

**STATE OF OHIO
THE MAHONING VALLEY SANITARY DISTRICT**

**INFORMATION AND INSTRUCTIONS FOR BIDDERS, PROPOSAL,
CONTRACT AND BOND FORMS AND SPECIFICATIONS FOR**

CONTRACT NO. G-083

FOR

FURNISHING PORCELAIN SPHERES

FISCAL YEAR NO. 81 – JULY 1, 2012 TO JUNE 30, 2013

| | |
|------------------------|------------------------|
| James v. Sylvester | President of the Board |
| Matthew J. Blair | Board Member |
| Rufus G. Hudson | Board Member |
| Presley L. Gillespie | Board Member |
| Thomas F. Holloway, PE | Chief Engineer |
| Alan Tatalovich | Secretary/Treasurer |



2012

**ADVERTISEMENT FOR BIDS
THE MAHONING VALLEY SANITARY DISTRICT**

FOR PORCELAIN SPHERES

Sealed proposals(bids) for purchase of PORCELAIN SPHERES will be received by the Board of Directors of The Mahoning Valley Sanitary District at the office of its Chief Engineer located at the Administration Building, 1181 Ohltown-McDonald Road, Weathersfield Township, Trumbull County, Ohio, until **1:00 p.m. Eastern Standard Time, on Tuesday, March 6, 2012.** Proposals may be presented in person or mailed. Mail should be addressed to The Mahoning Valley Sanitary District, PO Box 4119, Youngstown, OH 44515-0119 or 1181 Ohltown-McDonald Road, Mineral Ridge, OH 44440

Specifications and all information dealing with the project can be found at our website www.meanderwater.org under the "Bid Notices" pull down menu. RFI's may be directed to duane.turnage@meanderwater.org Also you may send us a fax requesting the bid specifications to 330-652-6293.

The Proposal shall include delivery to the facilities of The Mahoning Valley Sanitary District as described above.

The Board of Directors reserves the right to reject any or all proposals, to waive irregularities in any proposal, and to award the contract as the best interest of The Mahoning Valley Sanitary District may require.

Thomas F. Holloway, PE
Chief Engineer

BOARD OF DIRECTORS
THE MAHONING VALLEY SANITARY DISTRICT

Alan Tatalovich
Secretary/Treasurer

Publish once each week for five consecutive weeks
beginning February 3, 10, 17, 24, March 2, 2012

STATE OF OHIO
THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. G-083

FOR FURNISHING

PORCELAIN SPHERES

Fiscal Year No. 81 – July 1, 2012 to June 30, 2013

Sealed bids for proposals for Porcelain Spheres will be received at the office of The Mahoning Valley Sanitary District, Water Purification Plant, in Weathersfield Township, Trumbull County, Ohio (mail address: PO Box 4119, Youngstown, Ohio 44515 or 1181 Ohltown-McDonald Rd., Mineral Ridge, Ohio 44440), until **one o'clock p.m., Eastern Standard Time on Tuesday, March 6, 2012.**

The Water Purification Plant is located in Weathersfield Township, Trumbull County, Ohio, about two miles south of the center of the City of Niles, and near Mineral Ridge, Ohio.

The contract is for furnishing and delivering the above material and/or service as therein provided for use in connection with operation of the Water Purification Plant of the District for the Fiscal Year No. 81 – July 1, 2012 to June 30, 2013.

FORM OF PROPOSAL. Bids shall be based on specifications and are to be made upon the blank form of proposal hereto attached. The form of proposal is not to be changed; each blank space provided therein for the entries are to be filled in, and each bidder shall furnish all information called for in the proposal and specifications. The Board requests that no alterations or interlineations be made by the bidder. If, however, the contractor is unwilling to submit his bid on the regular form without qualification he shall submit the bid on the proposal herein accompanied by a letter setting forth the qualifying provisions and insert and attach the letter hereto.

The proposal must give the price for the material and/or service proposed both in writing and in figures.

Proposals must be signed and enclosed in a sealed envelope which shall be endorsed with the name and address of the bidder and with the words ***“Proposal for Porcelain Spheres”***, and addressed to the Board of Directors, c/o Office of the Chief Engineer.

If the proposal is made by an individual, it shall be signed with his usual business signature, with his business address and place of residence; if by a firm, the co-partnership name shall be signed by a member of the firm, and the name and address of each member shall be given; if by a corporation, it shall be signed by a duly authorized officer, with the corporate name attested by the corporate seal, and the business address of the corporation shall be given.

BID GUARANTY REQUIRED. All Bid Proposals shall be accompanied by a Bid Guaranty in the amount of 10% of the bid reflecting the highest estimated usage and in the form as prescribed herein. Documentation certifying the surety is licensed to do business in the State of Ohio shall be provided.

PERFORMANCE BOND REQUIRED. A bond in the form hereto attached in the full amount of the contract will be required of the successful bidder for the faithful performance of the contract and to indemnify and save harmless the District and its officers and agents from claims, suits, and actions. The full amount of the contract will be based on the highest estimated usage. The bond shall be signed by the contract and by a surety company or companies authorized to do business in the State of Ohio, and satisfactory to the Board. Should any surety upon the contract at any time be deemed by the Board to be unsatisfactory, notice to the effect shall be given to the contractor, who shall forthwith substitute a new surety or sureties satisfactory to the Board; in such case, no further payment shall become due or be made under the contract until the new surety shall have been accepted by the Board.

EXECUTION OF CONTRACT. The bidder to whom the contract is awarded will be required to execute and deliver the contract and bond within ten (10) days from the date that notice of such award is given by the Board to him either personally or by mail directed to the business address stated in the proposal, and in case of failure or neglect to do so shall be deemed to have abandoned the contract.

APPROXIMATE QUANTITY. The estimated quantity of use as given in the specifications is approximate and is given only as a basis for the uniform comparison of bids. The actual quantity required to be furnished under this contract may be greater or less than the quantity estimated as may be necessary in the judgment of the Board for the proper operation of the District works; and an increase or decrease in the quantity shall not be regarded as ground for a change in the unit price or claim by the contractor for loss or damage.

To aid the Engineer in determining the quantities of porcelain spheres to be paid for, the contract shall give him access to his records and shall provide assistance for documenting the quantity of said porcelain spheres furnished hereunder.

In considering the various proposals received the Board will take into account the unit price proposed, the quality and properties of the porcelain spheres offered in the proposal, and the previous use thereof in water purification operations.

STATE OF OHIO
THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. G-083

FOR FURNISHING

PORCELAIN SPHERES

Fiscal Year No. 81 – July 1, 2012 to June 30, 2013

PROPOSAL

To the Board of Directors of
THE MAHONING VALLEY SANITARY DISTRICT

The undersigned, as bidder, declares that the only persons or parties interested in the proposal as principals are those named, that this proposal is made without collusion with any other person, firm or corporation, and is in all respects fair and without collusion or fraud; that he has carefully examined the annexed form of contract and the specifications therein contained, and has read the Information and Instructions for Bidders hereto attached; that he proposes and agrees that if this proposal is accepted, he will contract with The Mahoning Valley Sanitary District in form of contract hereto annexed, to furnish the porcelain spheres herein proposed to be furnished and required by the District for their next fiscal year in accordance with the terms and provisions of the contract, and that he will take in full payment therefore the following price or prices, to wit:

For porcelain spheres delivered to the District Plant, Mineral Ridge, Ohio,

9,000 pieces of 1 3/8" diameter unglazed porcelain spheres the
sum of _____ Dollars (\$_____).

60,000 pieces of 1 1/4" diameter unglazed spheres the sum of _____
_____ Dollars (\$_____).

Combined Total Cost \$_____

Following is a list of municipal water purification plants in the United States where porcelain spheres of the brand proposed has been used successfully in operation:

The full names and residences of all persons and parties interested in this proposal are as follows:

(Note: For each person, give first and last name in full. Record each member of a co-partnership. In the case of a corporation, give the names of the President, Secretary, Treasurer, and Manager, and state the place of incorporation.)

Company Name: _____

Signature of Bidder: _____

Business Address of Bidder: _____

***** REMIT ADDRESS:** _____

Telephone No.: _____ Federal Tax ID _____

Dated at _____ the _____ day of _____, 20____.

STATE OF OHIO
THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. G-083

FOR FURNISHING

PORCELAIN SPHERES

Fiscal Year No. 81 – July 1, 2012 to June 30, 2013

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 20__, by and between The Mahoning Valley Sanitary District, a legally incorporated political subdivision of the State of Ohio, with offices at District Purification and Pumping Plant, Mineral Ridge, Ohio, address PO Box 4119, Youngstown, Ohio 44515, acting through its Board of Directors, duly authorized in the premises, Party of the First Part, and _____ with legal address and principal place of business _____, in _____, County of _____, and State of _____ hereinafter designated as the Contractor, Party of the Second Part.

WITNESSETH: That the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise and agree, the Party of the First Part for itself and for its successors and assigns, and the Party of the Second Part for itself and for its heirs, executors, administrators, successors and assigns, as follows:

ARTICLE I. Wherever the words defined in this Article, or pronouns used in their stead, occur in this contract they shall have the meanings here given:

The word "District" shall mean the corporation of The Mahoning Valley Sanitary District, organized and existing under the "Sanitary District Act of Ohio", Sections 6115.01 to 6115.99 inclusive of the Revised Code of Ohio.

The word "Board" shall mean the Board of Directors of The Mahoning Valley Sanitary District, or any agency or officer duly authorized to act for the District in execution of the work required by this contract.

The word "Engineer" shall mean the Chief Engineer of The Mahoning Valley Sanitary District or such other person as may be performing the duties of that position, acting directly or through property authorized agents, such agents acting within the scope of the particular duties entrusted to each.

The word "Contractor" shall mean the Party of the Second Part, heretofore designated, entering into this contract, and the legal representatives of said Party, or the Agent appointed to act for said party in the performance of the work.

The word "Contract" shall mean, collectively, all of the covenants, terms and stipulations in these Articles of Agreement and in the five supplementary documents hereto attached which constitute essential parts of the agreement and are hereby made such parts thereof, to wit:

- Information and Instructions for Bidders
- Bond
- Certificates
- Proposal
- Specifications

The word "Specifications" shall mean, collectively, all of the terms and stipulations contained in the "Specifications" appended to this agreement.

ARTICLE II. All work necessary for furnishing and delivering the porcelain spheres under this contract shall be done to the satisfaction of the Engineer, who shall in all cases determine the amount, quality, acceptability, and fitness of the porcelain spheres which is to be paid for hereunder, and shall decide all questions which may arise as to measurement of quantities, and the fulfillment of the conditions of this contract on the part of the Contractor, and his determination and decision thereon shall be final and conclusive and such determination and decision, in case any questions shall arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

ARTICLE III. The Contractor shall keep the work under his personal control, and shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or his right, title, or interest in or to the same or any part thereof, without previous consent in writing of the Board, and he shall not assign, by power of attorney or otherwise, any of the moneys to become due and payable under this contract, unless by and with the like consent of the Board; provided, that nothing herein contained shall be construed to hinder, prevent, or affect an assignment by the Contractor for the benefit of his creditors, made pursuant to the Statutes of the State of Ohio.

ARTICLE IV. If the Contractor shall fail to furnish and deliver the material and/or service as provided by this contract, or shall sublet the contract, or if he shall violate any of the provisions of this contract, the Board may notify the Contractor to discontinue the contract, or any part thereof, as the Board may designate; and thereupon the Contractor shall discontinue such contract, or part thereof, and the District may thereupon by contract or otherwise as it may determine to complete the contract, or such part thereof, and charge the expense

thereof to the contract, which expense shall be deducted and paid by the District out of any money then due or to become due to the Contractor under this contract, and in case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case such expense shall exceed the latter sum the Contractor, or in case of his default, his surety, shall pay the amount of such excess to the District.

ARTICLE V. The District shall pay and the Contract shall accept as full compensation for everything furnished and done by the Contractor under this contract and for well and faithfully completing the contract, as herein provided, the following price or prices, to wit:

For porcelain spheres delivered to the District Plant, Mineral Ridge, Ohio,

9,000 pieces of 1 3/8" diameter unglazed porcelain spheres the sum of _____ Dollars (\$_____).

60,000 pieces of 1 1/4" diameter unglazed spheres the sum of _____ Dollars (\$_____).

Combined Total Cost \$ _____

ARTICLE VI. From time to time during the fulfillment of the contract, generally once in each month, the District shall pay to the Contractor the amount determined to be due to the Contractor for the porcelain spheres furnished hereunder during the preceding month.

If payment shall be made by the District to the Contractor by the tenth day of the month following deliver, the unit price shall be reduced by the deduction of _____ per cent (_____%) thereof, and such unit price so reduced shall be the full compensation to be paid by the District and accepted by the Contractor for such porcelain spheres.

The acceptance by the Contractor of any such payment as aforesaid shall operate as and shall be a release to the District, the Board and each member of the Board and its agents, from all claim and liability to the Contractor for anything done or furnished for or relating to the material for which such is made, or for any act or neglect of the District, or of any person, relating to or affecting such work.

ARTICLE VII. The Contractor's address given in the Proposal is designated as the place to which notices, letters, and other communications to the Contractor shall be mailed or delivered. Nothing herein contained shall be

deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the Contractor personally.

IN WITNESS WHEREOF, the parties to this Agreement hereunto set their hands and seals in quadruplicate, the day and year first above written.

THE MAHONING VALLEY SANITARY DISTRICT

(Seal)

BY: _____
President, Board of Directors

BY: _____
Attorney for MVSD

ATTEST:

Secretary, Board of Directors

(Seal)

ATTEST:

STATE OF OHIO
THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. G-083

FOR FURNISHING

PORCELAIN SPHERES

Fiscal Year No. 81 – July 1, 2012 to June 30, 2013

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That _____

as Principal, hereinafter called Bidder, and _____

as Surety, hereinafter called Surety, are held and firmly bound unto The Mahoning Valley Sanitary District, Ohio, as Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$ _____), for the payment whereof Bidder and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, Bidder has signed and submitted to or is about to submit to the Owner the attached Proposal dated _____, 20 ____ for the furnishing and delivery of said porcelain spheres in accordance with the Contract Documents referred to in the Proposal, which Proposal is by reference made a part hereof and is hereinafter referred to as the Bid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Bidder shall, within ten (10) days of the date of Notice of Award of Contract, deliver to the owner the Performance Bond specified in the contract documents, and enter into a contract with The Mahoning Valley Sanitary District in accordance with the terms of said Proposal and the other Contract Documents then this obligation shall be null and void; otherwise it shall remain in full force and effect, and the full amount of this Bid Bond shall be paid to the Owner, not as a penalty, but as stipulated damages to the Owner.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or its successors.

Dated this _____ day of _____, 20 _____.

Witness

Bidder

By _____

Title

Witness

Surety

By _____

Title

NOTICE: Proof of the authority of the person signing this Bond on behalf of the Surety shall be attached hereto.

STATE OF OHIO
THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. G-083

FOR FURNISHING

PORCELAIN SPHERES

Fiscal Year No. 81 – July 1, 2012 to June 30, 2013

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are held and firmly bound unto The Mahoning Valley Sanitary District, a political sub-division of the State of Ohio with its principal place of business located at District Plant, Mineral Ridge, Ohio, and address PO Box 4119, Youngstown, Ohio 44515, in the sum of _____ Dollars (\$_____) lawful money of the United States of America, to be paid to The Mahoning Valley Sanitary District, or to its certain attorney, successors or assigns, for which payment, well and truly to be made, we hereby bind ourselves, and our several and respective heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, signed and dated at _____ this _____ day of _____, 20 ____.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT WHEREAS, the above named Principal did on the _____ day of _____, 20 ____, enter into a contract with The Mahoning Valley Sanitary District for furnishing the above mentioned porcelain spheres which said contract is annexed hereto and is made a part of this bond the same as though set forth herein.

NOW, THEREFORE, if the above named Principal shall pay to all persons, firms, or corporations, the amounts justly due for performing labor of furnishing equipment, materials and supplies for use in the work under the said contract, and shall satisfy all claims against The Mahoning Valley Sanitary District howsoever originating from any of the operations under the said contract, and shall fully indemnify and save harmless the said District from all cost and damage which it may suffer by reason of the failure of the said principal so to do, and in all other particulars shall well and faithfully do and perform all of the things agreed by him to be done and performed under the said contract according to the

terms, covenants and conditions thereof, all and singular, then this obligation shall be void; otherwise it shall remain in full force and effect.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by all parties hereto that no modifications, omissions or additions in or to the terms of said contract, or in or to the specifications thereof, shall in any wise affect the obligation of the surety on this bond; and that the liability of said surety for any and all claims hereunder shall in no event exceed the amount of the obligations as herein stated.

Signed, sealed and acknowledged in the presence of:

ATTEST:

| | |
|---------|------------------------|
| _____ | _____ |
| _____ | _____ |
| (Seal) | |
| _____ | _____ |
| _____ | Contractor's Signature |
| _____ | _____ |
| _____ | _____ |
| (Seal) | |
| _____ | _____ |
| Witness | Surety |

CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that execution of the foregoing contract on the part of The Mahoning Valley Sanitary District has been duly authorized by Resolution No. _____ of the Board of Directors passed on the _____ day of _____, 20__.

Signed _____, 20 ____.

Secretary, Board of Directors

=====

CERTIFICATE OF FUNDS

I hereby certify that the estimated amount of money required to meet the obligations of the foregoing contract, to wit: _____ has been lawfully appropriated for such purpose and is in the Treasury of The Mahoning Valley Sanitary District or in process of collection, credited to the appropriate fund and free from any previous encumbrances.

Signed _____, 20 ____.

Treasurer
The Mahoning Valley Sanitary District

STATE OF OHIO
THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. G-083

**FOR FURNISHING
PORCELAIN SPHERES**

Fiscal Year No. 81 – July 1, 2012 to June 30, 2013

SPECIFICATIONS

The material required would be released on a load by load basis over a period of the District's fiscal year beginning July 1, 2012 – June 30, 2013.

The District reserves the right to reject any shipment of material, at the suppliers expense if any of the listed or inferred specifications are not met.

The porcelain spheres consists of:

0 pieces of 3" diameter unglazed porcelain spheres
9,000 pieces of 1 3/8" diameter unglazed porcelain spheres
60,000 pieces of 1 1/4" diameter unglazed porcelain spheres

which are of a grade suitable for use in a Wheeler underdrain system. Under no conditions will porcelain spheres be considered acceptable if there are visible cracks along the seams.

The proposal shall include delivery to the facilities of The Mahoning Valley Sanitary District as described above.

The Board of Directors reserves the right to reject any or all proposals, to waive irregularities in any proposal, and to award the contract as the best interest of The Mahoning Valley Sanitary District.