

**2019
CITY OF WARREN
WATER
FILTRATION
CHEMICAL
BIDS**



**City of Warren, Ohio
Water Department
Ordinance No. 12892/19**

CITY OF WARREN, OHIO

MAYOR

WILLIAM D. FRANKLIN

SAFETY SERVICE DIRECTOR

ENZO C. CANTALAMESSA

LAW DIRECTOR

GREGORY HICKS

AUDITOR

VINCENT S. FLASK

DIRECTOR OF UTILITY SERVICES

FRANCO A. LUCARELLI

COUNCIL

PRESIDENT OF COUNCIL

JAMES GRAHAM

FIRST WARD

LARRY LARSON

SECOND WARD

ALFORD L. NOVAK

THIRD WARD

JOHN R. BROWN, JR.

FOURTH WARD

MARK FORTE

FIFTH WARD

KEN MACPHERSON

SIXTH WARD

CHERYL SAFFOLD

SEVENTH WARD

EUGENE MACH

COUNCIL-AT-LARGE

EDDIE COLBERT

HELEN RUCKER

DANIEL J. SFERRA

CLERK OF COUNCIL

BRENDA E. SMITH

BOARD OF CONTROL

WILLIAM D. FRANKLIN – MAYOR

ENZO C. CANTALAMESSA – SAFETY SERVICE DIRECTOR

**RACHEL HATHORN - SECRETARY
CITY OF WARREN, OHIO**

LEGAL NOTICE
ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that the City of Warren, Ohio will accept bids for the:

VARIOUS CHEMICALS

The Director of Public Service will receive sealed bids for the above-mentioned sale until 11:00 o'clock, on

November 14, 2019

At the office of the Director of Public Service and Safety, 391 Mahoning Avenue N.W., Warren, Ohio, 44483, and publicly opened and read aloud at City Hall, Warren, Ohio, immediately thereafter for furnishing material and performing the labor for the execution of the above-mentioned project for General Contract.

Bid blanks and specifications sheets are on file at the office of the,

WARREN WATER FILTRATION PLANT
2710 STATE ROUTE 5, ELM RD EXTENSION
CORTLAND, OHIO 44410
330-841-2578

HOURS: 6:30AM TO 2:30PM

The Board of Control reserves the right to reject any or all bids and to waive any informalities in bidding.

Each bidder shall be required to file with his bid a bid guaranty in one of the following forms:

- (1) A bond, for the full amount of his bid; or
- (2) A certified check equal to ten percent (10%) of his bid; or
- (3) A cashier's check equal to ten percent (10%) of his bid; or
- (4) A letter of credit, pursuant to Chapter 1305 of the Ohio Revised Code, equal to ten percent (10%) of his bid.

Any bid guaranty shall be subject to the applicable provisions of Chapter 153 of the Ohio Revised Code to the same extent as if said provisions of Chapter 153 were fully incorporated within said bid guaranty.

If the bid is accepted, the successful bidder shall enter into a contract and furnish a Contract Performance Bond as provided for below:

LEGAL NOTICE-CONTINUED:

(A) Successful bidders will be required to submit a Material Performance Bond in the amount of \$ 10,000.00.

Bids of corporation not chartered in Ohio must be accompanied by proper certification that such corporation is authorized to do business in Ohio.

Successful Bidders will be required to pay at least minimum wage rates predetermined by the State of Ohio for the project work as required. The schedule of Approved Wage Rates, predetermined by the State of Ohio, incorporated in the Contract Documents.

Each Bidder must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.

The successful low bidder will be required to comply with all contract requirements for Equal Employment Opportunities. All Bidders must fill in all the blanks of the Proposal in ink or typewritten.

This Agreement is subject to the requirements of the Clean Air Act, as amended, 33 USC1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

No bids may be withdrawn after the scheduled closing time for receipt of bids for at least ninety (90) days.

Attest to: RACHEL HATHORN, (330) 841-2601.

THE CITY OF WARREN

**ENZO C. CANTALAMESSA
DIRECTOR OF PUBLIC SERVICE AND SAFETY**

ADVERTISE: October 22 and October 25

NOTICE TO ALL BIDDERS

IT WILL BE UNDERSTOOD THAT ALL QUOTATIONS ARE FIRM UNTIL DECEMBER 31, 2020.

ALTERNATIVE BIDS MAY BE CONSIDERED BY THE CITY OF WARREN FOR QUOTATIONS THAT ARE FIRM UNTIL DECEMBER 31, 2021.

THIS NOTICE IS INTENDED TO CLARIFY THE PROCEDURE IN BIDDING AND BECOMES A PART OF THE INSTRUCTIONS TO BIDDERS.

THE CITY OF WARREN MAY BUY ALL OR PART OF THE ITEMS UPON WHICH BIDS HAVE BEEN REQUESTED DURING THE EFFECTIVE PERIOD OF THE CONTRACT. PURCHASES MAY BE MADE IMMEDIATELY UPON EXECUTION OF THE CONTRACT OR NEAR THE TERMINATION DATE.

BIDS SHALL BE MADE ON THE FORMS PROVIDED HEREIN. THESE FORMS SHALL REMAIN ATTACHED TO THE BIDDING MANUAL. THE ENTIRE MANUAL SHALL BE RETURNED AND SEALED.

(IT IS THE RESPONSIBILITY OF EACH BIDDER TO PROVIDE FOR HIS OWN COPIES).

2019 CHEMICAL BID QUANTITIES

CHEMICAL

APPROXIMATE QUANTITIES

(REQUIRED FOR 1 YEAR)

AQUEOUS AMMONIA	108 TONS OR 29,000 GALLONS
HYDROFLUOSILICIC ACID	24,000 GALLONS
POWDER ACTIVATED CARBON	160 TONS
SODIUM HYPOCHLORITE	250,000 GALLONS
PEBBLE QUICK LIME	200 tons
ANIONIC POLYMER	20,000 GALLONS

CITY OF WARREN, OHO

PROPOSAL

In accordance with these specifications, in all its parts, and subject to the terms, conditions, and requirements contains therein, the undersigned proposes to furnish the equipment and provide services identified.

The undersigned has read, studied and understood all the Specifications and Contract Documents, including all Addenda, and accepts the same as sufficient to indicate and convey understanding of all the conditions and requirements under the contract, and proposes to comply with all the conditions and requirements under the contract.

Bids will be accepted for:

A: AQUEOUS AMMONIA

FIRM UNTIL DECEMBER 31, 2020 with a one-year renewable clause. By October 1, 2020 the successful bidder and the City of Warren must notify each other, by letter, stating their intentions as to renewing the contract for the year 2021.

The undersigned consents to service of process by a court of competent jurisdiction located in Ohio for the resolution of any and all disputes arising under this contract.

The Bid for the aforementioned A: is

_____dollars

\$ _____ . _____ PER _____

Name of Bidder:

Signed by: *

Title:

***Corporate bidders shall provide evidence of authorization for signatory**

Phone Number to Contact for Ordering: _____

CITY OF WARREN, OHO

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In accordance with these specifications, in all its parts, and subject to the terms, conditions, and requirements contains therein, the undersigned proposes to furnish the equipment and provide services identified.

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Bids will be accepted for:

Aa: ALTERNATE AQUEOUS AMMONIA

FIRM UNTIL DECEMBER 31, 2021 with a one-year renewable clause. By October 1, 2021 the successful bidder and the City of Warren must notify each other, by letter, stating their intentions as to renewing the contract for the year 2022.

The undersigned consents to service of process by a court of competent jurisdiction located in Ohio for the resolution of any and all disputes arising under this contract.

The Bid for the aforementioned Aa: is

_____ dollars

\$ _____ . _____ PER _____

Name of Bidder:

Signed by: *

Title:

***Corporate bidders shall provide evidence of authorization for signatory**

Phone Number to Contact for Ordering: _____

CITY OF WARREN, OHO

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Bids will be accepted for:

B: HYDROFLUOSILICIC ACID

FIRM UNTIL DECEMBER 31, 2020 with a one-year renewable clause. By October 1, 2020 the successful bidder and the City of Warren must notify each other, by letter, stating their intentions as to renewing the contract for the year 2021.

The undersigned consents to service of process by a court of competent jurisdiction located in Ohio for the resolution of any and all disputes arising under this contract.

The Bid for the aforementioned B: is

_____ dollars
\$ _____ . _____ PER _____

Name of Bidder:

Signed by: *

Title:

***Corporate bidders shall provide evidence of authorization for signatory**

Phone Number to Contact for Ordering: _____

CITY OF WARREN, OHIO

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The undersigned has read, studied and understood all the Specifications and Contract Documents, including all Addenda, and accepts the same as sufficient to indicate and convey understanding of all the conditions and requirements under the contract, and proposes to comply with all the conditions and requirements under the contract.

Bids will be accepted for:

Ba: ALTERNATE HYDROFLUOSILICIC ACID

FIRM UNTIL DECEMBER 31, 2021 with a one-year renewable clause. By October 1, 2021 the successful bidder and the City of Warren must notify each other, by letter, stating their intentions as to renewing the contract for the year 2022.

The undersigned consents to service of process by a court of competent jurisdiction located in Ohio for the resolution of any and all disputes arising under this contract.

The Bid for the aforementioned Ba: is

_____ dollars

\$ _____ . _____ PER _____

Name of Bidder:

Signed by: *

Title:

***Corporate bidders shall provide evidence of authorization for signatory**

Phone Number to Contact for Ordering: _____

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Bids will be accepted for:

C: POWDER ACTIVATED CARBON

FIRM UNTIL DECEMBER 31, 2020 with a one-year renewable clause. By October 1, 2020 the successful bidder and the City of Warren must notify each other, by letter, stating their intentions as to renewing the contract for the year 2021.

The undersigned consents to service of process by a court of competent jurisdiction located in Ohio for the resolution of any and all disputes arising under this contract.

The Bid for the aforementioned C: is

_____ dollars

\$ _____ . _____ PER _____

Name of Bidder:

Signed by: *

Title: _____

***Corporate bidders shall provide evidence of authorization for signatory**

Phone Number to Contact for Ordering: _____

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Bids will be accepted for:

Ca: ALTERNATE POWDER ACTIVATED CARBON

FIRM UNTIL DECEMBER 31, 2021 with a one-year renewable clause. By October 1, 2021 the successful bidder and the City of Warren must notify each other, by letter, stating their intentions as to renewing the contract for the year 2022.

The undersigned consents to service of process by a court of competent jurisdiction located in Ohio for the resolution of any and all disputes arising under this contract.

The Bid for the aforementioned Ca: is

_____ **dollars**

\$ _____ **PER** _____

Name of Bidder:

Signed by: *

Title:

***Corporate bidders shall provide evidence of authorization for signatory**

Phone Number to Contact for Ordering: _____

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Bids will be accepted for:

D: SODIUM HYPOCHLORITE

FIRM UNTIL DECEMBER 31, 2020 with a one-year renewable clause. By October 1, 2020 the successful bidder and the City of Warren must notify each other, by letter, stating their intentions as to renewing the contract for the year 2021.

The undersigned consents to service of process by a court of competent jurisdiction located in Ohio for the resolution of any and all disputes arising under this contract.

The Bid for the aforementioned D: is

_____ dollars

\$ _____ . _____ PER _____

Name of Bidder:

Signed by: *

Title:

***Corporate bidders shall provide evidence of authorization for signatory**

Phone Number to Contact for Ordering: _____

CITY OF WARREN, OHO

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Bids will be accepted for:

Da: ALTERNATE SODIUM HYPOCHLORITE

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The undersigned consents to service of process by a court of competent jurisdiction located in Ohio for the resolution of any and all disputes arising under this contract.

The Bid for the aforementioned Da: is

_____dollars

\$ _____ . _____ PER _____

Name of Bidder:

Signed by: *

Title:

***Corporate bidders shall provide evidence of authorization for signatory**

Phone Number to Contact for Ordering: _____

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The undersigned has read, studied and understood all the Specifications and Contract Documents, including all Addenda, and accepts the same as sufficient to indicate and convey understanding of all the conditions and requirements under the contract, and proposes to comply with all the conditions and requirements under the contract.

Bids will be accepted for:

E: PEBBLE LIME

FIRM UNTIL DECEMBER 31, 2020 with a one-year renewable clause. By October 1, 2020 the successful bidder and the City of Warren must notify each other, by letter, stating their intentions as to renewing the contract for the year 2021.

The undersigned consents to service of process by a court of competent jurisdiction located in Ohio for the resolution of any and all disputes arising under this contract.

The Bid for the aforementioned E: is

_____ **dollars**

\$ _____ **PER** _____

Name of Bidder:

Signed by: *

Title:

***Corporate bidders shall provide evidence of authorization for signatory**

Phone Number to Contact for Ordering: _____

CITY OF WARREN, OHO

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The undersigned has read, studied and understood all the Specifications and Contract Documents, including all Addenda, and accepts the same as sufficient to indicate and convey understanding of all the conditions and requirements under the contract, and proposes to comply with all the conditions and requirements under the contract.

Bids will be accepted for:

Ea: ALTERNATE PEBBLE LIME

FIRM UNTIL DECEMBER 31, 2021 with a one-year renewable clause. By October 1, 2021 the successful bidder and the City of Warren must notify each other, by letter, stating their intentions as to renewing the contract for the year 2022.

The undersigned consents to service of process by a court of competent jurisdiction located in Ohio for the resolution of any and all disputes arising under this contract.

The Bid for the aforementioned Ea: is

_____dollars

\$ _____ . _____ PER _____

Name of Bidder:

Signed by: *

Title:

***Corporate bidders shall provide evidence of authorization for signatory**

Phone Number to Contact for Ordering: _____

CITY OF WARREN, OHO

PROPOSAL

In accordance with these specifications, in all its parts, and subject to the terms, conditions, and requirements contains therein, the undersigned proposes to furnish the equipment and provide services identified.

The undersigned has read, studied and understood all the Specifications and Contract Documents, including all Addenda, and accepts the same as sufficient to indicate and convey understanding of all the conditions and requirements under the contract, and proposes to comply with all the conditions and requirements under the contract.

Bids will be accepted for:

F: ANIONIC POLYMER

FIRM UNTIL DECEMBER 31, 2020 with a one-year renewable clause. By October 1, 2020 the successful bidder and the City of Warren must notify each other, by letter, stating their intentions as to renewing the contract for the year 2021.

The undersigned consents to service of process by a court of competent jurisdiction located in Ohio for the resolution of any and all disputes arising under this contract.

The Bid for the aforementioned F: is

_____dollars

\$ _____ . _____ PER _____

Name of Bidder:

Signed by: *

Title:

***Corporate bidders shall provide evidence of authorization for signatory**

Phone Number to Contact for Ordering: _____

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In accordance with these specifications, in all its parts, and subject to the terms, conditions, and requirements contains therein, the undersigned proposes to furnish the equipment and provide services identified.

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Bids will be accepted for:

Fa: ALTERNATE ANIONIC POLYMER

FIRM UNTIL DECEMBER 31, 2021 with a one-year renewable clause. By October 1, 2021 the successful bidder and the City of Warren must notify each other, by letter, stating their intentions as to renewing the contract for the year 2022.

The undersigned consents to service of process by a court of competent jurisdiction located in Ohio for the resolution of any and all disputes arising under this contract.

The Bid for the aforementioned Fa: is

_____dollars

\$ _____ . _____ PER _____

Name of Bidder:

Signed by: *

Title:

***Corporate bidders shall provide evidence of authorization for signatory**

Phone Number to Contact for Ordering: _____

Specifications of Chemicals

To be furnished to the City of Warren Water Purification Plant, Warren, Ohio.

GENERAL INFORMATION

All chemicals furnished to the City of Warren, Water Purification Plant shall be by truck: FOB Water Purification Plant St. Rt. 5 Elm Road Extension, Cortland, Ohio 44410. The Plant is located five (5) miles northeast of the City of Warren on Ohio St. Rt. 5.

The bidders shall submit the name and number of a water representative where their material, upon which a bid is submitted, is being used at the present time.

All material supplied under these contracts must meet ANSI/NSF 60/61 Regulation for drinking water additives.

Proof of certification or Underwriter's Laboratory Certificate must be submitted with each bid.

A: AQUEOUS AMMONIA

Identification of Product

Product Name:	Aqua Ammonia, Neutralization Grade
Synonym:	NH ₄ OH, Aqueous Ammonia, Ammonia Solution
Chemical Name:	Ammonium Hydroxide
Chemical Family:	An inorganic alkali liquid (Alkali)
Chemical Formula:	NH ₄ OH-H ₂ O

Physical and Chemical Properties

Physical State:	Liquid
Appearance/Color/Odor:	Colorless liquid with pungent odor
Solubility in Water:	100%
Specific Gravity (Water = 1):	0.92 @ 60 degrees F
Vapor Density (Air = 1):	0.6 @ 32 degrees F
Weight/Gallon:	7.74 lbs.
pH:	> 13
Boiling Point/Range:	120.6 degrees F @ 14.7 PSIA
% Volatiles:	19%
Baume' @ 60 degrees F:	20.65
How to detect this compound:	Smell. The odor threshold for Aqua Ammonia is 1-5 ppm.

Aqueous Ammonia shall be 19% purity in bulk.

There shall be a minimum delivery of 1,500 gallons and a maximum of 2,000 gallons.

B: HYDROFLUOSILICIC ACID

The Hydrofluosilicic Acid is to consist of 23% purity at a bulk density of 10.31 lb./gallon.

Two (2) self-supporting bulk storage tanks are provided, each having a minimum (working) capacity of 1,800 gallons. The maximum delivery amount shall be 3,200 gallons and a minimum of 2,000 gallons.

C: POWDER ACTIVATED CARBON

Activated Carbon shall be of the type and quality suitable for use in the treatment of Public Water Supplies having the specific property of removing organic and inorganic substances which produce, or tend to produce, directly or indirectly, objectionable tastes and odors in either raw or treated water supplies. Such Activated Carbon shall be supplied in a powdered form and produced from bituminous coal. Bidder shall supply the City of Warren with raw material production data of the carbon.

Alternate bid will be accepted on high absorption capacity grades or carbons suitable for potable water use but not normally used for taste and odor treatment in water supply.

The bid for this item should be given per ton in bulk with a maximum delivery of 20,000 lbs. and a minimum delivery of 10,000 lbs.

D: SODIUM HYPOCHLORITE

Identification of Product

Product Name:	HASA 12.5% Sodium Hypochlorite Solution
Common Chemical Names:	Hypochlorite solution salt, sodium hypochlorite
Chemical Names of Ingredients [$>1.0\%$ by weight]	Sodium hypochlorite
Chemical Family:	Inorganic halogen compound
CAS Registry Number:	7682-52-9
Empirical Formula:	NaOCl
Molecular Weight:	74.45

Physical and Chemical Properties

Vapor Pressure:	12.1 mm Hg at 20 degrees C [12.5% solution]
Weight/Gallon:	10.0 lbs. (4.54 kg)
Density [liquid]:	1.20 at 20 degrees C (68 degrees F)
Physical State:	Liquid Solution
Solubility in Water:	Complete
pH:	11.2 – 11.4
Odor:	Slight Bleach
Boiling Point:	Decomposes
Freezing Point:	-20 degrees F
Color:	Straw Yellow
Stability:	Stabile

Sodium Hypochlorite will be 12.5% purity for bulk storage. Average monthly usage requirements will be approximately 21,000 gallons.

E: PEBBLE LIME

The Pebble Lime for the Water purification Plant shall be received by pressure flow pneumatic truck only.

The Pebble Lime shall be suitable for handling from trucks by pneumatic conveying equipment, for storage in a closed hopper bottom concrete bin and for measurement and application through dry feed machines. Pebble Lime shall have no characteristics or no impurities or foreign matter, which would interfere with such handling, storage, or application.

Bidder shall submit an analysis of material, which he/she proposes to furnish, and if requested, must agree to submit an analysis of each truck of material, which is shipped to the City of Warren Water Purification Plant. The analysis of Pebble Lime must include the of Water-soluble Calcium Oxide (CAO) and also the temperature rise according to the slaking test.

The Lime shall be the best quality of freshly burned rotary or vertical kiln Quick Lime usually known as Pebble Lime. It shall be a brand which has been previously successfully in operation of municipal water softening plants in the United States.

The lime shall be crushed or ground so that lumps shall be no greater than $\frac{3}{4}$ of an inch in any direction or no smaller than $\frac{3}{8}$ of an inch in any direction.

The Lime shall be of the quality known as Quick Slaking Lime. Lime that does not meet the following slaking test will not be accepted.

One hundred grams of a sample taken from shipment is added to four hundred cubic centimeters of distilled water at a temperature of twenty-five degrees centigrade. The mixture is constantly stirred and temperature readings taken at end of three (3) minutes. The lime mixture must show a temperature rise of not less than forty (40) degrees centigrade within three (3) minutes.

F: ANIONIC POLYMER

A medium charge anionic polyacrylamide in emulsion form that is used as a flocculant for dewatering in a centrifuge system.

SLUDGE CHARACTERISTICS

Type of Sludge	Alum/Polymer Blend, Carbon & Lime
Solids Concentration (% TSS)	32% - 36%
Volatile Solids Content (%)	0% Waste Water
Temperature	35° - 90° F
pH	8.1
Sludge Volume Index (SVI)	100,000 – 250,000 gal/day
Operating Cycle (hrs./days/week)	8 -10 hrs./day (capable of continuous duty)

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Anionicity	50 %
Active Polyacrylamide Min.	29 %
Freezing Point	7° F (-14° C)
Flash Point	>200° F (>93° C)
Approx. Bulk Density	1.05

SPECIFICATIONS

Total Solids	32.5 -39.5%
Residual AcAm	< 1000 ppm
Neat Viscosity	300 – 2000 cPs
UL Viscosity	7.0-9.5 cPs

SHIPPING

Polymer must be shipped in **returnable** 55-gallon, lined steel drums containing approximately 450 pounds net or in **returnable** 275-gallon tote tanks.

- **The City of Warren, Board of Control, has the option to reject any or all bids.**

ADDITIONAL REQUIREMENTS

- Product must be commercially in the municipal potable water market.
- Bidder must supply a list of plants of equal size that are presently using their product.
- All bids must be accompanied by Material Safety Data Information (MSDS).
- Bidder shall send a sample of product ten (10) days prior to bid for testing.
- **The City of Warren, Board of Control, has the option to reject any or all bids.**

APPROVALS

- (1) Material must have N.S.F. Certification to comply with standard 60/61 regulation for drinking water additives, or Underwriters Laboratories Classified with respect to Standard ANSI/NSF 60/61.
- (2) Material must have N.S.F. Certification at time of bid and maintain N.S.F. Certification for the life of the contract.
- (3) Bidder must show N.S.F. Certification with bid or Underwriters Laboratories Certificate.

Bid Guaranty Bond

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto the City of Warren, Ohio as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____ to undertake the project known as _____. The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20 __. THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for _____.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or

completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials supplier or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond.

DATE

PRINCIPAL

DATE

SURETY

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT, THAT we, _____
as Principal and _____ as Surety, are held firmly bound unto the
City of Warren, Ohio, in the sum of _____ Dollars -
(\$ _____), for the payment of which, well and truly to be made, we do hereby
jointly and severally bind ourselves, our heirs, successors, administrators, executors, legal
representatives and assigns by these present.

THE CONDITIONS OF THIS OBLIGATION are such that, whereas, the above named Principal
did on this _____ day of _____, 20____, enter into the agreement hereto
attached, with the said CITY OF WARREN, which said agreement is made a part of this Bond
the same as if fully set forth herein.

NOW, if the said party of the Second Part in the aforesaid agreement, shall well and truly execute
all and singular the stipulations by it to be executed and shall fully and faithfully perform all and
singular the terms, conditions and requirements of the drawings, specifications and contract, and
shall indemnify and save harmless THE CITY OF WARREN, OHIO, from all suits and actions
of every name and description, brought against the said city, or any officer of said city, or any
duly authorized representative of the city for or on account of any injury or damage to persons or
property arising from or growing out of the construction of the work in said agreement specified
to be done, or the doing of any work therein described, and shall indemnify and save harmless
THE CITY OF WARREN from all suits and expense over and above the expense included in the
contract price; for royalties, license or infringement on patents that may be involved in the plan
of construction of the appliances contracted for, or any of the parts thereof, thereafter, and if said
Party of the Second Part shall defend, at its proper cost and expense, any and all suits or action of
any kind whatsoever that may be brought against THE CITY OF WARREN, by reason of the use
of said appliances or any parts thereof, and further shall indemnify and save harmless said CITY
OF WARREN, from all liens, charges, claims, demands, loss, costs and damages of every kind
and nature whatsoever, and shall pay all just and legal claims for labor performed upon, and for
materials, and machinery furnished for the work specified in the said agreement, and if said Party
of the Second Part shall make good any defects in material or workmanship of the herein work as
may be discovered and be determined by the city within two (2) years after the date of the final
estimate, as described in the specifications or if the said Party of the Second Part shall reimburse
the Party of the First Part for repairs because of defects occurring within said period and made by
or at the instance of the First Party and in the manner provided by the herein contract and
specifications, then this obligation to be void, otherwise to be and remain in full force and virtue
in law; we hereby agree and consent that this undertaking shall be for the use of laborer, material
man, or machinery man, having a just claim as aforesaid, as well as the said CITY OF
WARREN, OHIO, and the said surety for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of contract or to the work to be
performed there under or the specifications accompanying the same shall in any wise effect its
obligations of this bond, and it does hereby waive notice of any such charge, extension of time,
alteration or addition to the terms of the contract, or to do the work or to the specifications.

PERFORMANCE BOND-CONTINUED:

WITNESS OUR SIGNATURES, THIS ____ day of _____, 20____, signed in the presence of:

PRINCIPAL

SURETY

Said bond to be properly and duly executed by an approved Surety Company licensed to conduct business in the State of Ohio.

Tom Letson, Treasurer
PO Box 230
Warren, OH 44482
Telephone: 330.841.2551

INCOME TAX DIVISION



**CONTRACTOR'S TAX AFFIRMATION
FOR
WARREN CITY INCOME TAX**

Please complete the following information:

COMPANY/BUSINESS _____ FED. ID NO. _____

MAILING ADDRESS _____ TELEPHONE _____

PRESIDENT _____

PERSON TO CONTACT _____

I, _____, do hereby agree to register with the City of Warren's Income Tax Department to establish an active account, if I have not already done so, and to comply with all tax-related Ordinances.

I hereby agree to keep my City Income Tax account current and specifically agree and understand that any arrearages on said account may be deducted from the monies due me from the City for my performance of the work covered by this contract.

➤ NOTE: You, as the main contractor have the responsibility to inform all of your sub-contractors of the City of Warren's tax liability of 2.5%. Please forward a list of all sub-contractors with names, addresses, phone numbers and federal identification numbers to the Warren City Income Tax Department.

UNDERSTOOD AND AGREED

By: _____
(Name)

(Title)

(Date)

WITNESSED BY:

NON-COLLUSION AFFIDAVIT

STATE OF OHIO

COUNTY OF TRUMBULL

(a) _____ being duly sworn, deposes and says that he is (b) _____ of the (c) _____, and that he has been duly authorized to submit a proposal of the amount shown on the proposal "Sources and Uses of Funds" and that the aforementioned persons and/or corporation are the only persons interested in any Contract which may result from the herein contained Proposal; that the said proposal is made without any connection, interest, or collusion in the profit thereof with any other person making any other bid or proposal for said project; that said proposal is on his part in all respects fair, without collusion or fraud, and also that no officer, employee or official of the City of Warren, Ohio, is directly or indirectly interested therein; and that all statements made by him in his proposal are true.

(a) _____
Signed

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

Notary Public

My Commission expires _____

Notary Seal

- (a) Affiant or name of person submitting the Proposal.
- (b) Affiant's duly authorized title.
- (c) Name of Corporation or partnership submitting Proposal.

CONTRACT

MEMORANDUM OF AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Warren, Ohio, acting by and through _____, it's duly appointed, qualified and acting Director of Public Service, hereinafter known and designated as party of the first part and _____, hereinafter known as party of the second part.

WITNESSETH: the said party of the second part has agreed and hereby does agree with the part of the first part for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond bearing even date with these present and hereto attached, to furnish at his own proper costs and expense, all complete the work of

_____ in strict conformity with the Proposal, Plans, Drawings, Profiles and Specifications for said work which are hereto attached and made a part hereof.

And the said party of the first part, in consideration of faithful and entire performance of the foregoing stipulations, hereby covenants and agrees to pay to the party of the second part the respective amounts set forth in the bid and proposal, copy of which is attached, and at such time and in such manner as is provided for in the specifications hereto attached, all of which are made a part hereof.

In witness whereof, the parties hereto have affixed their signatures the day and year first above mentioned.

CITY OF WARREN, OHIO

WITNESS: _____ By _____

Director of Public Service

Contractor

By _____

The Contract approved by the Board of Control of the City of Warren, Ohio, this _____ day of _____, 20____.

Mayor

Director of Public Service

I hereby certify that the money for the City's share is in the Treasury to the proper fund and not appropriated for any other purpose.

City Auditor

Approved as to legal form and correctness

Dated at Warren, Ohio
This _____ day of _____, 20____

Law Director