

**BID to the
City of Piqua, Ohio
Purchasing Department**

Reply to IFB 1410 No Later Than: 2:00 PM on 8-7-14
VIA FAX TO 937-778-1130, mail or hand delivery

Date: 7-24-14

The undersigned proposes and agrees to furnish any or all items bid at the prices stated herein. Please call Todd Brandenburg, Underground Utilities Superintendent at 937-778-2018 or tbrandenburg@piquaoh.org or Bev Yount, CPPB, Purchasing Analyst at 937-778-4002 or byount@piquaoh.org with any questions.

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1. Backflow prevention device inspection/certification for the City of Piqua, Ohio

Provide all needed material, labor, equipment, etc. to inspect and certify backflow prevention devices at various City of Piqua locations.

Approximate total quantity city wide is 40 ranging from 3/4" through 8".

Price per backflow prevention device inspection/certification	\$ _____ each
Hourly rate for any repairs found to be needed	\$ _____ hour
% Markup for any parts required for repairs	_____ %

Note: Person performing inspection/certification must be certified by the City of Piqua and/or the State of Ohio. Include a copy of the certification with your bid.

Fire line devices need to be certified by a State Fire Marshall Certified individual. Do you have one on staff? _____ Yes or _____ No If yes, please include a copy of the certification with your bid.

The report is to be sent to the department where the devices are located and a copy of each report is to be sent to the Underground Utilities Department at 123 Bridge St., Piqua, Ohio, 45356.

Reports on isolation devices also need to be sent to the Miami County Plumbing Dept.

Renewal Option: Above rate will be held firm through 12-31-16 _____ yes _____ no

The successful bidder must have and maintain current workers compensation insurance, comprehensive general liability and automobile insurance for bodily injury, death or loss of or damage to property of third persons in the minimum amount of \$1,000,000.00 per occurrence with the City of Piqua as an additional named insured.

THE UNDERSIGNED HEREBY CERTIFIES THAT ITEMS FURNISHED AS A RESULT OF THIS BID WILL BE IN FULL ACCORDANCE WITH THE CITY OF PIQUA SPECIFICATIONS APPLYING THERETO UNLESS EXCEPTIONS ARE STATED ABOVE.

All delivery costs are included in this quotation regardless of F.O.B. designation.

Cash Discount Allowed: _____% 10th Proximo.
Leave blank if your terms are Net 30 days.

Delivery will be made within _____ calendar days after receipt of order.

Prices quoted will remain firm for acceptance within 60 calendar days after bid opening unless otherwise stated.

Bidding Company: _____

Address: _____

City _____ State _____ Zip Code _____

By: _____
(please print or type) Name and Title

Signature: _____

Phone No.: _____ /Fax No.: _____

Fed. I.D. No.: _____

E-mail: _____

Standard Terms and Conditions

1. BILLING: All goods or services must be billed to the City of Piqua and at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Purchasing Department within three business days or your disagreement is waived.
2. INVOICE: Prepayment or progress payments are not permitted unless prior permission is obtained from the Finance Department. All invoices are to be in duplicate and are to be mailed to the Finance Department and shall reference the City's purchase order number. Failure to include the purchase order number may prevent timely payment. Each purchase order must be invoiced separately. Unless specified otherwise, the invoice will only be paid upon completion of the order. The City of Piqua may issue payments to vendors electronically upon mutual agreement of both parties.
3. CASH DISCOUNTS: All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or receipt of correct and acceptable invoice, whichever is later.
4. FREIGHT: NO COLLECTION FREIGHT SHIPMENTS WILL BE ACCEPTED. All quotations are solicited on a "delivered price" basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.
5. TAXES: The City of Piqua is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certificate Number is 31-6000136. You are responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees.
6. DELIVERIES: All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified.
7. CANCELLATION: The City of Piqua reserves the right to cancel this order by written notice if you do not fulfill your contractual obligations with respect to timeliness, quality and/or any other reason.
8. DEFAULT PROVISIONS: In case of your default, the City of Piqua may procure the items from other sources and hold you responsible for any excess costs occasioned thereby and any other damages permitted by law, if you have been notified in writing by the City of Piqua you are in default and you have failed to cure the default within the time specified.
9. NO VERBAL AGREEMENTS: The City of Piqua will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Piqua. In order to be binding on the parties, any changes made to these Terms and Conditions shall be in writing and signed by both parties.
10. PATENT AND COPYRIGHT INFRINGEMENT: It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and save harmless the City of Piqua, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.
11. INSPECTION: The City of Piqua may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Piqua including shipping and transportation charges.
12. WARRANTY: You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship, to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Piqua, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Piqua. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Piqua.
13. RISK OF LOSS: Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Piqua or to an agent or consignee duly designated by the City of Piqua at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Piqua. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Piqua, a copy of the packing slip shall be forwarded concurrently to the City of

- Piqua. If no such packing slip is sent, the count or weight by the City of Piqua or its agent or consignee is agreed to be final and binding on you with respect to such shipment.
14. **SAVE HARMLESS:** You shall indemnify and hold the City of Piqua, its officers, elected officials, agents, consignees, employees, volunteers, and representatives harmless from and against all expenses, damages, claims, suits, or liabilities (including attorney's fees of the City of Piqua) of every kind whatsoever by reason of, arising out of, or in any way connected with, accidents, occurrences, injuries or losses to or any person or property which may occur before or after acceptance of the completed items by the City of Piqua upon or about in any way due to resulting from, in whole or in part, the preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by your subcontractors and excluding only such as are caused by the sole negligence of the City of Piqua other than where the City of Piqua's negligence consists of its failure to discover a condition caused or permitted to exist by you or any subcontractor of yours.
 15. **INSURANCE:** If requested by the City of Piqua, you shall maintain policies of liability insurance such types and such amounts and with such companies as may be designated by the City of Piqua, which policies shall be written so as to protect the City of Piqua and you from the risks enumerated in Section 14. Such policies of insurance shall not be cancelable except upon thirty (30) days written notice to the City of Piqua and proof of such insurance shall be furnished by you to the City of Piqua. In addition, such policies shall protect all your subcontractors. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Piqua within twenty-four (24) hours of the time that you obtained knowledge of the occurrence thereof.
 16. **SPECIFICATIONS CONFIDENTIAL:** Any document marked confidential or proprietary, received from The City of Piqua, shall not be released by the Company prior to the City's consent that the information to be released is disclosable and/or a public record. The City shall receive immediate notice of any other document disclosed by the Company.
 17. **EXAMINATION OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.
 18. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items you shall leave the premises and the items broom-clean.
 19. **EQUAL EMPLOYMENT OPPORTUNITY:**
 - (a) You agree that you will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising, lay-off determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein, also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.
 20. **AGREEMENT TO BE EXCLUSIVE:** This purchase order contains the entire agreement between the parties and supersedes all other oral agreements only when there is no executed contract between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase order or any representation inducing the execution and delivery of this purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.
 21. **GOVERNING LAW:** This purchase order, the performance under it, and all suits and special proceedings under it, shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
 22. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Piqua in any part of this purchase order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this purchase order and any other rights or remedies that the City of Piqua may have at law or in equity in any such instance. Any litigation arising from disputes herein shall be instituted only in Miami County, Ohio.
 23. **GOVERNING DOCUMENT:** Should there be any conflict between the terms of the executed contract and this purchase order, the terms of the contract govern.
 24. **INDEPENDENT CONTRACTOR:** The contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.
 25. **ASSIGNMENT:** This purchase order is not assignable to any other entity or contractor. Assignment of the purchase order shall void the purchase order.

City of Piqua
Backflow Preventer List

Department	LOCATION	TYPE	SIZE	SERIAL NUMBER	CONTACT PERSON & PHONE		
Wastewater	Tunnel Way - Main	RPZ	4"	166252	Dave Davis 937-778-2088 Address: 121 Bridge St.		
	Tunnel Way - Main	RPZ	4"	166253			
	Blower Bld. Middle Level	RPZ	1"	161887			
	Blower Bld. Middle Level	RPZ	3/4"	152205			
	Blower Bld. Boiler	RPZ	1"	161896			
	Blower Bld. Heat Exchanger	Watts	1"	453049			
	Chlorine Bld.	RPZ	1"	391391			
	Secondary Sludge Control Bld.	Watts	3/4"	161883			
	South End - Blowers Level	Watts	3/4"	354990			
	EQ Basin - Water Meter & BF Bld	Ames	8"	1018/Double			
	Power	919 S. Main St. - Power Plant		2"		150078	Roger Wehrman 937-778-2077
		201 Herm Ave.- Power System		2"		18832	
	Golf	Shelter area on hole #18	Watts RP	3/4"		496055	Kirt Huemmer 937-778-2084 Address: 2100 Echo Lake Dr.
Irrigation System Back 9		Watts RP	6"	241619			
Irrigation System Front 9		Watts RP	6"	241975			
Club House		Febco RP	2"	BE7072			
Sprinkler System - Beside MGC		Fire line					
Fire Dept		Fire line			Brent Pohlschneider 937-778-2013		
	201 W. Water St.	Fire line	7"	63781	Bob Graeser 937-778-2044		
MGC	201 W. Water St.	Fountain	2"	477625			
	201 W. Water St.	Dom. Water	3"	162753			
	308 N. Main St.	Fire line	7"	157928 0607			
	308 N. Main St.	Dom. Water	3/4"	08510			
					Brian Brookhart 937-778-2095		
Streets/Parks	Miami Valley Center Irrigation US 36						
	Speedway side of US 36						
	101 E. First St.		2"	136536			
	859 S. Main St.		2"	328246			
	Pitsenbarger Park		1.5"	22126			
	Swimming Pool		1"				
	Hardman Field		2"	M201			
	801 Broadway - DAS Park						
	Downtown Square		1"	406173			
	French Park restrooms		1"	571706			
Water	New Device						
	Wash Water Sludge Building		1"	533171	Don Freisthler 937-778-2090		
	Next to steps-lower level (Water Treatment Plant)		6"	242558	Address: 9300 N. State Route 66		
	Raw Water Station		2"	173322			

List of Backflow Prevention Devices Plumbing Inspectors:

1. Browning Plumbing (Kelly or Dennis) 937-339-7014
213 S. Short St.
Troy, OH 45373

2. Slagle Mechanical Contractors
877 W. Russell Rd. 937-492-4151
P.O. Box 823
Sidney, OH 45365

3. Merit Mechanical
Casey Cordonnier 567-644-5349
07516 State Route 66
New Bremen, OH 45869
meritmechanical@yahoo.com

4. A and L Plumbing 937-845-9549
P.O. Box 24818
Huber Heights, OH 45424
Aandlplumbingdayton.com

5. Silco Fire Protection
Jeff Webber 937-426-9717
jwebber@silcofireprotection.com

6. A-1 Sprinkler
Ron Frickert 937-859-6198
rfickert@spkr.com