

CITY OF PIQUA, OHIO

ADDENDUM No. 1 TO IFB # 1427

CHEMICALS FOR WATER TREATMENT

Dated: November 3, 2014

The City of Piqua has changed item #1 on the bid form from 200 bag lots to 100 bag lots delivered in one shipment. We have also changed item # 5 from 200 bag lots to 80 bag lots. Please replace page 2 with the correct page attached.

Vendor Signature

This signed document must be submitted with your sealed, written bid in response to our IFB # 1427 Chemicals for Water Treatment to acknowledge your receipt of this information. As stated on the IFB, your bid is due by 11/20/14 at 3:00 p.m.

CITY OF PIQUA, OHIO

BID to the City of Piqua, Ohio Purchasing Department

INVITATION FOR BID #1427

CHEMICALS FOR WATER TREATMENT

Date: October 29, 2014

Sealed bids must be received in the City of Piqua Purchasing Office located at 201 W. Water St., Piqua, OH 45356 before:

November 20, 2014 @ 3:00 P.M.

Envelopes shall be plainly marked on the outside, lower left-hand corner:

“Bid Proposal # 1427 – Chemicals For Water Treatment”

User Agency: Water Department

User Agency Receiving Address: 9300 State Route 66, Piqua, Ohio 45356

Your sealed written bid is requested for the following:

This bid is to establish a price agreement for Chemicals For Water Treatment per the attached specifications and bid document. Prices shall remain firm from January 1, 2015 through December 31, 2015 with one (1) year renewal option (January 1, 2016 through December 31, 2016). Please submit one (1) original and one (1) copy of your bid.

For additional information on the subject contact: Don Freisthler (937) 778-2090

For additional information on the bid contact: Beverly Yount (937) 778-4002

Please submit signed original bid and one (1) copy of the Bid.

Bidder is requested to use the City's bid form that is enclosed, as none other will be accepted.

LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED.

A copy of the Bid Tabulation may be obtained by sending a stamped self-addressed envelope.

All federal, state, and local laws regarding competitive bidding, anti competitive practices, and conflict of interest shall be applicable to this I.F.B.

Bids are to include all shipping costs to the point of delivery as indicated above.

The City of Piqua is exempt from payment of federal excise taxes and state retail sales taxes (Federal Excise Tax Exemption Certification No. 31-6000136).

State Manufacturer and Model No. of items you are bidding and send DESCRIPTIVE LITERATURE on same with your bid. Any brand names on our bid form are to establish quality levels and do not indicate preference.

The City of Piqua reserves the right to reject any or all bids, to waive any irregularities in a bid, or to accept the bid or bids which the judgment of proper officials, is to the best interest of the City.

The City of Piqua reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid. If you are not in a position to quote, advise to this effect so we may keep your name on our active bid list.

We are not permitted to accept telephone bids or fax bids.

BID
to the
City of Piqua, Ohio
Purchasing Department

Reply to IFB 1427 No Later Than: **03:00 P.M. 11-20-14**

The undersigned proposes and agrees to furnish any or all items bid and to deliver them to the specific destination at the prices stated herein.

NOTE: The following are **DELIVERED** prices.

ITEM NO.	QTY.	DESCRIPTION	UNIT PRICE	UNIT BID	EXTENSION
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1. 5,000 lbs. more or less, Sodium Hexametaphosphate, granular, in 50 lb. bags, delivered all at once in a 100 bag lot, meet AWWA Standard B 502-01 or latest revision

Manufacturer Bid: _____ \$ _____/lb. \$ _____

2. 19,800 lbs. more or less, Activated Carbon, powdered, maximum 55 lb. bags, delivered in 200 bag lots, meet AWWA Standard B 600-96 or latest revision.

Manufacturer Bid: _____ \$ _____/lb. \$ _____

3. 15,000 lbs. more or less, Potassium Permanganate, free flowing grade, maximum 330 lb. Drums, delivered in 10 drum lots, meet AWWA Standard B 603-98 or latest revision.

Manufacturer Bid: _____ \$ _____/lb. \$ _____

4. 90,000 lbs. more or less, Ferric Sulfate in dry form, in 50 lb. Bags, delivered in 200 bag lots, meet AWWA Standard B 406-97 or latest revision.

Manufacturer Bid: _____ \$ _____/lb. \$ _____

5. 9,600 lbs. more or less, Soda Ash, dense grade, 50 lb. bags, delivered in 80 bag lots, meet AWWA Standard B 201-98 or latest revision.

Manufacturer Bid: _____ \$ _____/lb. \$ _____

6. 920 tons, more or less, Quicklime, 1/2" pebble quicklime in bulk truck loads, pneumatic unloading, meet AWWA Standard B 202-02 or latest revision.

Manufacturer Bid: _____ \$ _____ ton \$ _____

Renewal Option:

May the City renew this price agreement at the same rate for the period?

January 1, 2016 through December 31, 2016 _____yes _____no

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.

Bidding Company: _____

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

Address: _____

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

City State Zip Code

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

Prices quoted will remain firm for acceptance within 90 calendar days after bid opening unless otherwise stated.

Signature: _____

Phone No.: _____/Fax No.: _____

Fed. I.D. No.: _____

Email Address: _____

Minimum Specifications

GENERAL

The City of Piqua, Water Department desires to purchase the following chemicals Sodium Hexametaphosphate, Activated Carbon, Potassium Permanganate, Ferric Sulfate, Soda Ash, and Quicklime. The bid price shall include all costs related to the requirements of this specification as detailed under various headings herein. Freight charges and driver time associated with delivery, sampling and determination of acceptance of the delivery shall be readily and dependably available at the bid price.

The supplier shall have in force at the time of the bid award and throughout the life of this contract, liability insurance. Liability insurance coverage shall be for damages or accidents from the chemicals, associated losses caused by unsafe actions, or equipment of the Producer/Supplier. **Liability insurance coverage shall total a minimum of \$2,000,000.00 per chemical.**

The supplier shall have an emergency response team that can respond to emergencies at the City of Piqua Water Plant in less than 90 minutes. The supplier shall provide names and telephone numbers with 24-hour per day availability to contact in case an emergency should arise.

MSDS

The bidder shall submit the most recent Material Safety Data Sheets (MSDS) with their bid.

ORDERING

A local, toll-free or collect call arrangement must be provided so telephone orders do not require long distance charges to be incurred by the City. Although each chemical ordered would normally be requested at its stated quantity, the City reserves the right to order other volumes.

DELIVERIES

Deliveries will be accepted at the proper delivery point between the hours of 7:00 A.M. and 2:00 P.M. on the day specified by the City when placing the order. The City must pre-approve deliveries at other times. Delivery days are normally Monday through Friday, excluding holidays.

Delivery location:

Water Plant
9300 N. State Route 66
Piqua OH 45356

SAFETY

Drivers of delivery trucks shall have any equipment required for safe delivery of the various chemicals and shall be completely familiar with the chemical spill procedures.

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.

Mailing List - Water Chemical Bid 2015.doc

Ulrich Chemical, Inc.
3111 N. Post Rd.
Indianapolis, IN 46226

KOK Products
700 South Three B's and K Rd.
Galena, OH 43021

Carbochem Inc.
326 W Lancaster Avenue
Ardmore, PA 19003-1228

Chemical Services, Inc.
2600 Thunderhawk Court
Dayton OH 45414

General Chemical
90 E. Halsey Rd.
Parsippany, NJ 07054

Key Chemical
9503 Dovewood Place
Waxhaw, NC 28173

Mississippi Lime Company
Formerly Huron Lime
PO Box 451
Huron OH 44839

JCI Jones Chemical
600 Bethel Avenue
Beech Grove IN 46107

KA Steel Chemical Services
1001 31st St., Suite 200
Downers Grove, IL 60515-1364

Ms. Lucille Nodes
Linde LLC
One Greenwich St.
Stewartsville, NJ 08886

Praxair, Inc
7000 High Grove Boulevard
Burr Ridge IL 60527-7595

Sal Chemical
3036 Birch Drive
Weirton WV 26062

Shannon Chemical Corporation
PO Box 376
Malvern PA 19355

USALCO, LLC
1120 Middle River Rd.
Baltimore, MD 21220

Vopak USA, Inc.
4600 Dues Drive
Cincinnati OH 45246

Aulick Chemical Solutions, Inc.
Attn: Eve Sanders
9307 North Commons Blvd., 101
Louisville, KY 40059

Calgon Corporation
PO Box 717
Pittsburgh PA 15230-0717

Bonded Chemicals, Inc.
Attn: Brett McMillen
2645 Charter St.
Columbus, OH 43228

Carbon USA
326 West Lancaster Avenue
Ardmore PA 19003

F2 Industries LLC
Mr. Ryan Mengelkoch
9909 S. Shore Dr., Suite 210B
Plymouth, MN 55441

Ohio Chemical Environmental
Ms. Megan Horvath
1066 Kinnear Road
Columbus OH 43212

Sweetwater Technologies
PO Box 159218
Nashville TN 37215-9218

Carus Chemical Corp.
P.O. Box 599
Peru, IL 61354-0599

Miami Products & Chemical Co.
P.O. Box 486
Dayton, OH 45401

United Manufacturing Intern'l 2000
375 LaBray Ave.
Red Bluff, CA 96080-2265

Continental Carbonic Products, Inc.
3985 E. Harrison Ave.
Decatur, IL 62526

Rauch-Trucking Company, Inc.
1550 Soldiers Home - W Carrollton
Dayton OH 45418

BOC Gases
Attn: Kara Donnelly
575 Mountain Ave.
Murray Hills, NJ 07974

Tri-State Carbonic, LLC
Attn: Casey Nanz
P.O. Box 4171
Lawrenceburg, IN 47025

Gulbrandsen Technologies Inc.
Attn: Subin Nair
P.O. Box 5523
Clinton, NJ 08809

Mailing List - Water Chemical Bid 2015.doc

PICA USA, Inc.
432 McCormick Boulevard
Columbus OH 43213

Air Liguide America
5230 South East Avenue
Countryside IL 60525

Water Solutions Unlimited, Inc.
295 Industrial Dr.
P.O.Box 347
Franklin, IN 46131-0347

GEO Specialty Chemicals
P.O. Box 190467
Little Rock, AR 72219

Old Bridge Chemicals, Inc.
Attn: Justin Chrepta
P.O. Box 194
Old Bridge, NJ 08857

Univar USA
4600 Dues Drive
Cincinnati, OH 45246

Mississippi Lime Company
Attn: Eric Van Rens
3870 S. Lindbergh Blvd. Suite 200
St. Louis, MO 63127

Neo Solutions, Inc.
Attn: Janice Klingelhofer
P.O. Box 26
Beaver, PA 15009-0026

Rowell Chemical
Attn: Dawn Drass
15 Salt Creek Lane, Suite 205
Hinsdale, IL 60521

Sterling Water Technologies LLC
P.O. Box 602
Columbia, TN 38402-0602

Carmeuse Lime & Stone, Inc.
Attn: Felicia Reid
11 Stanwix St., 21st Floor
Pittsburgh, PA 15222

Omni Materials
Mr. Jack Fite
28 W. Second St.
Maysville, KY 41056

Greer Lime Company
Attn: Charles Bolyard
PO Box 1900
Morgantown, WV 26507-1900

BioSafe Systems
22 Meadow St.
East Hartford, CT 06108

Chemrite, Inc.
5202 Bellewood Ct., #104
Buford, GA 30518

G.S. Robins & Co.
Attn: Vince Petroy
126 Chouteau Ave.
St. Louis, MO 63102

Standard Purification
Attn: Tony Julian
551 N. US Highway 41
Dunnellon, FL 34432

Kemira Water
3211 Clinton Parkway Court, Suite 1
Lawrence, KS 66047

Simply Aquatics Inc.
Attn: Kevin Hester
P.O. Box 849
Kirbyville, TX 75956

Brenntag Mid-South, Inc.
134 Reliance Dr.
Hebron, OH 43025

Marubeni Specialty Chemicals
8675 Hidden River Parkway
Tampa, FL 33637

American International Chemical
135 Newbury St.
Framingham, MA 01701

Cabot Norit Americas
Ms. Amber Lewis
PO Box 790
Marshall, TX 75671

Poet Ethanol Products, LLC
Attn: Garry Shanks
3939 N. Webb Rd.
Wichita, KS 67226

Chemtrade Chemicals US LLC
Attn: Bid Dept. – Water Chemicals
90 E. Halsey Rd.
Parsippany, NJ 07054