

2019-2020 Calcium Nitrate

Chemical Supply Contract DCRSD Contract #19-01

DELAWARE COUNTY, OHIO

**CONTRACTING AUTHORITY:
DELAWARE COUNTY COMMISSIONERS**

Barb Lewis

Jeff Benton

Gary Merrell

CONTRACT ADMINISTRATOR:

DELAWARE COUNTY SANITARY ENGINEER

Tiffany M. Maag, P.E.

50 Channing Street
Delaware, Ohio 43015
Phone (740) 833-2240

BID DOCUMENTS

2019-2020 Calcium Nitrate

Chemical Supply Contract - DCRSD Contract #19-01

TABLE OF CONTENTS

| | Page |
|--|------|
| Legal Notice – Invitation to Bid | 3 |
| Information for Bidders | |
| + Specifications | 4 |
| + Sample Contract | 7 |
| + Notice of Award (Blank) | 12 |
| + Notice to Proceed (Blank) | 13 |
| + Change Order Form | 14 |
| + Work Change Directive Form | 16 |
| <u>BID PROPOSAL – BIDDER SHALL COMPLETE THESE DOCUMENTS</u> | |
| + Bid Blank | 17 |
| + Certification of Bid | 18 |
| + Form of Bid Guaranty and Contract Bond | 19 |
| + List of Subcontractors and Suppliers | 21 |
| + Experience Record | 22 |
| + Affidavit of Contractor or Supplier’s Non-Delinquency of Personal Property Taxes | 23 |
| + Non-Discrimination Clause | 24 |
| + Non-Collusion Affidavit | 25 |
| + Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion | 26 |
| + List of Interested Principals | 27 |
| + Certified Copy of Corporate Resolution | 28 |

Legal Notice Invitation to Bid

Sealed bids will be received at the Office of the Delaware County Sanitary Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00A.M. Friday, March 15, 2019, at which time they will be publicly opened and read aloud, for the project known as 2019-2020 Calcium Nitrate Chemical Supply Contract - DCRSD Contract #19-01.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR 2019-2020 CALCIUM NITRATE CHEMICAL SUPPLY CONTRACT – DCRSD CONTRACT #19-01."

A CD with pdf copies of the bid specifications may be obtained from the Delaware County Sanitary Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. The Contract Documents may be examined during normal business hours at the Delaware County Sanitary Engineer's Office.

This notice is posted on the Delaware County website at <https://co.delaware.oh.us/media-room/bids/>, on the Delaware County Regional Sewer District website at <https://regionalsewer.co.delaware.oh.us/bids/>, and the Dodge Data & Analytics website at <https://www.construction.com/>.

The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

All bids shall be accompanied by a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of \$1,000.00, conditioned that the bidder, if the bidder's bid is accepted, shall execute a contract in conformity to the invitation and the bid.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right waive irregularities and to reject any or all bids.

Questions about the project shall be directed in writing to Erik McPeck via email at emcpeek@co.delaware.oh.us.

A pre-bid meeting is scheduled for Thursday, February 28, 2019 at the Alum Creek Water Reclamation Facility, 7767 Walker Wood Blvd, Lewis Center, OH 43035 at 10:00A.M. Attendance at the pre-bid meeting is not required to bid.

Delaware Gazette Advertisement Date:
Friday, February 22, 2019

SPECIFICATIONS

2019-2020 Calcium Nitrate Chemical Supply Contract - DCRSD Contract #19-01

Delaware County, Ohio

GENERAL

This contract is an agreement to furnish the chemical(s) listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Regional Sewer District (collectively known as "County").

Bidder agrees to furnish any chemical(s) ordered under this contract promptly as requested by the Owner. Failure to furnish such chemical(s) within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed, the County reserves the right to accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

QUANTITIES

Calcium nitrate solution addition will be performed on an as-needed basis in the collection system throughout the County. In 2018, Delaware County used approximately 87,000 gallons of solution. The actual amount needed over the duration of the contract will vary. The County will not guarantee a minimum or maximum amount, nor shall the County be obligated to purchase a minimum amount or be limited to purchasing a maximum amount. The bid price shall apply to the actual amount of calcium nitrate that the County orders.

SAFETY

In an emergency affecting the safety of persons or property, the successful bidder shall act with reasonable care and discretion, to prevent any threatened damage, injury, or loss. Supplier shall provide all necessary safety devices and equipment for unloading materials when operating on public roads and/or right of ways.

The Supplier shall be responsible for the safe, clean delivery of the material into the County's tanks. The Supplier shall be responsible for any damage to the County's storage tanks and or feed systems that are directly attributable to product quality or improper delivery practices. The Supplier shall provide prompt clean-up of any spills made during delivery at no additional cost to the County. The Supplier shall be responsible for any damage incurred to adjoining areas and or properties due to spills or improper delivery practices. The Supplier will be responsible to report, as required, all spills and pay for all penalties and/or fines that are attributable to his negligence. Supplier shall provide SDS sheets at the time of the bid. The material shall contain no hazardous substances as defined by the USEPA CERCLA lists and not be detrimental to the treatment process conducted by the County.

The material shall be exempt from USDOT placard requirements.

Handling procedures for the material shall require protective gloves, eye protection, and any additional personal protective equipment as specified in the SDS.

REQUIRED EQUIPMENT

Suppliers shall provide all necessary equipment and appurtenances to off load materials to storage tanks and/or location, including but not limited to hoses, pumps, and connections. The cost of such shall be included in the quoted bid price. By submitting a bid, the Supplier acknowledges that he has made himself familiar with the conditions in which the material can be off loaded and the equipment that is needed to perform such actions as required in the specifications.

QUALITY ASSURANCE

Contractor shall comply with all regulatory and standard requirements as reference herein to provide for a quality and or upgrade to the County's equipment. Contractor shall provide in its bid pricing the ability to meet or exceed the requirements of this section.

REGULATORY REQUIREMENTS

Comply with requirements of the National Electrical Code (NEC) and all other applicable federal, state, and local codes and regulatory requirements.

CHEMICAL SPECIFICATIONS

| | |
|----------------------------------|--|
| Calcium Nitrate Solution: | The material shall be free of any objectionable odor-producing compounds |
| Concentration: | Minimum of 3.5 lbs. of nitrate oxygen per gallon - wt/wt) |
| Appearance: | Clear solution free from particulate matter |
| Stability: | Temperature range -4 degrees F to 120 degrees F |
| pH: | The material shall not be less than 4.0 S.U. or greater than 10.0 S.U. |
| Certificate of Analysis: | A Certificate of Analysis detailing the composition of the specific nitrate solution shall accompany each delivery |
| Samples: | At the County's request, a minimum 1000 mL sample shall be provided with each delivery. |

The material required under this specification shall be used to remove hydrogen sulfide, thereby preventing odor and corrosion within wastewater collection and treatment systems. The material shall utilize and enhance naturally occurring biochemical processes to accomplish hydrogen sulfide removal. The material shall be a liquid phase product. It shall be delivered, stored, and fed into the wastewater via standard liquid-phase chemical handling procedures.

The material shall be fully compatible with existing County owned storage and feed equipment constructed of any of the following:

1. High Density Cross linked Polyethylene
2. PVC
3. Polypropylene
4. FRP
5. Stainless Steel (316)

The supplier must include the following information with their bid:

- A. Safety Data Sheet for the material, showing the CAS number of the material.
- B. Written statement that licensing fees are included in the bid price and license allowing the County to practice the patented process. This license must be submitted on the letterhead of the company that owns the patents listed above and the letter must be signed by an officer of the company.

- C. List of production and distribution points for the material. In evaluating the bid, the County reserves the right to reject the use of any production or distribution points at its discretion. If the Contractor proposes new production or distribution points over the term of the agreement, these shall be disclosed to the County and approved by the County in writing. The material from all production and distribution points must be the same product and material as submitted with the bid.
- D. Technical documentation detailing the process by which the material controls hydrogen sulfide. This documentation must clearly show the stoichiometry of the biochemical reaction, describe a minimum of three case studies in which the material is successfully used, as specified herein, and clearly demonstrate compliance with the above paragraphs.
- E. Product data sheet that shows compliance with all requirements of this specification. The supplier of this material shall be a supplier recognized and established in the field of wastewater odor control.
- F. The contractor must provide a list of 3 references currently using the material for control of hydrogen sulfide and other compounds. The list shall contain telephone numbers and contact names. These references must demonstrate that the material proposed has been used within the last three (3) years, and for no less than one (1) year continuously.
- G. Specifications for remote monitoring and reporting. See below for further details.

REMOTE MONITORING AND REPORTING

Internet Based Monitoring

The Contractor shall provide an internet based monitoring-control system to monitor nine (9) or more locations using calcium nitrate in the Sewer District to obtain chemical use data, tank levels, trend analysis, system alarms, dose curves, and system configuration.

The County currently uses, or will be using following final construction, an internet based monitoring control system at the following locations:

- Alum Creek Pump Station
- Leatherlips Pump Station
- O'Shaughnessy Pump Station
- Verona Pump Station
- Liberty Park Pump Station
- Courtyard at South Section Line Pump Station
- The Pines Pump Station
- Shelly's Retreat Pump Station
- Maxtown Pump Station

The calcium nitrate material and the monitoring control system provided by the contractor must be fully compatible with all monitoring controls (hardware and software) that are currently in place or planned to be in place at the above locations, in order to achieve the reporting listed above.

If the calcium nitrate material and/or monitoring control system proposed by the Contractor are not fully compatible with all monitoring controls (hardware and software) at the above locations, the Contractor shall provide at no cost to the County substitute and/or replacement monitoring controls (hardware and software), licensing, delivery, installation, testing, and technical support. A minimum of 40 hours of on-site and/or remote technical support shall be provided per year.

If new pump stations are built over the duration of the contract, or if the County provides additional monitoring controls at any of its other existing pump stations, the Contractor shall also provide the internet based monitoring control system to achieve the same reporting as listed above at no additional cost to the County.

The Contractor shall provide screenshots showing examples of the user interface with the bid.

Hydrogen Sulfide Data-Logging Monitors

The Contractor shall also provide two (2) continuous hydrogen sulfide data-logging monitors with an integrated cellular modem. The two monitors shall be in place at all times. The Contractor shall replace and/or change out the 2 monitors with another 2 monitors at intervals required per the manufacturer's specifications. Data shall be automatically uploaded each day, and hydrogen sulfide concentrations shall be reported to a website on a minimum daily basis. Maximum, minimum, and average hydrogen sulfide data shall be available for any searchable time period. Historical data shall remain available on the server. A copy of the manufacturer's specifications for the monitors shall be included with the bid, along with screenshots showing examples of the user interface.

Payment

All costs for internet based monitoring, hydrogen sulfide data logging monitors, reporting, and all requirements listed above for any substitute monitoring system shall be included in the bid price.

DELIVERY

Evidence that the delivered calcium nitrate solution meets the above specifications must be included with each shipment.

The material shall be delivered by tanker trucks with a maximum volume of 4,000 gallons. The tanker trucks providing the delivery must only be used for calcium nitrate product. Tanker trucks shall be equipped to empty the hoses with air.

The Supplier is responsible for providing delivery of the bulk product to numerous sites/locations within the county. A tanker may need to off-load the product at numerous locations (500 to 4000 gallons per stop) until the tanker is empty. The Supplier shall allow for up to six stops during a routine delivery at no additional cost to the County.

The Supplier shall deliver the requested amount of material within 1 week of notice by the County. Time and date of the delivery will be scheduled by and at the convenience of the County. Delivery of materials shall be at locations as directed by the County.

PRICING

The supplier shall provide pricing for the bid items as detailed in the Bid Form and Bid Sheet. Pricing for the calcium nitrate shall be per gallon. The concentration of the calcium nitrate received by the County from the Contractor shall contain at minimum the nitrate content per gallons submitted with the Contractor's bid, which shall at minimum be the amount required in these specifications. If any shipment of calcium nitrate contains a larger amount of nitrate-oxygen than submitted with the Contractor's bid, the County shall not be required to pay a greater amount per gallon than the bid price per gallon accepted by the County.

In some cases, it will be necessary to split deliveries between two or more locations. The supplier will provide this service at no additional cost to the County. Any charge for multiple stops shall be included in the bid price.

The County is aware that odor control processes which meet the requirements as described in this specification may be protected by United States Patents. Thus, all suppliers shall include the cost of any licensing fees in their bid price. All bidders are required to submit, with their bid, a license allowing the County to practice the patented process. This license must be submitted on the letterhead of the company that owns the patents listed above and the letter must be signed by an officer of that Company.

The supplier shall indemnify and hold harmless the County and its Officers, agents, employees, or any other interested party from any and all liability, including costs and expenses, associated with any product license or patent infringement resulting from the supply and application of the supplier's material.

All charges, including freight, fuel surcharges, delivery, labor, materials, equipment, software, licensing, testing, training, and technical support to provide the services as provided herein shall be included in the bid price.

SAMPLE CONTRACT

**2019-2020 CALCIUM NITRATE CHEMICAL SUPPLY CONTRACT
DCRSD CONTRACT #19-01**

This Agreement is made and entered into this _____ day of _____, 20____, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and _____ (“Contractor”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Prime Agreement.”

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor will provide “Services” in connection with the following “Project”: Delivery of calcium nitrate in accordance with the Bid Documents, which are by this reference fully incorporated herein.

2 SUPERVISION OF WORK

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the Project Manager and agent of the County for this Agreement.

2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

4 COMPENSATION

4.1 Compensation shall be based upon the unit price in Contractor’s Bid.

5 NOTICES

5.1 “Notices” issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Erik McPeek
Address: 50 Channing St. Delaware, OH 43015
Telephone: (740) 833-2240
Email: emcpeek@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Insert name of principal
Address of Firm: Street address including suite #, if any
City, State, Zip: City, state, zip
Telephone: Typed name
Email: email of project manager

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor's Bid Price.
- 6.2 Invoices shall be submitted to the Sanitary Engineer by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Work, as ordered by the County.
- 7.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.
- 7.3 This Agreement shall expire on December 31, 2020, with the option to extend the length of the Agreement for up to two (2) years if mutually agreeable by both Owner and Contractor.

8 INDEMNIFICATION

- 8.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 8.2 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

9 INSURANCE

- 9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.

9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

10 MISCELLANEOUS TERMS AND CONDITIONS

10.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

10.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

10.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

10.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

10.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

10.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

10.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of

the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

10.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

10.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

(The remainder of this page is left intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

INSERT NAME OF CONTRACTOR

Date: _____

By: _____
Signature

Printed Name of Principal

Business Title

**BOARD OF COUNTY COMMISSIONERS
OF DELAWARE COUNTY, OHIO**

Date: _____

By: _____
Barb Lewis, President of the Board
Pursuant to Resolution No. 11-137 and
Resolution No. ____ - _____

Attested: _____

Approved as to Form:

Prosecuting Attorney
Delaware County, Ohio

AUDITOR'S CERTIFICATION

The Delaware County Auditor hereby certifies that the funds required to meet the obligations set forth in this Agreement have been lawfully appropriated for such purpose and are in the County treasury or in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that it has been confirmed with the Ohio Auditor of State that **Insert name of Contractor** has no unresolved findings for recovery issued against it by the State of Ohio.

Date: _____ 20____

George Kaitsa
Auditor, Delaware County, Ohio

Notice of Award

Dated _____

| | | |
|---|---|---------------------------------------|
| Project: Supply of Calcium Nitrate | Owner: Delaware County Board of Commissioners | Owner's Contract No.: DCRSD #19-01 |
| Contract: | | Engineer's Project No.: |
| Bidder: | | |
| Bidder's Address: (send Certified Mail, Return Receipt Requested) | | |
| | | |
| | | |
| | | |

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for 2019-2020 Calcium Nitrate Chemical Supply Contract, DCRSD Contract #19-01.

The Contract Price is _____ / **Gallon of Calcium Nitrate Solution, to be provided under the terms of the contract and specifications** (see attached page 17 of the Bid Documents). There will not be a total maximum or minimum amount of calcium nitrate purchased for the duration of the contract.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed CONTRACTS.
2. Deliver PROOF OF INSURANCE, WITH PROPERLY EXECUTED ENDORSEMENTS

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

DELAWARE COUNTY
Owner

By: _____
Authorized Signature

SANITARY ENGINEER
Title

Copy to: Sanitary Engineer, Tiffany Maag and _____

Notice to Proceed

Dated _____

| | | |
|------------------------------------|---|---------------------------------------|
| Project: Supply of Calcium Nitrate | Owner: Delaware County Board of Commissioners | Owner's Contract No.: DCRSD #19-01 |
|------------------------------------|---|---------------------------------------|

| | |
|--|-------------------------|
| Contract: 2019-2020 Calcium Nitrate Chemical Supply Contract | Engineer's Project No.: |
|--|-------------------------|

Contractor: _____

Contractor's Address: [send Certified Mail, Return Receipt Requested]

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with the Contract Documents, the date of Completion is December 31, 2020 with the option to extend the length of the Agreement for up to two (2) years if mutually agreeable by both Owner and Contractor.

Also, before you may start any Work at the Site, you must [add other requirements]: Coordinate deliveries with onsite staff.

(Contractor)
Received by:

(Title)

(Date)

Owner

Authorized Signature

Title

Date

Copy to: Sanitary Engineer, Tiffany Maag and _____

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

| | | |
|------------------------------------|---|------------------------------------|
| Project: Supply of Calcium Nitrate | Owner: Delaware County Board of Commissioners | Owner's Contract No.: DCRSD #19-01 |
| Contract: | Date of Contract: | |
| Contractor: | Engineer's Project No.: | |

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:
\$ _____

Original Contract Times: Working days Calendar days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
\$ _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Price prior to this Change Order:
\$ _____

Contract Times prior to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:
\$ _____

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:
\$ _____

Contract Times with all approved Change Orders:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Work Change Directive

No. _____

Date of Issuance: _____ Effective Date: _____

| | | |
|------------------------------------|---|------------------------------------|
| Project: Supply of Calcium Nitrate | Owner: Delaware County Board of Commissioners | Owner's Contract No.: DCRSD #19-01 |
| Contract: | | Date of Contract: |
| Contractor: | | Engineer's Project No.: |

You are directed to proceed promptly with the following change(s):

| Item No. | Description |
|----------|-------------|
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Attachments (list documents supporting change):

Purpose for Work Change Directive:

- Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
 - Non-agreement on pricing of proposed change.
 - Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease) Contract Time _____ days (increase/decrease)

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

| | |
|---|-------|
| Recommended for Approval by Engineer: | Date |
| Authorized for Owner by: | Date |
| Accepted for Contractor by: | Date |
| Approved by Funding Agency (if applicable): | Date: |

BID BLANK

**2019-2020 Calcium Nitrate
Chemical Supply Contract - DCRSD Contract #19-01**

Delaware County, Ohio

| Item No. | Unit | Item | Quantity | Unit Price (in figures) | Unit Price (in words) |
|-----------------|-------------|--------------------------------|-----------------|------------------------------------|----------------------------------|
| 1 | GALLON | CALCIUM NITRATE SOLUTION | 1 | | |

CERTIFICATION OF BID

I, authorized contracting principal or agent of the Bidder do hereby certify that the Bidder will conform to the foregoing requirements of the bid and will furnish, at the listed unit prices, all chemicals ordered by Delaware County in accordance with required specifications.

Print Clearly or Type:

Bidder (Company)

Address

City State Zip

Telephone Fax

Printed Name and Job Title of Authorized Principal or Agent

Signature

FORM OF BID GUARANTY AND CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we, the undersigned

_____ as Principal at _____

(Address) and _____

as Surety, are hereby held and firmly bound unto the County of Delaware as Obligee in the penal sum of \$1,000.00 as part of the bid submitted by the Principal to the Obligee on (date) _____ to undertake the Project known as: _____

The penal sum, referred to herein, shall be \$1,000.00, incorporating any additive or deductive alternate Bids made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid on the above-referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefore; and shall pay all lawful claims of subcontractors, material suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said contract; we, agreeing and assenting to, at this undertaking shall be for the benefit of any material suppliers or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said contract or in or to the plans and specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 20_____.

PRINCIPAL:

By: _____

Title: _____

SURETY: _____

SURETY COMPANY ADDRESS:

Street

By: _____
Attorney-in-Fact

City State Zip

Telephone

SURETY AGENT'S ADDRESS:

Agency Name

Street

City State Zip

Telephone

LIST OF SUBCONTRACTORS AND SUPPLIERS

BIDDER NAME _____

SUBCONTRACTORS (USE ADDITIONAL PAPER IF NECESSARY)

| Company Name | Address | Telephone # | Contact Person | Email |
|---------------------|----------------|--------------------|-----------------------|--------------|
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SUPPLIERS (USE ADDITIONAL PAPER IF NECESSARY)

| Company Name | Address | Telephone # | Contact Person | Email |
|---------------------|----------------|--------------------|-----------------------|--------------|
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EXPERIENCE RECORD

(TO BE SUBMITTED WITH THE BID)

The Bidder is required to state the character of previous work, give references, and such other detailed information as will enable the OWNER to determine responsibility, including experience, skill, and financial standing. Projects listed shall be for OWNERS other than this Project.

OWNER: _____ STREET: _____

CONTACT: _____ CITY: _____

PHONE: (____) _____ STATE: _____ ZIP: _____

PROJECT NAME: _____

DESCRIPTION: _____

COST OF PROJECT: _____

OWNER: _____ STREET: _____

CONTACT: _____ CITY: _____

PHONE: (____) _____ STATE: _____ ZIP: _____

PROJECT NAME: _____

DESCRIPTION: _____

COST OF PROJECT: _____

OWNER: _____ STREET: _____

CONTACT: _____ CITY: _____

PHONE: (____) _____ STATE: _____ ZIP: _____

PROJECT NAME: _____

DESCRIPTION: _____

COST OF PROJECT: _____

*(USE ADDITIONAL COPIES OF THIS FORM AS REQUIRED)

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES**

O.R.C. 5719.042

STATE OF OHIO

ss:

COUNTY OF DELAWARE

TO: Delaware County Commissioners

The undersigned, being first duly sworn, having been awarded a contract by you for the 2019-2020 Calcium Nitrate Chemical Supply Contract - DCRSD Contract #19-01 hereby states that we were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Affiant

Sworn to before me and subscribed in my presence this _____ day of _____, 20__.

Notary Public

My commission expires: _____

NON-DISCRIMINATION CLAUSE

In the performance of this and all Contracts, the Contractor will be bound by the following *Non-Discrimination Clause*, by this reference hereby made a binding condition of the Contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of **race, creed, color or national origin or physical or mental handicap**. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their **race, creed, color, national origin or physical or mental handicap**. Such actions shall include, but not be limited to, the following: **employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection or training, including apprenticeship**. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this *Non-discrimination Clause*.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applications will receive consideration for employment without regard to **race, color, creed, national origin, or physical or mental handicap**.
3. The Contractor further affirms that he will incorporate or cause to be incorporated into any construction subcontract, the regulations on **Equal Employment Opportunity** during the performance of this Contract.

By: _____
Signature

(SEAL – if by a corporation)

Title

Business Name

Address

City, State, Zip

NON-COLLUSION AFFIDAVIT

STATE OF OHIO, COUNTY OF DELAWARE: ss

_____, being first duly sworn, deposes and states that he/she is the _____ of _____, the party making the foregoing **Proposal or Bid**; that such **Bid** is genuine and not a collusive sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or any other bidder, or to fix any overhead profit or cost element of said bid price, or of that of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the **Delaware County Board of Commissioners**, or any person or persons interested in the proposed **Contract**, and that all statements contained in said **Proposal or Bid** are true; and further, that such bidder has not, directly or indirectly, submitted this **Bid**, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof.

Affiant

Sworn to before me and subscribed in my presence this _____ day of _____, 20__.

Notary Public

My commission expires: _____

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON
FOLLOWING PAGE)**

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor: _____

Date: _____

By: _____
(Name and Title of Authorized Representative)

(Signature of Authorized Representative)

LIST OF INTERESTED PRINCIPALS

The names and addresses of persons interested as principals in this proposal are as follows:
(write names in full)

Fill in prior to bidding

CERTIFIED COPY OF CORPORATE RESOLUTION

(Name of Company)

I hereby certify that I am the duly elected and acting Secretary of _____

a Corporation duly organized and existing under the laws of the State of _____;

that on the _____ day of _____, 20____, the board of directors of
said Corporation authorized and approved a certain proposal to the Delaware County Board of
Commissioners (owner) for the construction of certain improvements for _____

(insert name of project)

by said Corporation and any Contract resulting therefrom and empowered the _____

(insert title of officer)

of said Corporation to execute said proposal and Contract for and in behalf of said Corporation; that said
authority is not contrary to any provision in the articles of incorporation or code of regulations or code
of bylaws of said Corporation; that said authority has not been rescinded or modified; and that _____

_____ is the duly elected and acting _____

_____ of said Corporation.

(insert title of officer)

IN WITNESS WHEREOF, I have hereunto subscribed my name on _____

_____, 20 _____.

Secretary