shall be delivered in caged polypropylene totes which shall be capable of holding approximately 330 gallons of the sodium hypochlorite solution. Safety Data Sheets (SDS) shall be provided with the initial delivery, and anytime thereafter if there is change in the sodium hypochlorite or the SDS.

The successful bidder shall indemnify and hold harmless the City of Elyria, its officials and employees, from any and all causes of action, claims, or suits brought against the City of Elyria, its officials and employees, for any injury to person(s) or any damage to property resulting from or arising out of or in connection with the shipment, unloading, or temporary storage furnished under this section except for causes of actions, claims, or suits which result from the acts or omissions of employees or agents to the City of Elyria.

The successful bidder shall guarantee delivery of the sodium hypochlorite solution within the time they have stipulated on the competed bid form.

Notice of cancellation and/or rescheduling of deliveries by the successful bidder shall be made as soon as possible with the Elyria Wastewater Pollution Control Plant Superintendent or his representative. The City of Elyria shall not be responsible for any delay resulting in a delay charge due to canceling and rescheduling deliveries by the successful bidder.

The City of Elyria shall not be responsible for any surcharges, such as for fuel price increases.

The successful bidder is advised not to make deliveries against purchase orders resulting from the bid until directed to do so by the Elyria Wastewater Pollution Control Plant Superintendent or his representative.

#### G. CANCELLATION OF CONTRACT:

The City of Elyria shall have the right to cancel a contract at any time during the contractual period if the sodium hypochlorite life, sodium hypochlorite properties, or delivery times of the sodium hypochlorite are not in accordance with the contract specifications, and the successful bidder is given notice in writing of such deficiencies and is afforded reasonable time to comply with provisions of the contract, but fails to do so.

#### H. DELAY FOR CAUSES BEYOND CONTROL:

If the successful bidder is delayed in compliance with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the successful bidder's control, including orders, limitations or restrictions of any government agency having jurisdiction over the subject matter of the contract, or by delay authorized by the City of Elyria, or by any cause for which the plant superintendent shall decide to justify the delay, then for all such delays and suspensions, the successful bidder shall be allowed one calendar day extension beyond the time fixed for compliance with the terms of his contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the plant superintendent.

#### I. FAMILIARIZATION:

The bidder, before submitting a bid, shall carefully examine all bid documents, contract forms, and all other available information, may visit the site to make a thorough investigation of conditions and any and all equipment that may in any manner affect the use of the sodium hypochlorite; shall familiarize himself with federal, state, and local laws, ordinances,

rules, and regulations, which may in any way affect his performance under this contract; shall carefully coordinate his observations with the requirements of the contract documents. The bidder's obligations hereunder shall include, but not be limited to, making such investigations as the bidder may deem necessary to determine his bid price. Permission to make such investigations on the property of the Elyria Wastewater Pollution Control Plant must first be obtained from the Safety Service Director of the City of Elyria.

#### J. <u>BILLING:</u>

For billing purposes, the unit bid price will be used unless the successful bidder requests another method. However, the method must be approved by the City of Elyria. There shall be no deposit fee on the totes/containers.

#### K. **BID INQUIRIES:**

All questions regarding this bid should be submitted in writing to the Elyria Safety Service Director. Every effort will be made to answer questions in an expeditious manner. As a result of these questions, if in the opinion of the Safety Service Director it is determined that some additional information must be furnished, it will be made available to all parties submitting a bid as an addendum to the bid documents. The City of Elyria will not be responsible for any instructions and/or opinions that are not in writing.

#### L. <u>BID FORM:</u>

Each bidder must submit a fully completed and appropriately signed bid form attached herewith. Any and all calculations, where applicable, must accompany the bid form. Failure of any bidder to appropriately complete this form may serve as grounds for rejection of the bid.

The unit price bid for this item shall be the net price per gallon F.O.B. to the Elyria Wastewater Pollution Control Plant, 1194 Gulf Road, Elyria, Ohio.

Each bidder shall submit with his bid the manufacturer's analyses of the material to be furnished.

Each bidder shall submit with his bid the Safety Data Sheets of the material to be furnished.

# Elyria Wastewater Pollution Control Plant FERRIC CHLORIDE 2023/2024 Bid Form

1. Solution Strength (% of FeCl <sub>3</sub> by Weight)			%
2. Method of Delivery			
3. Brand Names and/or Other Identification			
4. Manufacturer's Name			
5. Guaranteed Delivery Price			\$/dry ton
6. Guaranteed Deliver Time after Receipt o	f Order		days
7. Manufacturer's Analyses	MUS]	BE INCLUDED	
8. Safety Data Sheets	MUST BE IN	CLUDED	
BIDDER MUST COMPLETE AND SIGN	BELOW:		
Company Name:			
Company Address:		Street Address/PO	Pov
		Street Address/PO	БОХ
	City	State	Zip Code
Title:		_	
Authorized Signature:_Date:		_ Telephone No.:	
Fax	No.:	_ Email Address:	
<u></u>			
Please Provide a 24-Hour Emergency Phone #	or		Contact:
Ordering Information:	Oi		Contact.
Contact Person:		Phone	No.:
Additional Information:		<del>_</del>	110
Additional Information.			

# City Of Elyria, Ohio Wastewater Pollution Control Plant SPECIFICATIONS FOR FERRIC CHLORIDE

## M. ITEM TO BE PURCHASED FOR THE PERIOD OF APRIL 16, 2023 THRU APRIL 15, 2024.

The item to be purchased is drinking water grade ferric chloride (FeCl<sub>3</sub>) for use as required by the City of Elyria at the Elyria Wastewater Pollution Control Plant, 1194 Gulf Road, Elyria, Ohio.

Alternate grades of ferric chloride will be considered for evaluation.

#### A. PURPOSE:

The ferric chloride will be used for phosphorous removal at the Elyria Wastewater Pollution Control Plant.

#### B. APPROXIMATE QUANTITY:

It is estimated that three hundred fifty (350) dry tons of ferric chloride will be required in the operation of the Elyria Wastewater Pollution Control Plant during the stated period.

Exact quantities cannot now be determined but estimates are given above. Quantities listed may be increased or decreased to meet the requirements of plant operations during the above period. A minimum is not guaranteed.

#### C. DETAILED SPECIFICATIONS:

The ferric chloride to be furnished shall be anhydrous ferric chloride in aqueous solution and shall contain no less than twenty-eight percent (28%) anhydrous ferric chloride (FeCl<sub>3</sub>) by weight and all of which shall be in solution. The solution shall contain not more than two-tenths 2/10 (0.2) of one percent (1%) of insoluble material. Material must pass through a 200-micron filter. The successful bidder when necessary shall make variations in the concentration of the ferric chloride in solution, in order to avoid difficulties arising from atmospheric changes in temperature.

#### D. SAMPLING AND TESTING:

Representative samples of the ferric chloride solution shall be taken and analyzed by the successful bidder to determine the percentage by weight of anhydrous ferric chloride in solution. All analyses for the determination of the percentage of anhydrous ferric chloride in solution shall be made in accordance with accepted methods. All costs associated with the sampling any analyses will be the responsibility of the successful bidder. The basis for payment for the ferric chloride solution shall be the amount by weight of anhydrous ferric chloride (FeCl<sub>3</sub>) determined to be present by analyses described above. The analytical data shall be furnished with each load of ferric chloride delivered.

When requested, representative samples of each load of the ferric chloride delivered shall be provided to the City of Elyria. The City may make analyses of the ferric chloride delivered to the determine conformance with the detailed specifications. In the event the ferric chloride delivered does not meet the minimum requirements as set forth in the specifications, a credit will be due the City. Said credit will be determined by direct proportional method, and will apply to the entire shipment from which the sample was taken.

#### E. DELIVERY:

The ferric chloride to be supplied under the terms of any contract resulting from this bid will be delivered as ordered by the Superintendent of the Elyria Wastewater Pollution Control Plant or his representative on an as needed basis at the stated bid price F.O.B. to the Elyria Wastewater Pollution Control Plant, 1194 Gulf Road, Elyria, Ohio 44035.

Deliveries will be accepted between the hours of 7:00 a.m. and 1:00 p.m., Monday through Friday (Holidays excepted). The ferric chloride shall be delivered in tight rubber lined tank trucks which shall be capable of holding approximately 4000 gallons of the ferric chloride solution, and shall be unloaded by the successful bidder at the Elyria Wastewater Pollution Control Plant. All hoses, pipes, valves, and other equipment needed for the purposes of loading, unloading, or inspections shall be furnished by the successful bidder at no additional cost to the City of Elyria, and shall be maintained in good workable condition. Tank trucks having leaks or defective equipment which make it difficult or impossible to draw off the solution when delivered shall be returned to the point of shipment at the expense of the successful bidder. Safety Data Sheets (SDS) shall be provided with the initial delivery, and any time thereafter if there is change in the ferric chloride or the SDS.

The successful bidder shall indemnify and hold harmless the City of Elyria, its officials and employees, from any and all causes of action, claims, or suits brought against the City of Elyria, its officials and employees, for any injury to person(s) or any damage to property resulting from or arising out of or in connection with the shipment, unloading, or temporary storage furnished under this section except for causes of actions, claims, or suits which result from the acts or omissions of employees or agents to the City of Elyria, Ohio.

The delivery vehicle shall weigh in and out on the Elyria Wastewater Pollution Control plant scale.

The successful bidder shall guarantee delivery of the ferric chloride solution within the time they have stipulated on the completed bid form.

Notice of cancellation and/or rescheduling of deliveries by the successful bidder shall be made as soon as possible with the Elyria Wastewater Pollution Control Plant Superintendent, or his representative. The City of Elyria shall not be responsible for any delay resulting in a delay charge due to canceling and rescheduling deliveries by the successful bidder.

The City of Elyria shall not be responsible for any surcharges, such as for fuel price increases.

The successful bidder is advised not to make deliveries against purchase orders resulting from the bid until directed to do so by the Elyria Wastewater Pollution Control Plant Superintendent or his representative.

#### F. CANCELLATION OF CONTRACT:

The City of Elyria shall have the right to cancel a contract at any time during the contractual period if the ferric chloride life, ferric chloride properties, or delivery times of the ferric chloride are not in accordance with the contract specifications, and the successful bidder is given notice in writing of such deficiencies and is afforded reasonable time to comply with provisions of the contract, but fails to do so.

#### G. DELAY FOR CAUSES BEYOND CONTROL:

If the successful bidder is delayed in compliance with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the successful bidder's control, including orders, limitations or restrictions of any government agency having jurisdiction over the subject matter of the contract, or by delay authorized by the City of Elyria, or by any cause for which the plant superintendent shall decide to justify the delay, then for all such delays and suspensions, the successful bidder shall be allowed one calendar day extension beyond the time fixed for compliance with the terms of his contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the plant superintendent.

#### H. **FAMILIARIZATION:**

The bidder, before submitting a bid, shall carefully examine all bid documents, contract forms, and all other available information, may visit the site to make a thorough investigation of conditions and any and all equipment that may in any manner affect the use of the ferric chloride; shall familiarize himself with federal, state, and local laws, ordinances, rules, and regulations, which may in any way affect his performance under this contract; shall carefully coordinate his observations with the requirements of the contract documents. The bidder's obligations hereunder shall include, but not be limited to, making such investigations as the bidder may deem necessary to determine his bid price. Permission to make such investigations on the property of the Elyria Wastewater Pollution Control Plant must first be obtained from the Safety Service Director of the City of Elyria.

#### I. BILLING:

For billing purposes, the unit bid price will be used unless the successful bidder requests another method. However, the method must be approved by the City of Elyria.

#### J. <u>BID INQUIRIES:</u>

All questions regarding this bid should be submitted in writing to the Elyria Safety Service Director. Every effort will be made to answer questions in an expeditious manner. As a result of these questions, if in the opinion of the Safety Service Director it is determined that some additional information must be furnished, it will be made available to all parties submitting a bid as an addendum to the bid documents. The City of Elyria will not be responsible for any instructions and/or opinions that are not in writing.

#### K. <u>BID FORM:</u>

Each bidder must submit a fully completed and appropriately signed bid form attached herewith. Any and all calculations, where applicable, must accompany the bid form. Failure of any bidder to appropriately complete this form may serve as grounds for rejection of the bid.

The unit price bid for this item shall be the net price per dry ton F.O.B. to the Elyria Wastewater Pollution Control Plant, 1194 Gulf Road, Elyria, Ohio.

Each bidder shall submit with his bid the manufacturer's analyses of the material to be furnished.

Each bidder shall submit with his bid the Safety Data Sheets of the material to be furnished.

# Elyria Wastewater Pollution Control Plant SODIUM HYDROXIDE (CAUSTIC SODA) 2023/2024 Bid Form

1. Solution Strength (% of NaOH by	/ Weight)	%
2. Method of Delivery		
3. Brand Names and/or Other Ident	tification	
4. Manufacturer's Name		
5. Guaranteed Delivery Price		\$/dry ton
6. Guaranteed Deliver Time after R	eceipt of Order	day
7. Manufacturer's Analyses	MUST BE INCI	UDED
8. Safety Data Sheets	MUST BE INCLUDED	
9. AWWA Certification	MUST BE INCLUDED	
BIDDER MUST COMPLETE AN	D SIGN BELOW:	
Company Name:		
Company Address:		
,	Street A	ddress/PO Box
	City	State Zip Code
Title:		
Authorized Signature:_Date:	Teleph	one No.:
Fax	No.: Email /	Address:
Please Provide a 24-Hour Emergen	су	
Phone #	or	Contact:
Ordering Information:		
Contact Person:	Phone	No.:
Additional Information:		

## City Of Elyria, Ohio Wastewater Pollution Control Plant

#### <u>SPECIFICATIONS FOR SODIUM HYDROXIDE (CAUSTIC SODA)</u>

## A. ITEM TO BE PURCHASED FOR THE PERIOD OF APRIL 16, 2023 THRU APRIL 15, 2024.

The item to be purchased is commercial grade sodium hydroxide (NaOH – Caustic Soda) for the use as required by the City of Elyria at the Elyria Wastewater Pollution Control Plant, 1194 Gulf Road, Elyria, Ohio 44035.

#### **B. PURPOSE:**

The sodium hydroxide will be used for pH adjustment at the Elyria Wastewater Pollution Control Plant.

#### C. APPROXIMATE QUANTITY:

It is estimated that fifty (50) dry tons of caustic soda will be required in the operation of the Elyria Wastewater Pollution Control Plant during the stated period.

Exact quantities cannot now be determined but estimates are given above. Quantities listed may be increased or decreased to meet the requirements of plant operations during the above period. A minimum is not guaranteed.

#### D. DETAILED SPECIFICATIONS:

The caustic soda to be furnished shall be anhydrous caustic soda in aqueous solution and shall contain approximately fifty percent (50%) sodium hydroxide (NaOH) by weight and all of which shall be in solution. Other concentrations and grades may be bid for consideration, but the concentration and grade must be stated. It shall meet AWWA Standard B501-19 or its latest revision. The successful bidder, when necessary, shall make variations in the concentration of the sodium hydroxide in solution, in order to avoid difficulties arising from atmospheric changes in temperature.

#### E. SAMPLING AND TESTING:

Representative samples of the sodium hydroxide solution shall be taken and analyzed by the successful bidder to determine the percentage by weight of sodium hydroxide in solution and total alkalinity as  $Na_2O$ . All analyses for the determination of the percentage of sodium hydroxide in solution and total alkalinity as  $Na_2O$  shall be made in accordance with accepted methods. All costs associated with the sampling and analyses will be the responsibility of the successful bidder. The basis for payment for the sodium hydroxide solution shall be in accordance with AWWA Standard B501-19 or its latest revision. The analytical data shall be furnished with each load of sodium hydroxide delivered.

When requested, representative samples of each load of the sodium hydroxide delivered shall be provided to the City of Elyria. The City may make analyses of the sodium hydroxide delivered to determine conformance with the detailed specifications. In the event the sodium hydroxide delivered does not meet the minimum requirements as set forth in the specifications, a credit will be due the City. Said credit will be determined by direct proportional method, and will apply to the entire shipment from which the sample was taken.

#### F. DELIVERY:

The sodium hydroxide to be supplied under the terms of any contract resulting from this bid will be delivered as ordered by the Superintendent of the Elyria Wastewater Pollution

Control Plant or his representative on an as needed basis at the stated bid price F.O.B. to the Elyria Wastewater Pollution Control Plant, 1194 Gulf Road, Elyria, Ohio 44035.

Deliveries will be accepted between the hours of 7:00 a.m. and 1:00 p.m., Monday through Friday (Holidays excepted). The sodium hydroxide shall be delivered in tight rubber lined tank trucks which shall be capable of holding approximately 4000 gallons of the sodium hydroxide solution, and shall be unloaded by the successful bidder at the Elyria Wastewater Pollution Control Plant. All hoses, pipes, valves, and other equipment needed for the purposes of loading, unloading, or inspections shall be furnished by the successful bidder at no additional cost to the City of Elyria, and shall be maintained in good workable condition. Tank trucks having leaks or defective equipment which make it difficult or impossible to draw off the solution when delivered shall be returned to the point of shipment at the expense of the successful bidder. Safety Data Sheets (SDS) shall be provided with the initial delivery, and anytime thereafter if there is change in the sodium hydroxide or the SDS.

The successful bidder shall indemnify and hold harmless the City of Elyria, its officials and employees, from any and all causes of action, claims, or suits brought against the City of Elyria, its officials and employees, for any injury to person(s) or any damage to property resulting from or arising out of or in connection with the shipment, unloading, or temporary storage furnished under this section except for causes of actions, claims, or suits which result from the acts or omissions of employees or agents to the City of Elyria.

The delivery vehicle shall weigh in and out on the Elyria Wastewater Pollution Control plant scale.

The successful bidder shall guarantee delivery of the sodium hydroxide solution within the time they have stipulated on the competed bid form.

Notice of cancellation and/or rescheduling of deliveries by the successful bidder shall be made as soon as possible with the Elyria Wastewater Pollution Control Plant Superintendent or his representative. The City of Elyria shall not be responsible for any delay resulting in a delay charge due to canceling and rescheduling deliveries by the successful bidder.

The City of Elyria shall not be responsible for any surcharges, such as for fuel price increases.

The successful bidder is advised not to make deliveries against purchase orders resulting from the bid until directed to do so by the Elyria Wastewater Pollution Control Plant Superintendent or his representative.

#### G. CANCELLATION OF CONTRACT:

The City of Elyria shall have the right to cancel a contract at any time during the contractual period if the sodium hydroxide life, sodium hydroxide properties, or delivery times of the sodium hydroxide are not in accordance with the contract specifications, and the successful bidder is given notice in writing of such deficiencies and is afforded reasonable time to comply with provisions of the contract, but fails to do so.

#### H. DELAY FOR CAUSES BEYOND CONTROL:

If the successful is bidder delayed in compliance with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the successful bidder's control, including orders, limitations or restrictions of any government agency having jurisdiction over the subject matter of the contract, or by delay authorized by the City of Elyria, or by any cause for which the plant superintendent shall decide to justify the delay, then for all such delays and suspensions, the successful bidder

shall be allowed one calendar day extension beyond the time fixed for compliance with the terms of his contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the plant superintendent.

#### I. FAMILIARIZATION:

The bidder, before submitting a bid, shall carefully examine all bid documents, contract forms, and all other available information, may visit the site to make a thorough investigation of conditions and any and all equipment that may in any manner affect the use of the sodium hydroxide; shall familiarize himself with federal, state, and local laws, ordinances, rules, and regulations, which may in any way affect his performance under this contract; shall carefully coordinate his observations with the requirements of the contract documents. The bidder's obligations hereunder shall include, but not be limited to, making such investigations as the bidder may deem necessary to determine his bid price. Permission to make such investigations on the property of the Elyria Wastewater Pollution Control Plant must first be obtained from the Safety Service Director of the City of Elyria.

#### J. BILLING:

For billing purposes, the unit bid price will be used unless the successful bidder requests another method. However, the method must be approved by the City of Elyria.

#### K. BID INQUIRIES:

All questions regarding this bid should be submitted in writing to the Elyria Safety Service Director. Every effort will be made to answer questions in an expeditious manner. As a result of these questions, if in the opinion of the Safety Service Director it is determined that some additional information must be furnished, it will be made available to all parties submitting a bid as an addendum to the bid documents. The City of Elyria will not be responsible for any instructions and/or opinions that are not in writing.

#### L. BID FORM:

Each bidder must submit a fully completed and appropriately signed bid form attached herewith. Any and all calculations, where applicable, must accompany the bid form. Failure of any bidder to appropriately complete this form may serve as grounds for rejection of the bid.

The unit price bid for this item shall be the net price per dry ton F.O.B. to the Elyria Wastewater Pollution Control Plant, 1194 Gulf Road, Elyria, Ohio.

Each bidder shall submit with his bid the manufacturer's analyses of the material to be furnished.

Each bidder shall submit with his bid the Safety Data Sheets of the material to be furnished.

# Elyria Wastewater Pollution Control Plant ORGANIC POLYELECTROLYTES (POLYMER) FOR SETTLING AID 2023/2024 Bid Form

Polymer Form (Dry)			
2. Method of Delivery (Bag)			
3. Brand Names and/or Other Identific	ation		
4. Manufacturer's Name			
5. Estimated Shelf Life of Polymer			
6. Guaranteed Delivery Price			\$/pound
7. Guaranteed Deliver Time after Rece	eipt of Order		days
8. Manufacturer's Analyses	MUS	T BE INCLUDED	
9. Safety Data Sheets	MUST BE I	NCLUDED	
BIDDER MUST COMPLETE AND	SIGN BELOW:		
Company Name:			
Company Address:			
		Street Address/P	O Box
	City	State	Zip Code
Title:			
Authorized Signature:_Date:		Telephone No.:	
Fax No.:		\ Email Address:	_
Please Provide a 24-Hour Emergency			
Phone #	OI	r	Contact:
Ordering Information:			
Contact Person:		Phone	No.:
Additional Information:			

# City Of Elyria, Ohio Wastewater Pollution Control Plant SPECIFICATIONS FOR POLYELECTROLYTES (POLYMER) FOR SETTLING AID

## A. ITEM TO BE PURCHASED FOR THE PERIOD OF APRIL 16, 2023 THRU APRIL 15, 2024.

The item to be purchased is an organic polyelectrolyte (polymer) for use as required by the City of Elyria Wastewater Pollution Control Plant, 1194 Gulf Road, Elyria, Ohio.

#### B. PURPOSE:

The organic polyelectrolyte (polymer) will be used as an additive to improve the clarification and settling ability of the mixed liquor solids associated with nitrifying activated sludge fine bubble aeration system at the Elyria Wastewater Pollution Control Plant, 1194 Gulf Road, Elyria, Ohio.

#### C. APPROXIMATE QUANTITY:

It is estimated that 15,000 pounds of polymer will be required in the operation of the Elyria Wastewater Pollution Control Plant during the stated period.

Exact quantities cannot now be determined but estimates are given above. Quantities listed may be increased or decreased to meet the requirements of plant operations during the above period. A minimum is not guaranteed.

#### D. **GENERAL INFORMATION:**

The Elyria Wastewater Pollution Control Plant is equipped for using polymer in dry as well as in liquid form; however, presently the plant intends to use only dry polymer. The polymer feed system includes a bag feeder, a liquid polymer storage tank, a wetting device, a mixing and aging tank, and polymer pumps.

#### E. <u>DETAILED SPECIFICATIONS:</u>

The polymer is normally applied to the nitrified mixed liquor after it leaves the aeration tanks and a short distance upstream of the final settling tanks. All metal salts are applied to the plant flow stream prior to final settling.

The polymer is needed as an aid for meeting the following effluent limitations:

PARAMETER:	<b>MONTHLY:</b>	<b>WEEKLY:</b>
Suspended Solids (mg/l)	20.0	30.0
Ammonia (measured as N- mg/l)		
Summer	1.1	1.7
Winter	8.0	5.3
CBOD (mg/l)		
Summer	10.0	15.0
Winter	15.0	23.0

The criteria for operating the secondary treatment are as follows:

Flow 10 MGD

Return Sludge 5-17 MGD

MLSS 2500-3500 mg/l

SVI 100-150

CRT 5-10/day

#### F. **BID EVALUATION:**

The City of Elyria shall be the sole judge of whether the polymer to be supplied by the bidder meets the specific needs of the Elyria Wastewater Pollution Control Plant, and shall evaluate qualified bids on the basis of cost and compatibility. The City of Elyria reserves the right to accept or reject any or all bids. Only one (1) polymer shall be bid.

Representative samples of sludge will be furnished for bench testing. Tests can be conducted at the Elyria Wastewater Pollution Control Plant Laboratory; however, bidders should bring their own specialized testing equipment.

The bidder with the best bid in the City's opinion, prior to the award of the contract, will be initially requested to supply, at the expense of the City, a small quantity (up to five bags each; weighing fifty to sixty (50-60) pounds) of polymer. The initial shipment will be used by the City to evaluate its effectiveness.

The City of Elyria at its option, may call the next best bidder to demonstrate the effectiveness of their polymer.

#### G. DELIVERY:

The polymer to be supplied under the terms of any contract resulting from this bid will be delivered as ordered by the Superintendent of the Elyria Wastewater Pollution Control Plant or his representative, on an as needed basis at the stated bid price F.O.B. to the Elyria Wastewater Pollution Control Plant, 1194 Gulf Road, Elyria, Ohio 44035.

Deliveries will be accepted between the hours of 7:00 a.m. and 1:00 p.m., Monday thru Friday (Holidays excluded). The polymer shall be delivered in fifty to sixty (50-60) pound bags and shall be unloaded by the successful bidder at the Elyria Wastewater Pollution Control Plant Chemical Storage and Feed Building. Safety Data Sheets (SDS) shall be provided with the initial delivery and any time thereafter if there is a change in the polymer or the SDS.

The successful bidder shall indemnify and hold harmless the City of Elyria, its officials and employees, from any and all causes of action, claims, or suits brought against the City of Elyria, its officials and employees, for any injury to person(s) or any damage to property resulting from or arising out of or in connection with the shipment, unloading, or temporary storage furnished under this section except for causes of actions, claims, or suits which result from the acts or omissions of employees or agents of the City of Elyria, Ohio.

The successful bidder shall guarantee delivery of the polymer within the time they have stipulated on the completed bid form.

Notice of cancellation and/or rescheduling of deliveries by the successful bidder shall be made as soon as possible with the Elyria Wastewater Pollution Control Plant Superintendent or his representative. The City of Elyria shall not be responsible for any delay resulting in a delay charge due to canceling and rescheduling deliveries by the successful bidder.

The City of Elyria shall not be responsible for any surcharges, such as for fuel price increases.

The successful bidder is advised not to make deliveries against purchase orders resulting from this bid until directed to do so by the Elyria Wastewater Pollution Control Plant Superintendent or his representative.

#### H. PRODUCT LIFE:

The organic polyelectrolyte (polymer) dry form shall remain in a uniform, stable condition for a minimum of six (6) months.

#### I. CANCELLATION OF CONTRACT:

The City of Elyria shall have the right to cancel a contract at any time during the contractual period if the polymer properties, polymer life, or delivery times of the polymer are not in accordance with the contract specifications, and the successful bidder is given notice in writing of such deficiencies and is afforded reasonable time to comply with the provisions of the contract, but fails to do so.

#### J. <u>DELAY FOR CAUSES BEYOND CONTROL:</u>

If the successful bidder is delayed in compliance with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the successful bidder's control, including orders, limitations or restrictions of any government agency having jurisdiction over the subject matter of the contract, or by delay authorized by the City of Elyria or by any cause for which the Plant Superintendent shall decide to justify the delay, then for all such delays and suspension, the successful bidder shall be allowed one calendar day extension beyond the time fixed for compliance with the terms of his contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the plant superintendent.

#### K. **FAMILIARIZATION**:

The bidder, before submitting a bid, shall carefully examine all bid documents, contracts forms, and all other available information; may visit the site to make a thorough investigation of conditions and any and all equipment that may in any manner affect the use of the polymer; shall familiarize himself with federal, state, and local laws, ordinances, rules and regulations, which may in any way affect his performance under this contract; shall carefully coordinate his observations with the requirements of the contract documents. The bidder's obligations hereunder shall include, but not be limited to, making such investigations as the bidder may deem necessary to determine his bid price. Permission to make such investigations on the property of the Elyria Wastewater Pollution Control Plant must first be obtained from the Safety Service Director of the City of Elyria.

#### L. <u>BILLING:</u>

For billing purposes, the unit bid price will be used unless the successful bidder requests another method. However, the method must be approved by the City of Elyria.

#### M. BID INQUIRIES:

All questions regarding this bid should be submitted in writing to the Elyria Safety Service Director. Every effort will be made to answer questions in an expeditious manner. As a result of these questions, if in the opinion of the Safety Service Director it is determined that some additional information must be furnished, it will be made available to all parties submitting a bid as an addendum to the bid documents. The City of Elyria will not be responsible for any instructions and/or opinions that are not in writing.

#### N. <u>BID FORM:</u>

Each bidder must submit a fully completed and appropriately signed bid form attached herewith. Any and all calculations, where applicable, must accompany the bid form. Failure of any bidder to appropriately complete this form, may serve as grounds for rejection of the bid.

The unit price bid for this item shall be the net price per dry pound F.O.B. to the Elyria Wastewater Pollution Control Plant, 1194 Gulf Road, Elyria, Ohio.

Each bidder shall submit with his bid the manufacturer's analyses of the material to be furnished.

Each bidder shall submit with his bid the Safety Data Sheets of the material to be furnished.

# Elyria Wastewater Pollution Control Plant ORGANIC POLYELECTROLYTES (POLYMER) FOR SLUDGE CONDITIONING 2023/2024 Bid Form

Polymer Form (Dry)			
2. Method of Delivery (Bag)			
3. Brand Names and/or Other Identification	tion		
4. Manufacturer's Name	-		
5. Estimated Shelf Life of Polymer	-		
6. Guaranteed Delivery Price			\$/pound
7. Guaranteed Deliver Time after Rece	ipt of Order		days
8. Manufacturer's Analyses	<u>MUST</u>	BE INCLUDED	
9. Safety Data Sheets	MUST BE INC	LUDED	
BIDDER MUST COMPLETE AND S	SIGN BELOW:		
Company Name:			
Company Address:			
		Street Address/P	О Вох
	City	State	Zip Code
Title:		_	
Authorized Signature:_Date:		Telephone No.:	
Fax	No.:	Email Address:	
Please Provide a 24-Hour Emergency			
Phone #	or		Contact:
Ordering Information:			
Contact Person:		_Phone	No.:
Additional Information:			

# City Of Elyria, Ohio Wastewater Pollution Control Plant SPECIFICATIONS FOR POLYELECTROLYTES (POLYMER) FOR SLUDGE CONDITIONING

## A. <u>I</u>TEM TO BE PURCHASED FOR THE PERIOD OF APRIL 16, 2023 THRU APRIL 15, 2024

The item to be purchased is an organic polyelectrolyte (polymer) for use as required by the City of Elyria at the Elyria Wastewater Pollution Control Plant, 1194 Gulf Road, Elyria, Ohio.

#### B. **PURPOSE**:

The organic polyelectrolyte (polymer) will be used to condition anaerobically digested sludge, and may be used to condition a mixture of the anaerobically digest sludge and alum sludge from the Elyria Water Treatment Plant before dewatering by four (4) 2-meter belt presses at the Elyria Wastewater Pollution Control Plant, 1194 Gulf Road, Elyria, Ohio.

#### C. <u>APPROXIMATE QUANTITY:</u>

It is estimated that 20,000 pounds of polymer will be required in the operation of the Elyria Wastewater Pollution Control Plant during the stated period.

Exact quantities cannot now be determined, but estimates are given above. Quantities listed may be increased or decreased to meet the requirements of the plant operations during the above period. A minimum is not guaranteed.

#### D. **GENERAL INFORMATION:**

The Elyria Wastewater Pollution Control Plant is equipped for using polymer in dry as well as in liquid form, however, presently the plant intends to use only dry polymer. The polymer feed system includes bag feeders, wetting devices, a mixing and aging tank, a feed tank, and polymer pumps.

#### E. <u>DETAILED SPECIFICATIONS:</u>

The polymer must be able to produce a sludge cake no less than twenty-five (25%) solids and with ninety-two percent (92%) solids capture.

Volume of sludge to be dewatered: Approximately 30,000 to 60,000 gallons/day

Type of Sludge: Sludge will be an anaerobically digested mixture of primary and

secondary sludge.

During the course of the contract period, the sludge may be a mixture of the anaerobically digested sludge from the Elyria Wastewater Pollution Control Plant and alum sludge from the Elyria Water Treatment Plant. The amount of alum sludge solids in the mixture may vary but will generally be 10% to 20% by

weight.

Sludge solids concentration: 4% to 7%

Dewatering duration: Sludge is to be dewatered for eight (8) hours per day, five (5)

days a week for the contract period. (Sludge to be dewatered over the contracted period is approximately 6.5 to 11.7 million

gallons).

#### F. BID EVALUATION:

The City of Elyria shall be the sole judge of whether the polymer to be supplied by the bidder meets the specific needs of the Elyria Wastewater Pollution Control Plant, and shall evaluate qualified bids on the basis of cost and compatibility. The City of Elyria reserves the right to accept or reject any or all bids. Only one (1) polymer shall be bid.

Representative samples of sludge will be furnished for bench testing. Tests can be conducted at the Elyria Wastewater Pollution Control Plant Laboratory; however, bidders should bring their own specialized testing equipment.

The bidder with the best bid in the City's opinion, prior to the award of the contract, will be initially requested to supply, at the expense of the City, a small quantity (up to five bags each; weighing fifty to sixty (50-60) pounds) of polymer. The initial shipment will be used to conduct full scale dewatering by the City under actual operating conditions.

In the case the proposed polymer does not succeed in dewatering sludge to the City's satisfaction, the City of Elyria, at its option, will call the next best bidder to evaluate the effectiveness of their polymer.

#### G. DELIVERY:

The polymer to be supplied under the terms of any contract resulting from this bid will be delivered as ordered by the Superintendent of the Elyria Wastewater Pollution Control Plant, or his representative on an as needed basis at the stated bid price F.O.B. to the Elyria Wastewater Pollution Control Plant, 1194 Gulf Road, Elyria, Ohio 44035.

Deliveries will be accepted between the hours of 7:00 a.m. and 1:00 p.m., Monday thru Friday (Holidays excepted). The polymer shall be delivered in fifty to sixty (50-60) pound bags and shall be unloaded by the successful bidder at the Elyria Wastewater Pollution Control Plant Sludge Disposal Building. Safety Data Sheets (SDS) shall be provided with the initial delivery, and any time thereafter if there is a change in the polymer or the SDS.

The successful bidder shall indemnify and hold harmless the City of Elyria, its officials and employees, from any and all causes of action, claims, or suits brought against the City of Elyria, its officials and employees, for any injury to person(s) or any damage to property resulting from or arising out of or in connection with the shipment, unloading, or temporary storage furnished under this section except for causes of actions, claims, or suits which result from the acts or omissions of employees or agents of the City of Elyria, Ohio.

The successful bidder shall guarantee delivery of the polymer within the time they have stipulated on the completed bid form.

Notice of cancellation and/or rescheduling of deliveries by the successful bidder shall be made as soon as possible with the Elyria Wastewater Pollution Control Plant Superintendent or his representative. The City of Elyria shall not be responsible for any delay resulting in a delay charge due to canceling and rescheduling deliveries by the successful bidder.

The City of Elyria shall not be responsible for any surcharges, such as for fuel price increases.

The successful bidder is advised not to make deliveries against purchase orders resulting from this bid until directed to do so by the Elyria Wastewater Pollution Control Plant Superintendent or his representative.

#### H. **PRODUCT** LIFE:

The organic polyelectrolyte (polymer) dry form shall remain in a uniform, stable condition for a minimum of six (6) months.

#### I. CANCELLATION OF CONTRACT:

The City of Elyria shall have the right to cancel a contract at any time during the contractual period if the polymer properties, polymer life, or delivery times of the polymer are not in accordance with the contract specifications, and the successful bidder is given notice in writing of such deficiencies and is afforded reasonable time to comply with the provisions of the contract, but fails to do so.

#### J. DELAY FOR CAUSES BEYOND CONTROL:

If the successful bidder is delayed in compliance with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the successful bidder's control, including orders, limitations or restrictions of any government agency having jurisdiction over the subject matter of the contract, or by delay authorized by the City of Elyria or by any cause for which the plant superintendent shall decide to justify the delay, then for all such delays and suspension, the successful bidder shall be allowed one calendar day extension beyond the time fixed for compliance with the terms of his contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the plant superintendent.

#### K. **FAMILIARIZATION:**

The bidder, before submitting a bid, shall carefully examine all bid documents, contracts forms, and all other available information; may visit the site to make a thorough investigation of conditions and any and all equipment that may in any manner affect the use of the polymer; shall familiarize himself with federal, state, and local laws, ordinances, rules and regulations, which may in any way affect his performance under this contract; shall carefully coordinate his observations with the requirements of the contract documents. The bidder's obligations hereunder shall include, but not be limited to, making such investigations as the bidder may deem necessary to determine his bid price. Permission to make such investigations on the property of the Elyria Wastewater Pollution Control Plant must first be obtained from the Safety Service Director of the City of Elyria.

#### L. <u>BILLING:</u>

For billing purposes, the unit bid price will be used unless the successful bidder requests another method. However, the method must be approved by the City of Elyria.

#### M. **BID INQUIRIES**:

All questions regarding this bid should be submitted in writing to the Elyria Safety Service Director. Every effort will be made to answer questions in an expeditious manner. As a result of these questions, if in the opinion of the Safety Service Director it is determined that some additional information must be furnished, it will be made available to all parties submitting a bid as an addendum to the bid documents. The City of Elyria will not be responsible for any instructions and/or opinions that are not in writing.

#### N. BID FORM:

Each bidder must submit a fully completed and appropriately signed bid form attached herewith. Any and all calculations, where applicable, must accompany the bid form. Failure of any bidder to appropriately complete this form, may serve as grounds for rejection of the bid.

The unit price bid for this item shall be the net price per dry pound F.O.B. to the Elyria Wastewater Pollution Control Plant, 1194 Gulf Road, Elyria, Ohio.

Each bidder shall submit with his bid the manufacturer's analyses of the material to be furnished.

Each bidder shall submit with his bid the Safety Data Sheets of the material to be furnished.



# **BID FORMS**



## \*\*IMPORTANT NOTICE\*\*

<u>E.E.O.CLAUSE:</u> Must be completed and <u>signed</u>. Each contractor must be

signatory to the Elyria Equal Opportunity Clause.

**AFFIRMATIVE ACTION PLAN:** The Contractor's / Vendor's Affirmative

Action form must be completed and signed. ATTACH IT

TO YOUR AFFIRMATIVE ACTION PLAN along with

TABLE 1 (Total Present Workforce Breakdown). Table 1

is a breakdown by race, sex, and job category of all

current employees on a company-wide basis.

\*\*FAILURE TO PROVIDE ALL OF THE REQUESTED DOCUMENTATION MAY RESULT IN A NON-RESPONSIVE BID.



## **TAX AFFIDAVIT**

State of				
SS				
County				
l,	,	(0.5)		
(Name)		(Officer or	litle)	
of the		, first beir	ng duly sworn doe	S
(Company Name) depose and state that it has submitted a be administered and awarded by the City says that it was not charged with any del penalties or interest or owing to the Cour as hereinafter stated:	y of Elyr linquent nty of Lo	ia, Ohio. Further personal propert orain, State of Oh	, Affiant y taxes, io, except	
(If none, state NONE. If due, state amou	unt due 1	ogether with ass	essed interest and	  d
Further, Affiant says that a copy of this so		t, affirmed under	oath shall be mad	de a part
Further, Affiant sayeth naught.				
		Corporation or B	usiness)	
	By:			
	Title:			
Sworn to and subscribe in my present th	is	day of	20	
		Notary Pu	blic	



#### **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

All public contracts hereinafter entered into by the City of Elyria in which the contract is in excess of twenty-five thousand dollars (\$25,000.00), or the contractor has reached a cumulative total of \$25,000.00 in contracts with the City during the fiscal year, shall incorporate an Equal Employment Opportunity Clause which shall read as follows:

#### During the performance of this contract, the contractor agrees as follows:

1.) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, national origin or handicap. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to race, religion, color, sex, national origin or handicap during employment.

As used herein, the word "treated" shall mean and include without limitation, the following:

**Recruited:** Whether in the form of rates of pay or other forms of compensation.

<u>Selected for Training:</u> Including apprenticeship, promoted, upgraded, transferred, laid-off and terminated.

The contractor agrees to and shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the non-discrimination clause.

- **2.)** The contractor shall, in all solicitations or advertisement for employees placed by or on the behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or handicap.
- **3.)** The contractor shall submit to the City, in writing, an affirmative action plan and shall furnish all information and reports required by the City or its representative pursuant to this chapter and permit access to the contractor's books, records, and accounts by the contracting agency and affirmative action officials for purposes of investigation to ascertain compliance with the Affirmative Action Program. The contractor may comply with the provisions of this section by doing one of the following:
  - 1.) The contractor may submit its Affirmative Action Program in writing at the time of its submission of bid, or
  - 2.) The contractor may submit its Affirmative Action Program in writing prior to its submission of bid for pre-certification.

The contractor's Affirmative Action Program may be pre-certified upon the filing and approval of its Affirmative Action Program with the City's O.E.O. not more than six (6) months prior to its bid submission. Upon pre-certification, the contractor will be issued a pre-certification compliance number for its Affirmative Action Program, which may be used and referred to in any bid submission in the place of any other written requirement for Affirmative Action Program submission. It shall be the sole responsibility of the contractor to be re-certified upon the expiration of its pre-certification. Approved programs may be reviewed before any pre-certification expiration date.

**4.)** The contractor shall send to each labor union or representatives of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the Equal Employment Opportunity Clause of the City of Elyria and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 5.) The contractor shall take such action with respect to any subcontractor as the City of Elyria may direct a means of enforcing the provisions of the E.E.O. Clause including penalties and sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's Equal Opportunity Program and in the case of contracts receiving federal assistance, the contractor or the
- **6.)** City may request the United States to enter into such litigation to protect the interest of the United States.
- **7.)** The contractor shall file and shall cause his/her subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports shall contain information as to the employment practices, policies, programs and statistics of the contract and subcontractor(s).
- **8.)** The contractor shall include the provisions of the Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor and/or vendor.
- **9.)** Refusal by the contractor or subcontractor to comply with any provision of this program as herein stated and described will subject the offending party to any or all of the following penalties:
  - a) Withholding of all future payments under the involved public contracts to the contractor in violation until it is determined that the contractor or subcontractor is in compliance with the provision of this contract.
  - b) Refusal of all future bids for any public contract with the City or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that he/she has established and shall carry out the policies of the programs as herein outlined.
  - c) Cancellation of the public contract and declaration of forfeiture of the performance bond.
  - d) In cases in which there is a substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals, or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the policy as herein outlined.

Name of Company Official	Title
Name of Company	(Area Code/Telephone Number)
Signature of Company Official	Date Signed



## CONTRACTOR'S/VENDOR'S AFFIRMATIVE ACTION INFORMATION SHEET

\*\*\*\*This Affirmative Action Information Sheet is to be completed and returned with the Bid\*\*\*\*

Bidder's E.	E.O. Officer's Name:_
Bidder's E.	E.O. Officer's Title:
Bidder's Fi	m Name:_
Address:	
City, State,	County, Zip Code:
Phone/Fax	#/Email:(
E-Mail Add	ress:
NOTE: T	he Bidder must comply with either #1 or #2 below. (Please check in the correct item).
#1	Our firm has been pre-certified by the Elyria E.E.O. Officer.
	Our pre-certification number is:
	Our pre-certification expires on:
	A copy of our pre-certification letter from Elyria is attached: Yes Or No
#2	We are enclosing our own Affirmative Action Plan with this Bid (# of Pages)
	(For City Official use only)
CITY OF I	ELYRIA SIGN-OFF:(Officer Signature)
Affirmative	e Action/Equal Opportunity Officer Comments:
	·

## CONTRACTOR/SUPPLIER AFFIRMATIVE ACTION PROGRAM TOTAL PRESENT WORKFORCE BREAKDOWN

#### TABLE 1

JOB CATEGORY	TOTAL	MALE	EMPLOYEE	S MINORITY	GROUPS	TOTAL			MPLOYEES Y GROUPS		TOTAL
	MALES	WHITE	BLACK	SPANISH	OTHER MINORITY	FEMALES	WHITE	BLACK	SPANISH	OTHER MINORITY	ALL EMPLOYEES
OFFICIALS/ADMINISTRATORS											
PROFESSIONALS											
TECHNICIANS											
PROTECTIVE SERVICE											
SALES											
PARAPROFESSIONALS											
OFFICE/CLERICAL											
SKILLED CRAFT - SPECIFY											
JOURNEYMEN											
HELPERS											
APPRENTICES											
TRAINEES											
LABORERS											
SERVICE/CUSTODIAL											
OTHERS - SPECIFY											
TOTAL:											