

**STATE OF OHIO
THE MAHONING VALLEY SANITARY DISTRICT
INFORMATION AND INSTRUCTIONS FOR BIDDERS, PROPOSAL,
CONTRACT AND BOND FORMS AND SPECIFICATIONS FOR
CONTRACT NO. M-570 REBID
FOR FURNISHING
POLYACRYLAMIDE BASED FLOCCULANT
WITH ANIONIC CHARGE POLYMER**

Dr. Michael Neopolitan	President of the Board
Vernard Richberg	Board Member
Germaine Bennett	Board Member
Richard K. Hale	Board Member
James W. Jones, P.E.	Chief Engineer
Rhonda Lucivjansky, CPA	Secretary/Treasurer



2020

Section 1.0
Instruction to Bidders

STATE OF OHIO
THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. M-570 REBID

FOR FURNISHING

**POLYACRYLAMIDE BASED FLOCCULANT WITH ANIONIC
CHARGE POLYMER**

JULY 1, 2020 TO DECEMBER 31, 2021 (18-MONTH CONTRACT)

INSTRUCTIONS TO BIDDERS

Sealed bids for proposals for Furnishing POLYACRYLAMIDE BASED FLOCCULANT WITH ANIONIC CHARGE POLYMER in compliance with NSF/ANSI 60 and 61: Drinking Water Treatment Chemicals; Drinking Water System Components 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 1:30 p.m., Eastern Standard Time on **Tuesday, June 9, 2020.**

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 chemical as therein provided for use in connection with operation of the Water Purification Plant of the District for

JULY 1, 2020 TO DECEMBER 31, 2021 (18- MONTH CONTRACT)

IB-1. 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 chemical proposed both in writing and in figures.

The Proposal must be submitted on the form of Proposal included in the Contract Documents. ***The form shall not be separated from the Contract Documents nor altered in any way.*** The Proposal 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 Furnishing POLYACRYLAMIDE BASED FLOCCULANT WITH ANIONIC CHARGE POLYMER”***, and addressed to the Board of Directors.

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.

IB-2. FREIGHT RATES/FUEL CHARGES.

Bidders ***shall include*** any freight rate and/or fuel charges within their bid.

IB-3. BIDDERS MATERIAL QUALITY/QUALIFICATION QUESTIONNAIRE

The Bidder must furnish on the Bidder’s Material Quality/Qualification Questionnaire form included in the Proposal Section information such as evidence of nature of the material proposed to be supplied and other water purification facilities where the product has been furnished per Section 12 of the Specifications.

IB-4. 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.

IB-5. 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 contractor 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.

IB-6. 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.

IB-7. 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. The District will provide the total previous year chemical usage upon request.

In considering the various proposals received the Board will take into account the unit price proposed, the quality (including contents of impurities) and properties of the chemical offered in the proposal, and the previous use thereof in water purification operations.

Along with the proposal, the contractor shall submit analyses results from a certified representative sample of all contents including impurities.

For purposes of this contract, a unit ton shall be defined as 2,000 pounds.

IB-8. BIDDERS AFFIDAVITS:

- A. Each bidder is required to submit with his Bid an affidavit stating neither he nor his agents, nor any other party for him has paid or agreed to pay, directly or indirectly, any person, firm or corporation money or other valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form which is attached hereto.

- B. Each Bidder which is a foreign corporation, that is, a corporation not chartered in Ohio but licensed to do business in Ohio, is required to submit with his Bid or prior to award an affidavit duly executed by the President, Vice President or General Manager of the corporation stating that said foreign corporation has, in accordance with the provisions of the Ohio Revised Code, including O.R.C. ¶1703.03 and .04 obtained a license authorizing it to do business in the State of Ohio. (The certificate or certified copies of such license may be obtained from the Office of the Ohio Secretary of State in Columbus, Ohio.)

IB-9. EXPLANATIONS, WRITTEN OR ORAL:

Any Bidder finding a discrepancy or omission in the specifications or having any doubt as to their meaning shall immediately notify the Chief Engineer or his designated representative. The Chief Engineer will respond by sending written notices of instructions to all Bidders. The MVSD will not be responsible for oral instructions. All questions shall be emailed to the Chief Engineer at james.jones@meanderwater.oh.gov.

IB-10. WITHDRAWAL OF BID:

No Bid will be allowed to be withdrawn after it has been deposited with the Treasurer of the MVSD until all bids have been opened, in accordance with the requirements of Ohio Revised Code Section 9.31;

IB-11. PRICE BIDS AND DISCOUNTS:

A. Unit Price

The Bid price shall be per unit of items to be bid on, stated in figures in the spaces to provided.

B. Trade Discounts

When the Bidder offers a trade discount, the amount of such discount shall be stated on the Bid blank. Where the Bidder submits his quotation by filing his catalog, price list and discount, such documents shall be made part of the Bid and must be separately signed by the same person and in the same manner as used on the Bid form.

C. Discount for Prompt Payment

A discount of two percent (2%) will be taken on payment made within thirty (30) days from the invoice date for materials, supplies, equipment or nonprofessional services, unless the Bidder offers a different discount or indicates otherwise in the space provided on the Bid Form

IB-12. DISCOUNTS USED TO DETERMINE LOWEST AND BEST BID:

In determining the lowest and best Bid, the MVSD will consider all Bids on a basis of the net price to be paid after deduction of the discount specified or calculated according to Section IB-10 (C), except that if the terms specified by the Bidder require payment in less than fifteen (15) days from the date of the invoice, the discount offered will not be deducted from the price named in the Bid to determine the lowest and best Bidder, and the Bid will be considered only on the basis of the unit price actually named in the Bid. But if, notwithstanding the provision of this paragraph, such Bid is determined to be the lowest and best Bid, the MVSD reserves the right to accept the terms named in the Bid if such terms are to the advantage of the MVSD as a basis for payment of invoices only, but not in any case as a basis for determining the lowest and best Bidder.

IB-13. PROJECT SPECIFIC SAFETY PLAN (PSSP)

Successful bidder shall be advised of the PSSP requirement upon award. Please see Specification Page 18 regarding the PSSP requirements.

Section 2.0

Proposal

STATE OF OHIO
THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. M-570 REBID

FOR FURNISHING

POLYACRYLAMIDE BASED FLOCCULANT WITH ANIONIC CHARGE POLYMER

JULY 1, 2020 TO DECEMBER 31, 2021 (18-MONTH CONTRACT)

PROPOSAL

To the Board of Directors of
THE MAHONING VALLEY SANITARY DISTRICT

FROM _____ (COMPANY)

To the Treasurer

BID FOR _____

The Undersigned proposes to furnish the above materials, supplies or equipment, and to accept as full compensation therefore the price per unit multiplied by the number of units of such commodity purchased herunder, (which units and prices therefore are set forth in the schedule of items hereto attached and made part of this bid) and subject to any discount set forth in this bid.

The undersigned further certifies that he (as an individual, firm or corporation making this bid) is not in arrears or default to the MVSD upon any debt or contract, nor is a defaulter as surety or otherwise upon any obligation to said MVSD nor has failed to perform faithfully any previous contract with the said MVSD and that there is not suit or claim pending as to any such arrears or default.

The undersigned presents a bid on behalf of a foreign corporation and certifies this foreign corporation has or will provide prior to award the commodity identified in the bid for this contract obtain through the Ohio Secretary of State in accord with ORC 1703.03 and .04 a license to transact business in Ohio.

THE UNDERSIGNED UNDERSTANDS THAT THE MVSD RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

The firm, corporation, or individual name _____

MUST BE SIGNED IN SPACE INDICATED Sign _____

Name Typed or Printed _____

Title of Officer _____

Business Address of Bidder _____

BIDDER MUST COMPLETE AND SIGNED State Where Incorporated _____

INVITATION AND BID

MAHONING VALLEY SANITARY DISTRICT

1181 Ohltown-McDonald Road

(330) 652-3614 • FAX: (330) 652-6293

TITLE OF BID FURNISHING OF POLYACRYLAMIDE BASED FLOCCULANT WITH ANIONIC CHARGE POLYMER		CONTRACT NO. M-570 REBID
X REQUIREMENT PURCHASE	RESOLUTION NO.	ADOPTED
BID OPENING June 2, 2020, 1:30 PM OFFICIAL LOCAL TIME		ADVERTISEMENT DATES www.meanderwater.org

18-MONTH CONTRACT JULY 1, 2020 TO DECEMBER 31, 2021

	<u>Quantity</u>	<u>Price</u> <u>(per 50lb</u>	<u>Extended Submitted</u>
WATER PURIFICATION	<u>(50lb BAG)</u>	<u>BAG)</u>	<u>Bid Summary</u>
POLYACRYLAMIDE BASED FLOCCULANT WITH ANIONIC CHARGE POLYMER	350 BAGS MAX. PER YEAR	x \$ _____	= \$ _____

TOTAL AMOUNT OF SUBMITTED BID = \$

TOTAL AMOUNT OF SUBMITTED BID IN WRITING

NOTE:

Bidders must include with their bids the required amount of information described in Sections 1, Paragraphs IB-3, IB-4, IB-5, and IB-8

PAYMENT DISCOUNT (If left blank, automatic 2% 30 days per IB-11-C) % Days

Name of Company and Address	City	State	Zip
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Authorized Signature	Date	Phone No.
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Section 3.0

Non Collusion Affidavit

Bidder's Material Quality Certification/
Qualification Questionnaire

Bid Bond

Performance Bond

NON-COLLUSION AFFIDAVIT

STATE OF: OHIO
COUNTY OF: TRUMBULL

MAHONING VALLEY SANITARY DISTRICT
1181 OHLTOWN-MCDONALD RD,
MINERAL RIDGE, OH 44440

_____, * being first duly sworn, deposes and says as follows:

That the Affiant is _____,**

of _____, *** the party who made the foregoing proposal or bid; that is was genuine and not collusive; that said bidder did not collude, conspire, connive, or agree, directly or indirectly, with any bidder or other person, that such other bidder or person should refrain from bidding, or submit a sham bid; further, such bidder did not in any manner, directly or indirectly seek by any agreement, or collusion, or communication or conference with any person, to fix the bid price of either Affiant or any other bidder or to fix overhead, profit, or cost element of the bid price of not collude, conspire, or agree to secure any advantage against the Mahoning Valley Sanitary District, or any person interested in the proposed contract. Affiant further says that all statements contained in the proposal or bid are true to the best of Affiant's knowledge and belief. Affiant further says that Affiant did not directly or indirectly submit this bid, or the contents thereof, or divulge information or data relative thereto to any other bidder or association, or to any agent or member thereof.

SIGNATURE OF AFFIANT

Sworn and subscribed before me this _____ day of _____, 20 _____

SIGNATURE OF NOTARY PUBLIC

A Notary Public in and for: _____ County, _____

My Commission expires _____

[S E A L]

- * Print or type name of Affiant.
- ** Print or type office (president, etc.) of Affiant
- *** Print or type name of firm submitting bid.

BIDDERS MATERIAL QUALITY CERTIFICATION/QUALIFICATION QUESTIONNAIRE

The chemical proposed will be manufactured by: _____
_____(Name of Manufacturer),
_____(Location of Works), and is
known as _____(Brand).

Following is a list of municipal water purification plants in the United States where chemical 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: _____

PURCHASING DEPARTMENT CONTACT

PHONE NUMBER (FOR ORDERING PRODUCT)

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

STATE OF OHIO
THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. M-570 REBID

FOR FURNISHING

**POLYACRYLAMIDE BASED FLOCCULANT
WITH ANIONIC CHARGE POLYMER**

JULY 1, 2020 TO DECEMBER 31, 2021 (18-MONTH CONTRACT)

BID BOND

KNOW ALL MEN BY THESE PRESENT: 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 chemical 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. M-570 REBID

FOR FURNISHING

**PPOLYACRYLAMIDE BASED FLOCCULANT
WITH ANIONIC CHARGE POLYMER**

JULY 1, 2020 TO DECEMBER 31, 2021 (18-MONTH CONTRACT)

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 chemical 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:

Witness

Contractor's Signature

Surety

Section 4.0
MVSD Standard Agreement

STATE OF OHIO
THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. M-570 REBID

FOR FURNISHING

**POLYACRYLAMIDE BASED FLOCCULANT WITH
ANIONIC CHARGE POLYMER**

JULY 1, 2020 TO DECEMBER 31, 2021 (18-MONTH CONTRACT)

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 at _____, 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
- Proposal
- Agreement
- Bid Bond
- Performance Bond
- Certificates
- 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 chemical 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 chemical 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 in case any questions shall arise, the resolutions of such questions 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 chemical 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 Furnishing POLYACRYLAMIDE BASED FLOCCULANT WITH ANIONIC CHARGE POLYMER, prepaid f.o.b. by truck, at District Plant, Mineral Ridge, Ohio, the sum of

Dollars (\$_____) per ton 2,000 pounds for JULY 31, 2020 TO DECEMBER 31, 2021.

A deduction of _____ percent (_____) on the above bid price shall be allowed on all shipments paid by the District by the tenth of the month following delivery.

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 chemical 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 _____ percent (____%) 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 chemical.

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.

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: _____
Chief Engineer, MVSD

ATTEST:

Secretary, Board of Directors

VENDOR:

(Seal)

ATTEST:

Section 5.0

Chemical Specifications

STATE OF OHIO
THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. M-570 REBID

FOR FURNISHING

**POLYACRYLAMIDE BASED FLOCCULANT
WITH ANIONIC CHARGE POLYMER**

JULY 1, 2020 TO DECEMBER 31, 2021 (18-MONTH CONTRACT)

SPECIFICATIONS

All chemicals furnished under this contract shall be delivered to the District Purification Plant, Mineral Ridge, Ohio. The Contractor shall prepay all freight charges to the point of delivery.

It is expected that the chemical to be furnished under this contract will be taken by the District at an approximately uniform rate throughout the period of the contract, but the Contractor shall deliver the chemical in such quantities and at such times as may be designated – either in writing, by telephone, or to contractor’s agent in person – from time to time, and the contractor shall make delivery, by truck, on the date specified. If contractor is unable to meet above requirements, the District shall be notified by telephone to arrange for alternate date or alternate means of delivery.

DESCRIPTION:

A high molecular weight, polyacrylamide based flocculant which exhibits a high degree of anionic charge. Once hydrated in water, reacts readily to provide superior floc formation and performance in a variety of solids/liquid separation processes. Supplied in a free-flowing granular form consistent particle size for easy hydration.

The District’s annual estimated usage range in 50lb bags:

0 to 350 bags

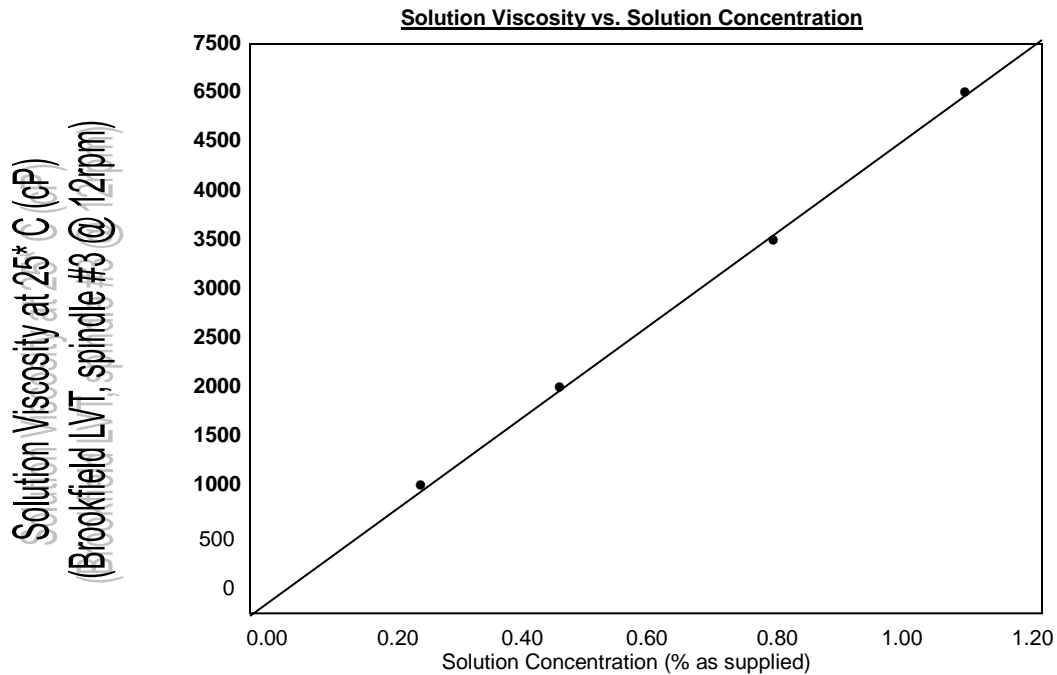
The product must meet USEPA’s recommended standards for maximum percent weight and maximum dose in Drinking Water application

PRINCIPAL USES:

A flocculant APPROVED NSF/ANSI 60 DRINKING WATER TREATMENT CHEMICALS. Proven especially effective for conditioning these substrates for solids sedimentation, filtration, thickening, and dewatering processes. Improved solids/liquid separation efficiencies over a wide range of pH.

TYPICAL PROPERTIES:

Physical form	Off-white, granular powder
Bulk density, kg/m ³	850 +/-50
Particle size	10%>780µm, 50%>570µm, and 90%>240µm
Solution pH	5.0 – 7.0
Solution Viscosity	See graph below



APPLICATION & STORAGE:

Recommended solution concentrations:

Stock solution:	0.25%-0.5%
Feed solution:	0.01%-0.2%

Recommended storage period:

Product as supplied:	Up to two years
Stock solution:	2-5 days
Feed solution:	1-3 days

Storage of the product and solutions for longer than the recommended periods may be acceptable under the correct conditions but could result in some loss of product efficiency. Product should be stored in a cool, dry place, and conditions of high temperature and high humidity should be avoided. Under such conditions, the hygroscopic nature of the product may result in excessive moisture up-take and product caking. Packages shall be dated when produced and packaged. Product will not be accepted or may be returned if product delivered is more than six months from date produced, or one and one-half years from use by date.

CORROSIVE PROPERTIES:

Corrosion towards most standard materials of construction is very low. Stainless steel, fiberglass, polyethylene, polypropylene and rubberized surfaces are used in the plant. In some cases, aluminum and galvanized surfaces can be adversely affected.

PACKAGING:

Supplied in 50 lb. (25kg.) bags, 1102lb. (500kg.) bags, 1543lb. (700kg.) bags, 2000 lb. (907kg.) bags, or in bulk by tanker delivery (40,000lb. / 18,148kg. maximum).

HEALTH AND SAFETY:

Exhibits a very low order of toxicity and does not present any abnormal problems in its handling or general use. Standard industrial safety procedures should be observed. Safety Data Sheets.

SUPPLIER MUST BE COMPLIANT WITH THE GHS – OSHA PROGRAM SUPPLYING PROPER LABELS AND SDS SHEETS.

DELIVERY CONTRACTORS PROJECT SPECIFIC SAFETY PLAN (PSSP):

Upon award of contract, successful bidders must submit a copy of the delivery contractor's PSSP sections related to product delivery, transfer and loading and driver personnel protective equipment (PPE) requirements. PSSP's should have specific language regarding inspection of all equipment, hoses, and delivery equipment for potential failure and replacement. The PSSP shall be delivered for review within 30-days from award of contract. In the event the successful bidder replaces their delivery contract, per Article III of the Agreement the successful bidder shall deliver that delivery contractor's PSSP for review.