

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

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

CONTRACT NO. M-619

FOR

FURNISHING LIQUID CHLORINE

Ms. Catrina Donald	President of the Board
Mr. Joseph Merlo	Board Member
Ms. Robin Bradley	Board Member
Dr. Michael Neopolitan	Board Member
Mr. Scott D. Verner, P.E., P.S.	Chief Engineer



2025

Section 1.0
Instruction to Bidders

STATE OF OHIO
THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. M-619

FOR FURNISHING

LIQUID CHLORINE

JJANUARY 1, 2026 TO DECEMBER 31, 2026

INSTRUCTIONS TO BIDDERS

The MVSD will receive bid proposals for Furnishing LIQUID CHLORINE in compliance with NSF/ANSI 60 and 61: Drinking Water Treatment Chemicals; Drinking Water System Components until 1:00 p.m., Eastern Standard Time on **Tuesday, October 21, 2025**. Via Regular Mail: PO Box 4119, Youngstown, OH 44515; Delivery: 1181 Ohltown-McDonald Road, Mineral Ridge, OH 44440.

All vendors are invited to attend the Bid Opening in person at the District located at 1181 Ohltown McDonald Rd, Mineral Ridge, Ohio 44440.

The Water Purification Plant is located at 1181 Ohltown-McDonald Road, Mineral Ridge, OH, 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 JANUARY 1, 2026 TO DECEMBER 31, 2026.

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.

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 Chemical 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 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 Revised Code of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio. (The certificate or certified copies of such certificate may be obtained from the Office of the Secretary of State, 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 scott.verner@meanderwater.oh.gov.

IB-10. WITHDRAWAL OF BID:

No Bid will be allowed to be withdrawn after it has been deposited with the Finance Department 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 Specifications Section 12 regarding the PSSP requirements.

Section 2.0

Proposal

STATE OF OHIO
THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. M-619

FOR FURNISHING

LIQUID CHLORINE

JANUARY 1, 2026 TO DECEMBER 31, 2026

PROPOSAL

To the Board of Directors of
THE MAHONING VALLEY SANITARY DISTRICT

FROM _____ (COMPANY)

To the Board of Directors

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 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 _____

State Where Incorporated _____

INVITATION AND BID

MAHONING VALLEY SANITARY DISTRICT

1181 Ohltown-McDonald Road

(330) 652-3614 • FAX: (330) 652-6293

TITLE OF BID		CONTRACT NO.
FURNISHING OF LIQUID CHLORINE		M-619
X REQUIREMENT PURCHASE	RESOLUTION NO.	ADOPTED
BID OPENING		ADVERTISEMENT DATES
Tuesday, October 21, 2025 @ 1:00 PM OFFICIAL LOCAL TIME		September 19, 26, October 3, 10, and 17, 2025

JANUARY 1, 2026 TO DECEMBER 31, 2026

<u>WATER PURIFICATION</u>	<u>Quantity</u> <u>(tons)</u>	<u>Price</u> <u>(per ton)</u>	<u>Extended Submitted</u> <u>Bid Summary</u>
LIQUID CHLORINE	170	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
Authorized Signature	Date	Phone No.	

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: _____

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 it 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-619

FOR

FURNISHING LIQUID CHLORINE

JANUARY 1, 2026 TO DECEMBER 31, 2026

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-619

FOR

FURNISHING LIQUID CHLORINE

JANUARY 1, 2026 TO DECEMBER 31, 2026

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

(Seal)

Contractor's Signature

(Seal)

Surety

Section 4.0
MVSD Standard Agreement

STATE OF OHIO
THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. M-619

FOR

FURNISHING LIQUID CHLORINE

JANUARY 1, 2026 TO DECEMBER 31, 2026

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2025, 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 _____ 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 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 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 Contractor 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 Liquid Chlorine, prepaid f.o.b. by truck, including any cylinder deposit cost to the District Plant, Mineral Ridge, Ohio, the sum of Dollars (\$ _____) per ton of 2,000 pounds for January 1, 2026 to December 31, 2026.

Any price change due to force majeure shall be justified in writing and the District shall be given sixty (60) day notice of the effective date.

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, 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 duplicate, 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

BY: _____
Attorney for MVSD

Seal)

VENDOR:

ATTEST:

Section 5.0

Chemical Specifications

STATE OF OHIO
THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. M-619

FOR

FURNISHING LIQUID CHLORINE

JANUARY 1, 2026 TO DECEMBER 31, 2026

SPECIFICATIONS

SECTION 1. 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.

SECTION 2. APPROXIMATE QUANTITIES. Following is an approximate statement based upon the estimate of the Engineer of the quantity of chemical to be furnished under this contract for the calendar year:

Estimated Annual Use of 150 tons – 170 tons

SECTION 3. The chemical to be furnished under this contract shall be produced by the manufacturer and at the works stated in the proposal, and the contract shall not change the manufacturer or location of production of the chemical without the prior consent in writing of the Board.

SECTION 4. If any lot of material as delivered be found to fail to comply with the requirements of these specifications, it shall be rejected and shall be removed by the Contractor at his expense, and any cost which may have been incurred by the District in connection with the unloading and reloading of the material shall be deducted from the amount payable to the Contractor under this contract.

SECTION 5. The *Liquid Chlorine* shall be practically pure, chemically and anhydrous. The *Liquid Chlorine* shall be suitable for application through equipment of the kind known as vacuum type chlorinators, and shall have no characteristics or shall contain no impurities or foreign matter which would interfere with such application.

SECTION 6. The *Liquid Chlorine* to be furnished under this contract shall be delivered to the District purification plant by:

Contractor's truck in units of twelve one-ton containers.

SECTION 7. Shipment by truck must be made in steel cylinder containers holding one ton of *Liquid Chlorine*. All cylinders shall be clean and dry at time of filling and shall be provided with suitable valves for controlling the flow of chlorine.

SECTION 8. The unit price per ton for furnishing *Liquid Chlorine* shall include the furnishing and delivery of *Liquid Chlorine* as herein set forth and specified and shall also include the cost of returning the empty cylinders to the contractor's plant.

SECTION 9. The supplier shall have successfully furnished *Liquid Chlorine* in quantities needed by the District for a minimum of 4 years.

SECTION 10. Upon termination of the contract, provided the supplier is not successful in securing the successor contract for the supply of chlorine, the supplier shall remit to the District any deposits held for chlorine cylinders within thirty (30) days of the return of the cylinders to the supplier. Any deposits held longer than thirty (30) days shall incur a charge of \$200.00 per month or portion thereof.

SECTION 11. All chemicals, materials, or substances furnished shall conform with American National Standards Institute/National Sanitation Foundation Standard 60 or 61 for Water Treatment. **Documentation shall be submitted with Bid Proposal.**

SECTION 12. 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 HASP 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 PSPP for review.

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