



**SPECIFICATIONS
and
RELATED DOCUMENTS
for
CHEMICALS
FOR THE
WATER TREATMENT PLANT
AND
WASTEWATER TREATMENT PLANT
FY2017

CITY OF NAPOLEON, OHIO**

Bid of: _____

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ARTICLE 1. INVITATION TO BID

Sealed bids will be received by the City of Napoleon, Ohio, at the office of the Finance Director at City Hall at 255 West Riverview Avenue, Napoleon, Henry County, Ohio until eleven o'clock (11:00 a.m.) Local Time on **Wednesday, December 21, 2016**, at which time the bids will be publicly opened and read aloud for furnishing the following described product, supplies, materials, machinery and/or equipment or services:

**CHEMICALS FOR THE WATER TREATMENT PLANT
AND
WASTEWATER TREATMENT PLANT
FY2017**

in accordance with the Plans and Specifications prepared or had prepared by the City of Napoleon, Ohio.

Complete copies of bidding documents may be obtained from the Finance Director at the City Building, 255 West Riverview Avenue, P.O. Box 151, Napoleon, Ohio 43545, Monday through Friday from 7:30 AM to 4:00 PM, except on City recognized holidays, Telephone No. (419) 599-1235.

Bids must be submitted on the forms furnished in the bidding documents. If the City determines to award the contract, the City will award based on the lowest and best as determined in the discretion of the City. The City reserves the right to award multiple bids. The City reserves the right to reject any and all bids and to waive any informalities or irregularities therein. **(ROCK or SOLAR SALT Only – in the event the bid price exceeds the State Procurement pricing, the City expressly reserves the right to reject said bid).**

Each bid must be accompanied by bid security made payable to the City of Napoleon, Ohio in an amount of ten percent (10%) of bidder's maximum bid price and in the form of a certified check, cashier's check, irrevocable letter of credit or a bid bond issued by a surety that is acceptable to the City.

By order of the City Council of Napoleon, Ohio.

Resolution No. 064-15

Dated: December 16, 2015

Gregory J. Heath, Finance Director
City of Napoleon, Ohio

Date

ARTICLE 2. INSTRUCTIONS TO BIDDERS

2.1. Defined Terms

Terms used in these instructions to bidders which are defined herein.

- 2.1.1. "Bidder" means the interested person, business, firm, corporation, partnership or any other combination of persons or entity(s) making a bid.
- 2.1.2. "Successful Bidder" means the lowest and best bidder to whom Vendee (on the basis of Vendee's evaluation) makes an award.
- 2.1.3. The term "Legislative Council" or "Council" is the Council of the City of Napoleon.
- 2.1.4. The term "Vendor" means the person or entity who is to furnish the purchase covered by the plans, specifications, notice to bidders and these instructions.
- 2.1.5. The term "Vendee" is the City of Napoleon, Ohio, a municipal corporation.
- 2.1.6. The term "Finance Director" is the City of Napoleon City Finance Director.
- 2.1.7. The term "City Manager" is the City of Napoleon City Manager.
- 2.1.8. The term "Law Director" is the City of Napoleon Law Director.

2.2. Complete Competitive Sealed Bid and Authorized Signature

Bidders must submit a complete, signed competitive sealed bid, which at a minimum should include the bid proposal form, bid security, non collusion affidavit and when applicable, any additional information and samples or addenda required by the invitation to bid or these instructions to bidders. The bid form is included with the bidding documents; additional copies may be obtained from the Finance Director.

- 2.2.1. All blanks on the bid form must be completed by printing in ink or by typewriter.
- 2.2.2. All names must be typed or printed in ink below the signature.
- 2.2.3. The bid shall contain an acknowledgment of the receipt of all addenda (the numbers of which must be filled in on the bid form).
- 2.2.4. The address, voice telephone and fax telephone (if applicable) numbers for communications regarding the bid must be shown.

- 2.2.5. Additional information as identified on the bid form must be full, complete, and accompany the submission as part of the bid.
- 2.2.6. Bids by corporations must be executed in the corporate name by an authorized officer. The corporate address and the state of incorporation must be shown below the signature. Particular attention is called to the statutory requirements of the laws of Ohio relative to the licensing of corporations organized under the laws of another state.
- 2.2.7. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.3. When, Where and How Bids May be Delivered

Bids must be delivered to the City of Napoleon, Ohio, 255 W. Riverview, P.O. Box 151, Napoleon, Ohio 43545 to the attention of the City Finance Director and received no later than the time expressed in the invitation (notice) to bidders. Vendee receives bids during the hours of 7:30 AM through 4:00 PM, Monday through Friday, except City recognized legal holidays. The bid shall be enclosed in a sealed opaque envelope, marked with the project title and number, and name and address of the bidder, and accompanied by the bid security and other required documents. If the bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Faxed bids will not be accepted. Vendee does not accept bids with insufficient postage or collect on delivery. A bid that is not properly and clearly marked and is inadvertently opened before the scheduled bid opening time will not be evaluated for contract award. Complete sets of bidding documents must be used in preparing bids.

2.4. Bids are Public Records

Interested bidders may attend the opening of the bids. After bids are opened, they are available for public review.

2.5. Interpretations of Bid Specifications

Bidder May Request Clarification. All questions about the meaning or intent of the bidding documents are to be directed to Vendee, by contacting the City Manager at (419) 592-4010 or by letter to the City Manager at 255 West Riverview Avenue, P.O. Box 151 Napoleon, Ohio 43545. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Bidders should make their requests for clarification a minimum of five (5) working days before the date of bid opening.

Vendee Modifications through Written Addenda. Addenda may also be issued to modify the bidding documents as deemed advisable by Vendee.

Damages Arising from Bid Specifications. A bidder may not be compensated for damages arising from inaccurate or incomplete information in the invitation to

bid specifications or from inaccurate assumptions based upon the specifications. Neither Vendee nor any agents thereof assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

2.6. Award of Contract/Lowest and Best

The award of the contract, if it is to be awarded, will be to the lowest and best bidder, as to each chemical and may award one (1) or more chemicals to such bidder, whose qualifications indicate the award will be in the best interest of the Vendee and whose proposal complies with all the prescribed requirements. No notice of award will be given until the Vendee has concluded such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the bidders, suppliers, and other persons and organizations to do the delivery of product, supplies, materials, machinery and/or equipment or services in accordance with the contract documents to the satisfaction of the Vendee within the time prescribed. The criteria mentioned in these bid documents as well as any specific criteria found in the "Invitation to Bid" will be considered in awarding this bid to the lowest and best bidder. The Vendee reserves the right to reject the bid of any bidder who does not pass such investigation to the Vendee's satisfaction. In analyzing bids, the Vendee may take into consideration alternates and unit prices if requested by the bid forms; further, Vendee reserves the right to accept substitute items listed in the specifications for those of equal or greater value; to vary from the specification so long as the variance is not substantial and does not substantially affect the bid price; to award multiple awards when unit bids are requested for product, material, machinery and/or equipment or service and when deemed by Vendee to be in the best interest of the Vendee; to not award any bid and/or to proceed with making any purchase in accordance with Section 125.04 of the Ohio Revised Code, Ordinance No. 63-88 and/or Ordinance 68-99, or later amendment thereto; to reject any and all bids and to waive any and all irregularities and informalities therein; and, to exercise its sole and absolute discretion in determining the lowest and best bidder.

Vendee shall not be obligated to proceed with any project, in full or in part, or with the purchase of product, supply, material, machinery and/or equipment, in full or in part, in the event that any bid is rejected or any contract is not awarded. In considering the lowest and best bids, one (1) consideration, among others, in considering best bidder will be the delivery time of the product, supplies, materials, machinery and/or equipment or services.

If the contract is awarded, the Vendee will give the successful bidder a notice of award within sixty (60) days after the opening of bids.

2.7. Qualifications of Bidders

To demonstrate qualifications to deliver the product, supplies, materials, machinery and/or equipment or services, each bidder must be prepared to submit within five (5) days after bid opening, upon Vendee's request, detailed written evidence such as financial data, insurance data, previous experience, present commitments, conduct and performance on previous contracts, management skills, bidder's ability to execute the contract properly, including evidence by a

corporate resolution when applicable, and other such data, all of which will be considered as to awarding the contract to the lowest and best bidder. Each bid must contain complete documentation as listed on the bid form.

- 2.7.1. A corporate resolution shall be submitted, upon request, when the bid was submitted by a corporation authorizing the contract and authorizing the signature of the executing officer. The corporate seal must be affixed and attested by the Secretary or an Assistant Secretary; and,
- 2.7.2. Evidence of authority to conduct business as an out-of-state corporation in the state where the purchase is delivered or the service is to be performed shall be provided.

2.8. Tied Bids

If two (2) or more bidders offer the same cost and both are determined to be lowest and best, Vendee may break the tie with a flip of a coin. Vendee may assign "heads" and "tails" to the bidders. The coin flip may be conducted in the presence of the bidders, if they elect to be present, and is the final determination of the lowest and best bidder.

2.9. Rejected Bids

Vendee may reject any bid, in whole or in part, if any of the following circumstances are true:

- 2.9.1. Bids offer product, supplies, materials, machinery and/or equipment or services that are not in compliance with the requirements, specifications, terms or conditions in the invitation to bid,
- 2.9.2. The cost of the lowest and best bid is excessive in comparison with market conditions or with the purchasing Vendee's available funds, or
- 2.9.3. Vendee determines that awarding any item is not in the best interest of the City of Napoleon, Ohio.
- 2.9.4. Vendee can make the purchase at a lower or equal price through the State's cooperative purchasing agreement, so long as done in conformance with law.

2.10. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

2.11. Withdrawal of Bids Due to Mistake

Except as otherwise herein provided, if within two (2) business days after bids are opened, any bidder files a duly signed, written notice with Vendee and promptly thereafter demonstrates to the reasonable satisfaction of the Vendee that there was a clerical mistake, as opposed to a judgment mistake, in the preparation of this bid

that bidder may withdraw its bid and the bid security will be returned. Thereafter, that bidder will be disqualified from further bidding on the product, supplies, materials, machinery and/or equipment or services to be provided under the contract documents. Withdrawal procedure shall be in accordance with ORC 9.31.

2.12. Correction of Bids Before Opening

If a bidder withdraws its bid and resubmits it with revisions, the revisions should be clearly identified and signed or initialed by the bidder. The omission of a bidder's signature or initials to a modification may result in the bid being determined to be not responsive.

2.13. Correction of Bids After Opening

Vendee may permit a bidder alleging an inadvertent error to correct its bid, after opening, only if the mistake and the correction are clearly evident from the bid and correction does not otherwise give the bidder an unfair competitive advantage.

2.14. Requests for Revisions or Additions to the Contract

Bidders are required to comply with all the terms and conditions of the invitation to bid, whether the bidder had actual knowledge of the terms and conditions of the invitation to bid and regardless of any statement or omission in the bid that might indicate a bidder's contrary intention. Vendee will not agree to any additional inconsistent terms or conditions proposed by the bidder. The terms and conditions of the invitation to bid prevail over any inconsistent or additional terms or conditions of the bid.

2.15. Bids Remain Subject to Acceptance

All bids will remain subject to acceptance for sixty (60) days after the date of the bid opening, but Vendee may, in its sole discretion, release any bid and return the bid security prior to that date. Once opened all bids are irrevocable for sixty (60) days.

2.16. Samples

Vendee may require bidders, by invitation to bid or by request during evaluation, to provide sample supplies or equipment or examples of work, at the bidder's expense. Samples must clearly identify the bidder, the bid number, and the item the sample represents in the bid. Vendee will return samples that are not destroyed by testing, at the bidder's expense, upon the bidder's timely request. Vendee may keep the samples of the bidder awarded the contract until the completion of the contract. Unsolicited samples submitted in response to this invitation to bid will not be evaluated and Vendee may dispose of them in any way. All samples of value in excess of \$500.00 will be returned to bidder at bidder's expense.

2.17. Examination of Contract Documents and Site

It is the responsibility of each bidder before submitting a bid to do all the following:

- 2.17.1. To examine the contract documents thoroughly;
- 2.17.2. To become familiar with local conditions that may affect cost, progress, performance or furnishing of the product, supplies, materials, machinery and/or equipment or services;
- 2.17.3. To consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the product, supplies, materials, machinery and/or equipment or services;
- 2.17.4. To study and carefully correlate bidder's observations with the contract documents;
- 2.17.5. To notify Vendee of any and all conflicts, errors, or discrepancies in the contract documents at least five (5) days prior to the due date of the bids; and,
- 2.17.6. The submission of a bid will constitute an incontrovertible representation by bidder that bidder has complied with every requirement of this provision, that without exception the bid is premised upon performing and furnishing the product, supplies, materials, machinery and/or equipment or services required by the contract documents and applying the specific means, methods, techniques, sequences or procedures of delivery (if any) that may be shown or indicated or expressly required by the contract documents; that bidder has given Vendee written notice of all conflicts, errors, ambiguities and discrepancies that bidder has discovered in the contract documents and the written resolutions thereof by Vendee is acceptable to bidder; and that the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the product, supplies, materials, machinery and/or equipment or services.

2.18. Bid Security

Each bid must be accompanied by bid security made payable to Vendee in an amount of ten percent (10%) of bidder's maximum bid price and in the form of a certified or cashier's check, irrevocable letter of credit or a bid bond issued by a surety that is acceptable to Vendee.

The bid security of the successful bidder will be retained until such bidder has executed the agreement, furnished the required contract security and met the other conditions of the notice of award, whereupon the bid security will be returned. If the successful bidder fails to execute and deliver the agreement and furnish the required contract security within fifteen (15) days after the notice of award, Vendee may annul the notice of award and the bid security of that bidder will be

forfeited. The bid security of other bidders whom Vendee believes to have a reasonable chance of receiving the award may be retained by Vendee until the earlier of the seventh (7th) day after effective date of the agreement or the sixty-first (61st) day after the bid opening, whereupon bid security furnished by such bidders will be returned. Bid security with bids that are not competitive will be returned within seven (7) days after the bid opening.

2.19. Opening of Bids

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where bids are to be submitted. An abstract of the amounts of the base bids and major alternates (if any) will be made available to bidders after the opening of bids.

2.20. Contesting Rejection or Award of Bid

Any contesting regarding an award of bid must be submitted in conformance with Section §106.05 of the Codified Ordinances of the City of Napoleon, Ohio within ten (10) business days from the date an award is made by City Council. Notice must be filed in a timely manner with the City Finance Director. Failure to contest in a timely fashion is considered a waiver thereof.

2.21. Contract Security

Any Contract for product, supply, material, machinery and/or equipment shall have performance secured by a Certified Check, Cashier's Check, Irrevocable Letter of Credit, or Performance Bond, as approved to form by the City Law Director, in an amount of ten percent (10%) of the total contract price, except that any Contract for services shall be secured for the full Contract Price, no ten percent (10%) permitted. Any reference in a performance bond to material or labor shall also mean product, supply, material, machinery and/or equipment and services.

2.22. Signing of Agreement

When Vendee gives a notice of award to the successful bidder, it will be accompanied by the required number of unsigned counterparts of the agreement with all the other written contract documents attached. Within fifteen (15) days thereafter Vendor shall sign and deliver the required number of counterparts of the agreement and attached documents to Vendee with the required bonds and corporate resolution, if applicable. Within fifteen (15) days thereafter, Vendee shall deliver one (1) fully signed counterpart to Vendor.

2.23. Sales and Use Tax

Vendee is exempt from Ohio State Sales and Use Taxes on product, supplies, materials, machinery, equipment or services. Said taxes shall not be included in the contract price.

2.24. Supplementary/Special Conditions/Specifications

Vendor shall be responsible for reading any and all special conditions, supplemental conditions and specifications as made part of the agreement.

(NOTE: If any supplementary condition, special condition or specification is included in the bid documents, said supplementary condition, special condition or specification shall take preference over any other term or condition in this agreement in the following order: supplementary condition, special condition then specification.

2.25. Miscellaneous Instructions to Bidders

- 2.25.1. Two (2) considerations, among others, in considering best bidder will be the delivery time of the product and deposit rate.
- 2.25.2. The bidder shall provide a toll-free or collect-call telephone number for the ordering of chemicals.
- 2.25.3. The bidder shall make himself acquainted with the unloading equipment and the methods which are used at the Water and Wastewater Plants.
- 2.25.4. All prices quoted shall be firm for the calendar year.
- 2.25.5. A typical analysis and a Material Safety Data Sheet for each chemical, to be supplied by the bidder, shall be included in these bids.
- 2.25.6. All prices quoted on bulk chemicals shall include bin or storage tank delivery. Unloading will be effected in the shortest time possible and there will be no extra payment for delays in unloading.
- 2.25.7. All chemicals that are to be delivered must meet the ANSI-NSF Standard 60 and suppliers must have NSF certification. Proof of NSF certification for each chemical bid must accompany bid.
- 2.25.8. Bid shall be submitted on forms supplied by the City of Napoleon. Each bid must be marked: "BID FOR CHEMICALS – FY 2017".
- 2.25.9. Bidder agrees to execute the Political Disclosure form upon award of any contract if the amount of award is \$10,000.00 or more.

ARTICLE 3. AGREEMENT BETWEEN VENDEE AND VENDOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 201__ by and between the City of Napoleon, Ohio, (hereinafter referred to as Vendee) and _____, (hereinafter called Vendor). Vendee and Vendor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

3.1. Contract Components; Entirely; Changes; Interpretation.

Contract Components. If this contract is a result of a competitive bid, then this Contract consists of the terms and conditions of this document, the complete invitation to bid, including the instruction to bidders, the bid specifications, any written amendments to the invitation to bid or the contract documents, any supplemental or special conditions, the Delinquent Personal Property Tax Affidavit, the Non-Collusion Affidavit, the completed competitive sealed bid, including proper modifications and, clarifications and samples ("Contract"); however, if this Contract is a result of means other than competitive bid, then this Contract shall consist only of the terms and conditions of this document, the specifications, supplementary and special conditions and, any written amendments to the contract documents ("Contract").

Entire Agreement; Parties to the Contract. This Contract is the entire agreement between the Vendor and the Vendee.

Contract Changes; Waiver. Changes or modification to this Contract must be made in writing and signed by both parties. If a party to this Contract does not demand strict performance of any term of this Contract, the party has not waived or been relinquished of any of its rights; the party may at any later time demand strict and complete performance of the term.

Headings. The headings used throughout this Contract are for convenience only; they are not to be used to interpret the terms or conditions of this Contract.

Compensation. In consideration for Vendor's performance, Vendee will pay Vendor the below delivery price for the product, supplies, materials, machinery and/or equipment or services that is the subject of this Contract, subject to adjustment by any approved change orders as may be issued during the performance of the contract. Payments may be made by the Vendee's Finance Director by warrant or by electronic fund transfer. Price includes any and all delivery costs.

3.1.1. PEBBLE LIME: 370 tons, more or less.
\$ _____ per Ton

3.1.2. LIQUID CHLORINE: 11 tons, more or less.
\$ _____ per lb.

- 3.1.3. POWDERED ACTIVATED CARBON: 12 tons, more or less.
\$ _____ per lb.
- 3.1.4. SODIUM TRI-POLYPHOSPHATE: 2 tons, more or less.
\$ _____ per lb.
- 3.1.5. POTASSIUM PERMANGANATE: 6 tons, more or less.
\$ _____ per lb.
- 3.1.6. LIQUID ALUMINUM SULFATE: 112,000 gallons, more or less.
\$ _____ per Gallon
- 3.1.7. SODA ASH: 25 tons, more or less.
\$ _____ per Ton
- 3.1.8. LIQUID CARBON DIOXIDE: 40 tons, more or less.
\$ _____ per Ton
- 3.1.9. SODIUM SILICOFLUORIDE: 2 tons, more or less.
\$ _____ per lb.
- 3.1.10. ROCK or SOLAR SALT, 450 tons, more or less
\$ _____ per Ton

Payment Due Date. Vendee must make payment under this Contract no later than the thirtieth (30th) calendar day from the day it receives an invoice that conforms to Vendee current policy, for the supplies or services it has accepted.

Interest on Overdue Payments. Vendee will determine and pay interest for overdue payments on proper invoices in accordance with law or its policy and procedures, whichever is deemed appropriate by the Vendee Finance Director.

Taxes. Vendee is exempt from all federal, state and local taxes. Vendee will not pay any taxes on supplies or services purchased from Vendor, unless the Special Contact Terms and Conditions specifications specifically state otherwise.

3.2. Time of Performance

Term of Contact. This Contract is effective upon the signature of Vendee's City Manager. This Contract will remain in effect until the Contract is fully performed by both parties or until it terminates in accordance with law, or until it is canceled or terminated in accordance with this Article 3.2, Article 3.4 or Article 3.5 of this Contract, whichever occurs first. Regardless, this contract shall expire on **January 31, 2018.**

CONTRACT LIMITATIONS

- 3.2.1. Applicable Law. Any contract limitation provided for in law applicable to Vendee shall control where it has the authority to supersede state law.
- 3.2.2. Appropriation of Funds. Vendee's funds are contingent upon the availability of lawful appropriations by the legislative council of Vendee. If the legislative council fails at any time to continue funding for the payments or any other obligations due by the Vendee under this Contract, the Vendee will be released from its obligations on the date funding expires, except for payment of product, supplies, materials, machinery and/or equipment or services already rendered.
- 3.2.3. Certification of Funds/Attorney Approval. This Contract is not valid unless and until the Vendee's Finance Director certifies the funds and the contract is approved as to form and correctness by the Vendee's Law Director.

3.3. Delivery

F.O.B. The Place of Destination. Vendor must provide product, supplies, materials, machinery and/or equipment under this contract F.O.B. the place of destination. The place of delivery will be specified by the Vendee on the Vendee's purchase order or other ordering document, unless otherwise specified in the specifications, or other contract documents.

Time of Delivery. If Vendor is not able to deliver the product, supplies, materials, machinery and/or equipment or services on the date and time specified by the Vendee on the Vendee's ordering document, specifications or other contract documents, Vendor must coordinate an acceptable date and time for delivery with the Vendee. If Vendor is not able to or does not provide the product, supplies, materials, machinery and/or equipment or services to Vendee by the date and time provided on the Vendee's documents or by the date and time later agreed upon, the Vendee may obtain any remedy under Article 3.4 of this Contract or any other remedy at law.

3.4. Contract Cancellation; Termination; Remedies.

Contract Cancellation. If Vendor fails to perform any one of its obligations under this Contract it will be in default and Vendee may cancel this Contract, in accordance with this section. The cancellation will be effective when Vendee sends it.

- 3.4.1. Contract Performance Substantial Endangered. If Vendor's default is so substantial that it may not be able to be cured within a reasonable time or if Vendee determines that the performance of the Contract is substantially endangered through no fault of the Vendee, Vendee may cancel this contract by written notice to Vendor.

- 3.4.2. Cancellation for Unremedied Default. If Vendor's default may be cured within a reasonable time, Vendee will provide written notice to Vendor specifying the default and the time within which Vendor must correct the default. If Vendor fails to cure its default within the time required by Vendee, Vendee may cancel this contract by written notice to Vendor. If Vendee does not give timely notice of a default to Vendor, Vendee has not waived any of the Vendee's rights or remedies concerning the default.
- 3.4.3. Cancellation for Persistent Default. Vendee may cancel this Contract by written notice to Vendor for defaults that are cured but are persistent. "Persistent" means three (3) or more defaults. After Vendee has noticed Vendor of its third (3rd) default, Vendee may cancel this Contract without providing Vendor with an opportunity to cure, if Vendor defaults for a fourth (4th) time. The four (4) defaults are not required to be related in any way.
- 3.4.4. Cancellation for Financial Instability. Vendee may cancel this contract by written notice to Vendor if a petition in bankruptcy or similar proceeding has been filed by or against the Vendor.
- 3.4.5. Cancellation for Delinquency; Violation Of Law. Vendee may cancel this Contract by written notice, if it determines that Vendor is delinquent in its payment of federal, state or local taxes, workers compensation, insurance premiums, unemployment compensation contributions, child support, court costs, or any other obligation owed to a state agency or political subdivision. However, Vendee may not cancel this Contract if Vendor has entered into a repayment agreement with which Vendor is current. Vendee also may cancel this Contract, if it determines that Vendor has violated any law during the performance of this Contract.

3.5. Contract Termination

Vendee may terminate this contract for convenience with thirty (30) days written notice to Vendor.

3.6. Remedies for Default.

- 3.6.1. Actual Damages. Vendor is liable to the Vendee for all actual and direct damages caused by Vendor's default. The Vendee may buy substitute product, supplies, materials, machinery and/or equipment or services from a third (3rd) party, for those that were to be provided by Vendor. The Vendee may recover the costs associated with acquiring substitute product, supplies, materials, machinery and/or equipment or services, less any expenses or costs saved by Vendor's default, from Vendor.
- 3.6.2. Liquidated Damages. If actual and direct damages are uncertain or difficult to determined, the Vendee may recover liquidated damages in the amount of one percent (1%) of the value of the order, or Fifty Dollars (\$50.00) per day, whichever is less, for every day the default is not cured by Vendor or by substitute performance.

3.6.3. Deduction of Damages from Contract Price. The Vendee may deduct all or any part of the damages resulting from Vendor's default from any part of the price still due on the Contract, with Vendee's prior written notice to Vendor.

3.7. Force Majeure.

If the Vendee or Vendor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this contract. The term "force majeure" means without limitation: acts of God, such as epidemics; lightning; earthquakes, fires; storms; hurricanes; tornadoes; floods; washouts; droughts; and other severe weather; explosions; arrests; restraint of government and people; war; strikes; and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond control of the party.

3.8. Delegation of Duty and Assignment of Rights.

3.8.1. Vendee Consent to Delegate. Vendor may not delegate any of its duties under this Contract unless Vendee consents to the delegation in writing. Vendee consent to the delegation is not Vendee's agreement to release Vendor from its duties under this Contract.

3.8.2. Vendee Consent to Assign. Vendor may not assign any of its rights under this Contract unless Vendee consents to the assignment in writing. Any purported assignment made without Vendee's written consent is void. Vendee may assert against an assignee any claim or defense Vendee may have against the assignor.

3.8.3. Antitrust Assignment to Vendee. Vendor assigns to Vendee all of its rights to any claims and causes of action the Vendor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the product, supplies, materials, machinery and/or equipment or services provided under this Contract. Additionally, the Vendee will not pay excess charges resulting from antitrust violations by Vendor's suppliers and subcontractors.

3.9. Requirements Contract.

The quantity of product, supplies, materials, machinery and/or equipment or services to be provided under this Contract is the quantity determined by the actual, good faith, requirements of the Vendee. Vendee may purchase product, supplies, materials, machinery and/or equipment or services identical to those provided under this Contract from a supplier other than Vendor, if one (1) of the following conditions apply:

- 3.9.1. Large Quantities. The product, supplies, materials, machinery and/or equipment or services to be purchased were not anticipated by Vendee at the time this Contract was let and the product, supplies, materials, machinery and/or equipment or services are required in a large quantity.
- 3.9.2. Unique or Unusual Nature. The product, supplies, materials, machinery and/or equipment or services to be purchased are unique or unusual from the supplies or services provided under this Contract.
- 3.9.3. Emergency Purchase. Vendee requires the product, supplies, materials, machinery and/or equipment or services to remedy an emergency and Vendor is not able to provide product, supplies, materials, machinery and/or equipment or services, as the emergency requires.
- 3.9.4. Other Cause. Any other cause as required by law, policy or as determined in the sole discretion of Vendee's City Manager or the quantity of this Contract is quantity specific.

3.10. Sub-contracting.

Vendor must identify its subcontractors, suppliers and joint venturers for the performance of this Contract. Vendor must supplement its lists of sub-contractors suppliers or joint venturers, if Vendor's subcontractors, suppliers or joint venturers change during the term of this Contract.

3.11. Price Adjustments.

- 3.11.1. Price Increases. If the Special Contract Terms and Conditions provide for a price increase, Vendor may request a price increase in accordance with the Special Contract Terms and Conditions.
- 3.11.2. Price Decreases. If Vendor experiences a decrease in its cost to provide the product, supplies, materials, machinery and/or equipment or services to Vendee, Vendor may provide a price decrease to the Vendee.

3.12. Security

A Certified Check, Cashier's Check, Irrevocable Letter of Credit or Performance Bond that is approved by the Vendee's Law Director, written to the City of Napoleon in the amount of ten percent (10%) shall be deposited as security to assure performance of this Agreement when the Contract is for delivery of product, supply, material, machinery and/or equipment; however, when the Contract is for services, then the security amount shall be in like form for the full Contract price, no ten percent (10%) permitted. Such security shall be forfeited for failing to fully or partially perform. Any check posted as a Bid Bond may be considered by the Vendee as Security for Performance of this Agreement. This Article 3.12 may be waived in writing by Vendee's City Manager when no competitive bid is involved.

3.13. Miscellaneous Terms

- 3.13.1. Assignment. No assignment by a party hereto of any rights or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.
- 3.13.2. Binding Parties. Vendee and Vendor each binds itself, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the contract documents.
- 3.13.3. Equal Employment Opportunity. The Vendor, in the hiring of employees for the performance of work under this contract or any person acting on the Vendor's or any of its subcontractors' behalf, by reason of race, color, creed, religion, sex, disability or military status as defined in Section 4112.01 and 4112.02 of the Revised Code, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates; further, the Vendor or any of its subcontractors, or any person on a Vendor's or subcontractors' behalf, in any manner, shall not discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, creed, religion, sex, disability or military status as defined in Section 4112.01 and 4112.02 of the Revised Code; finally, Vendor in its business or its subcontractor or person working on the Vendor's or its subcontractors' behalf, shall not discriminate against persons by reason of cultural, racial, or ethnic background, or other similar cause, including, but not limited to, race, color, religion, sex, disability or military status as defined in Section 4112.01 and 4112.02 of the Revised Code, national origin, or ancestry.
- 3.13.4. Forfeiture for EEO Violation. Notwithstanding any other provision of this contract regarding termination or penalty, there shall be deducted from the amount payable to the Vendor under this contract, a forfeiture of twenty-five dollars (\$25.00) for each person who is discriminated against or intimidated in violation of this contract; moreover, the contract shall be canceled or terminated by the Vendee, and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this equal employment opportunity section of this contract.
- 3.13.5. The Vendor, in the hiring of employees for the performance of work under this contract or any person acting on the Vendor's or any of its subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor

or workers who is qualified and available to perform the work to which the employment relates; further, the Vendor or any of its subcontractor's, or any person on a Vendor's or subcontractor's behalf, in any manner, shall not discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color; finally, Vendor in its business or its subcontractor or person working on the Vendor's or its subcontractor's behalf, shall not discriminate against persons by reason of cultural, racial, or ethnic background, or other similar cause, including, but not limited to, race, religion, sex, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

- 3.13.6. Drug Free Work Place. Vendor must comply with all applicable state and federal laws regarding a drug free workplace. Vendor must exert good faith efforts to ensure that its employees do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs, in any way, while working on Vendee's property.
- 3.13.7. Survivorship. In addition to the section titled "Remedies for Default" (Article 3.6), of this Contract, the below provisions contained in this Article entitled: Indemnification, Confidentiality, Publicity, Governing Law/Severability, Construction, and No Waiver shall survive expiration of this contract.
- 3.13.8. Indemnification. Vendor will indemnify and hold harmless Vendee, including its public officials, officers, and employees for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise out of or are related to Vendor's, including Vendor's employees and agents, performance under this Contract.
- 3.13.9. Confidentiality. Vendor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. Vendor may not disclose any information obtained by it as a result of the Contract, without written permission from Vendee. Vendor must assume that all Vendee information, documents, data, records or other material is confidential.
- 3.13.10. Publicity. Vendor may not use or refer to this Contract to promote or solicit Vendor's or subcontractor's supplies or services. Vendor's and its subcontractors may not disseminate information regarding this Contract, unless agreed to in writing by Vendee.
- 3.13.11. Governing Law; Severability. The laws of the State of Ohio govern this Contract, and venue for any dispute will be exclusively with the appropriate court in Henry County, Ohio. If any provision of the Contract or application of any provision is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain

in full force and effect to the extent that the remaining provisions continue to make sense.

- 3.13.12. Construction. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- 3.13.13. No Waiver. No failures by Vendee to insist upon strict performance by Vendor of any provision of this agreement or to exercise any right or remedy consequent upon a violation of this agreement shall constitute a waiver of any such provision, right, remedy or violation. No waiver of any violation shall affect or amend this agreement, but every agreement, term and condition of this agreement shall continue in full force and effect with respect to any other existing or subsequent violation.

In Witness Whereof, Vendee and Vendor have signed this agreement in duplicate. One (1) counterpart of each has been delivered to Vendor, and Finance Director. All portions of the contract documents have been signed or identified by Vendee and Vendor.

This agreement will be effective on _____

VENDEE: City of Napoleon, Ohio

By _____
City Manager

Attest:

I, Gregory J. Heath, Finance Director of the City of Napoleon, Ohio hereby certify that in the case of this continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrance.

Gregory J. Heath, Finance Director

ADDRESS FOR GIVING NOTICES:
255 West Riverview Avenue
P.O. Box 151
Napoleon, Ohio, 43545

VENDOR: _____
(Typed Company Name)

By _____

(Typed Name of Person Signing & Capacity)

***Contract & Associated Bonds
Approved as to Form and
Correctness Thereof:***

Billy D. Harmon, City Law Director

ARTICLE 4. SPECIFICATIONS

DELIVERY. Delivery of the product, supplies, materials, machinery and/or equipment or services shall be to the City of Napoleon, Ohio, Water Treatment Plant at 527 Welsted Street; or Wastewater Treatment Plant at 735 East Washington Street, Napoleon, Ohio 43545 unless otherwise specified in the bid specifications at no extra charge.

All shipments must be adaptable to the methods as stated in the Instructions to Bidders and equipment. All shipments shall be made by truck.

Shipments of Carbon, Sodium Tri-polyphosphate, and Sodium Silicofluoride shall be made on standard wood pallets.

All dry chemicals purchased in bulk shall be delivered in pneumatic bulk trucks capable of delivering directly into the plant storage bins.

Vendee will take delivery in installments on an “as need” basis. Vendor will promptly deliver the product at no extra charge within ten (10) working days from date of notification of Vendee. Time is of the essence.

INSURANCE. The Vendor shall not commence work under the contract prior to obtaining all the insurance required hereunder and obtaining the Authorized Representative's approval of such insurance, nor shall the Vendor allow any Subcontractor to commence work on any subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Vendor hereunder.

VENDOR'S LIABILITY INSURANCE. The Vendor is required to carry Commercial General Liability, Automobile Liability, Workers' Compensation and Employer's Liability insurance.

GENERAL INSURANCE PROVISIONS. Policies for insurance described above shall all contain the following special provisions: The insurance company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by the policy, written notice shall be mailed to the Vendee.

The maintenance of the insurance as described herein shall not constitute a waiver of the Vendor's liability for damage to any adjoining building or its contents or the work and property of others on the site in excess of the limits of such insurance. The Vendor shall hold the Vendee free and harmless from any injury, including death, and any damage resulting from the negligent or faulty performance or omission of or from the contract by the Vendor or any Subcontractors with whom the Vendor has entered into a contract.

The Vendor shall hold the Vendee harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that may be in any

way involved in or connected with any part of the Work or the Work of any Subcontractors with whom the Vendor has entered into a contract.

INSURANCE RATING. All insurance shall have a Best's rating of A- or higher and VI or higher plus approved in Ohio. Cross liability shall not be restricted.

INSURANCE SURVIVORSHIP INCORPORATION. Any Insurance provision or Indemnification provision contained in these specifications shall be incorporated into the survivorship provision of this Contract by reference.

INCOME TAX. The Vendor shall withhold all city income tax assessments due or payable under the provisions of the City Code for wages, salaries and commissions paid to its employees for services performed under this contract, and the Vendor shall require any of its subcontractors to agree to withhold any such city income tax assessments due under said City Code.

4.1. **PEBBLE LIME: 370 tons, more or less.**

The Pebble Lime shall conform to ANSI/AWWA specifications B202-93 for Lime. Purchases will be based on ninety (90) percent available calcium oxide content. Purchases will be made in twenty-five (25) ton lots, to be delivered to the Water Plant. Pebble Lime shall be supplied in bulk with the pebble size of three-quarters (3/4) inch or less diameter and be of suitable quality.

4.2. **LIQUID CHLORINE: 11 tons, more or less.**

The Chlorine shall comply with the ANSI/AWWA specifications B301-99 for Liquid Chlorine and be of suitable quality. The Chlorine shall be packed in 150 lb. chlorine cylinders. The owner of the cylinders shall pay for their return. Deliveries shall be to the Water and Wastewater Plants. Chlorine cylinders shall be maintained and loaded in strict accordance with the latest edition of "Container Procedure at Chlorine Packaging Plants" issued by the Chlorine Institute, Inc.

4.3. **POWDERED ACTIVATED CARBON: 12 tons, more or less.**

Hydromarco B Activated Carbon or equivalent quality, shall comply with ANSI/AWWA specifications B600-96 for Carbon. The Carbon shall be delivered in fifty (50) or forty (40) pound multi-walled bags on standard wood pallets. The Powdered Activated Carbon supplied shall be the type and quality suitable for use in the treatment of a public water supply and shall have a minimum Iodine Number of 500. It shall have the property to remove objectionable tastes and odor producing materials. Delivery shall be to the Water Treatment Plant.

4.4. **SODIUM TRI-POLYPHOSPHATE: 2 tons, more or less.**

The Sodium Tri-polyphosphate, shall comply with ANSI/AWWA specifications B503-94. The Sodium Tri-polyphosphate shall be granular light, and be packaged in fifty (50) pound multi-walled bags. The Tri-polyphosphate supplied shall be suitable for use in the treatment of a public water supply. It shall have the property to sequester excess calcium carbonate or iron that may be present in the water supply and be of suitable quality. Delivery shall be to the Water Treatment Plant.

4.5. **POTASSIUM PERMANGANATE: 6 tons, more or less.**

The Potassium Permanganate shall comply with ANSI/AWWA specifications B-603-98. All material shall be acceptable for use in treatment of a public water supply. The free-flowing Cairox grade is required. The Potassium Permanganate shall contain not less than ninety-five (95) percent by weight and be of suitable quality. The containers shall be the 330.75 lb. (150 kg.) non-returnable steel drums. Damaged drums will not be accepted. Delivery shall be to the Water Treatment Plant Intake.

4.6. **LIQUID ALUMINUM SULFATE: 112,000 gallons, more or less.**

The Liquid Aluminum Sulfate shall comply with ANSI/AWWA specifications B403-98. The Liquid Aluminum Sulfate supplied under this bid must be made from Alumina Trihydrate, be of suitable quality and an affidavit attesting to the use of Alumina Trihydrate as the raw product in making the Aluminum Sulfate, must accompany the bid. Water insoluble matter shall not exceed 0.2% and the total water soluble iron (expressed as Fe₂O₃) shall be no more than 0.35% in the Liquid Aluminum Sulfate. The Liquid Aluminum Sulfate shall be shipped in a rubber lined truck. Purchases will be made in lots of 4,500 gallons of not less than 8.3% A1203.

Certification of weight of the material delivered and certification of Aluminum Oxide content shall be provided with each load. The supplier shall provide pumps for pumping the solution to the Treatment Plant's storage tanks. The storage tanks consist of two (2) - 1,500 gallon tanks at the Water Treatment Plant and one (1) - 10,000 gallon tank at the Wastewater Plant. Delivery shall be made to both plants and loads delivered to the Water Plant will be split between the two (2) locations without charge.

4.7. **SODA ASH: 25 tons, more or less.**

The Soda Ash (Sodium Carbonate) shall comply with ANSI/AWWA specifications B201-98. The material delivered shall be in bulk form, contain no large lumps or crystals, free flowing Dense Grade, and contain not less than ninety-five (95) percent Sodium Carbonate (Na₂CO₃) by weight and shall be of suitable quality. Purchases will be made in twenty-five (25) ton lots. Delivery shall be made to the Water Treatment Plant.

4.8. **LIQUID CARBON DIOXIDE: 40 tons, more or less.**

The Liquid Carbon Dioxide shall conform to the ANSI/AWWA specifications and standards B510-00, as well as the United States FDA specifications for Water Treatment Plant chemicals and shall be of suitable quality. Deliveries where plant personnel will be required to assist in unloading shall be made before 4:00 p.m. to facilitate unloading at regular hours. The City owns a six (6)-ton CO₂ storage tank which is located at the rear of the plant which is accessible via a blacktop driveway. The supplier will be required to fill and keep supplied on a regular basis the existing storage tank. The plant's usage will be approximately 350 pounds per day. Delivery shall be made to the Water Treatment Plant. The

supplier shall be a firm established in the production and distribution of Liquid Carbon Dioxide.

4.9. SODIUM SILICOFLUORIDE: 2 tons, more or less.

The Sodium Silicofluoride shall comply with ANSI/AWWA specifications B702-99, and shall have a minimum of ninety-eight (98) percent (dry basis) Sodium Silicofluoride. The Sodium Silicofluoride supplied shall be suitable for use in a potable water supply, be of suitable quality, and packaged in fifty (50) pound multi-walled bags. Delivery shall be to the Water Treatment Plant.

4.10. ROCK or SOLAR SALT: 450 Tons, more or less.

The rock or solar salt shall comply with ANSI/AWWA specifications for Rock or Solar Salt. The material delivered shall be in bulk form, contain no large lumps or crystals, Commodity Screening 4489 Coarse and shall be of suitable quality. Purchases will be made in twenty-five (25) ton lots. Delivery shall be made to the Water Treatment Plant.

4.11. DEPOSIT

There shall be no deposit charged to Vendee for cylinders used for chlorine.

ARTICLE 5. CERTIFIED COPY OF CORPORATE RESOLUTION

(Name of Company)

I hereby certify that I am duly elected and acting Secretary of the above named company, a corporation duly organized and existing under the laws of the State of _____ that on _____ day of _____, _____ the board of said corporation authorized and approved a certain bid proposal to the City of Napoleon for the delivery of certain product, supplies, materials, machinery and/or equipment or services by said corporation and any contract resulting therefrom and empowered the _____ (insert title of officer) of said corporation to execute said captioned proposal and contract with the City of Napoleon, Ohio, 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 _____ (Name of Officer) is duly elected and acting in the above official capacity of said corporation.

In Witness Whereof, I have hereunto subscribed my name on _____
201__.

(Corporate Seal)

Secretary

ARTICLE 6. PERFORMANCE BOND

STATE OF _____ }
COUNTY OF _____ } ss;

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as principal and _____
_____ as Surety, are
held and firmly bound unto THE CITY OF NAPOLEON, OHIO in the penal sum of
_____ Dollars (\$ _____) for the payment of which
well and truly to be made, we bind ourselves, our heirs, administrators, successors and
assigns.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, whereas the
above named principal did on or about the _____ day of _____
20__ enter into a contract with said City to provide the following product, supplies,
materials, machinery and/or equipment or services:

**CHEMICALS FOR THE WATER TREATMENT PLANT
AND WASTEWATER TREATMENT PLANT
FY2017**

which said contract is made part of this bond the same as though set forth herein.

NOW, THEREFORE, if the said principal shall well and truly do and perform the
things agreed to by said principal to be done and performed according to the terms of said
contract; and shall pay all lawful claims of materialmen and laborers, for materials
furnished and labor performed in the carrying forward, performing and completing of
said contract; we agreeing and assenting that this understanding shall be for the benefit of
any materialmen or laborers 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 all claims
hereunder shall in no event exceed the penal sum of this obligation as herein stated, and
does not cover maintenance of the improvement.

The said surety, for value received, hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the contract or to the work to be performed
thereunder, or the specification accompanying the same shall in anyway affect its
obligation on this bond, and it does hereby waive notice of any such change, extension of
time, alteration of addition to the terms of the contract or to the work or to the
specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seal, this _____ day of _____, 201__.

Surety

Principal

Surety Address

Principal Address

By - Witness

By - Witness

Type Name

Type Name

(Seal)

Notary Public

Type Name

Attorney-in-Fact



The foregoing bond is hereby approved as to form and legality this _____ day of _____, 201__.

Billy D. Harmon, City Law Director

The foregoing bond is hereby approved as to form this _____ day of _____, 201__.

Gregory J. Heath – Finance Director

The foregoing bond is hereby approved as to form this _____ day of _____, 201__.

City Manager

ARTICLE 7. DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF _____ }
COUNTY OF _____ } ss:

Section 5719.042: After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the District's Fiscal Officer a statement affirmed under oath that the person with whom the contract is to be made was 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 the taxing district has territory or that such person was charged with delinquent personal taxes on any such tax list, in which case delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Fiscal Officer to the County Treasurer within thirty (30) days of the date it is submitted.

DELINQUENT PERSONAL PROPERTY TAX STATEMENT
(O.R.C. Section 5719.042)

I, _____, _____ of
(Name) (Title)
_____ affirm that at the time that I

(Name of Company)
submitted the bid for **CHEMICALS FOR THE WATER TREATMENT PLANT AND
WASTEWATER TREATMENT PLANT FY2017** (pursuant to the Specifications) to the CITY
OF NAPOLEON, OHIO on _____ that _____
(Date)

_____, not charged
(Name of Company) (was/was not)
with delinquent personal property taxes by the Henry County, Ohio, Auditor.

(If personal property taxes are delinquent, complete the next two (2) spaces.)

The amount of delinquent personal property taxes due Henry County, Ohio are
_____ and unpaid penalties and interest are _____.

Sworn to before the below Notary Public and subscribed in Notary's presence by the
undersigned this _____ day of _____, 201____ that all information
contained in this page is true and complete.

MUST BE SIGNED & NOTARIZED

Regardless If A Delinquency Exists!

(Signature)

(Company)

(Date)

[seal]

(Notary Public)

ARTICLE 8. NOTICE OF AWARD

(To be filled out by the City)

TO: _____

PRODUCT, SUPPLY, MATERIAL, MACHINERY AND/OR EQUIPMENT OR SERVICE
DESCRIPTION: **CHEMICALS FOR THE WATER TREATMENT PLANT AND
WASTEWATER TREATMENT PLANT FY2017**
(pursuant to the Bid Specifications), as to the following chemical(s):

The Vendee has considered the bid submitted by you for the above described product, supplies, materials, machinery and/or equipment or services in response to its advertisement of invitation to bid dated _____ and information for bidders.

You are hereby notified that your bid has been accepted for delivery of product, supplies, materials, machinery and/or equipment or services in the amount of: _____

You are required by the information for bidders to execute the agreement and if required in the bid document, furnish the required performance bond and/or payment bond within fifteen (15) calendar days from the date of this notice to you.

If you fail to execute said agreement and to finish said bonds within fifteen (15) days from the date of this notice, said Vendee will be entitled to consider all your rights arising out of the Vendee's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Vendee will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this notice of award to the Vendee.

Dated this _____ day of _____.

City Of Napoleon, VENDEE

City Manager

ARTICLE 9. ACCEPTANCE OF NOTICE

Receipt of the above notice of award is hereby acknowledged and the award is accepted by:

(Company)

this the _____ day of _____

and further understands that all documentation required must be furnished to the City in a timely manner and proper form. Moreover, that all performance bonds, if required by the Agreement, shall be issued by an Ohio agency licensed or registered in Ohio and the POA shall be resident of Ohio.

By _____
(Signature)

Title _____

ARTICLE 10. NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: **CHEMICALS FOR THE WATER TREATMENT PLANT AND
WASTEWATER TREATMENT PLANT FY2017**

as to the following chemical(s):

You are hereby notified to space delivery of the product, supplies, materials, machinery
and/or equipment or services in accordance with the agreement dated _____
_____.

City of Napoleon, VENDEE

by _____
City Manager



ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by:

[Company]

this, the _____ day of _____

By: _____
[Signature]

Title: _____

ARTICLE 11. BID PROPOSAL FORM

GENTLEMEN:

11.1. Having carefully examined the bid documents, we propose to complete all delivery of the product, supplies, materials, machinery and/or equipment or services covered in the bid detail, for the contract price of:

PEBBLE LIME:

370 Tons, more or less. \$ _____ per Ton

LIQUID CHLORINE:

11 Tons, more or less. \$ _____ per lb.

POWDERED ACTIVATED CARBON:

12 Tons, more or less. \$ _____ per lb.

SODIUM TRI-POLYPHOSPHATE:

2 Tons, more or less. \$ _____ per lb.

POTASSIUM PERMANGANATE:

6 Tons, more or less \$ _____ per lb.

LIQUID ALUMINUM SULFATE:

112,000 Gallons, more or less. \$ _____ per Gallon

SODA ASH:

25 Tons, more or less. \$ _____ per Ton

LIQUID CARBON DIOXIDE:

40 Tons, more or less. \$ _____ per Ton

SODIUM SILICOFLUORIDE:

2 Tons, more or less. \$ _____ per lb.

ROCK or SOLAR SALT:

450 Tons, more or less \$ _____ per Ton

11.2. The undersigned bidder proposes and agrees, if this bid is accepted, to accept the purchase order of the Vendee and complete all delivery of product, supplies, materials, machinery and/or equipment or services described in the specifications or as indicated in the bidding documents for the contract price stated. Bidder further accepts and agrees to complete the delivery of the product, supplies, materials, machinery and/or equipment or services as described in the specifications in a timely manner and in accordance with procedure as described in the Instructions to Bidders and in the contract documents.

- 11.3. Bidder understands and accepts all the terms and conditions of the bidding documents and agrees without limitation to those dealing with the disposition of bid security. This bid will remain subject to acceptance for sixty (60) days after the day of the bid opening. Bidder will sign and submit the agreement with the bonds and other documents required by the bidding requirements, including the Delinquent Personal Tax Affidavit, within fifteen (15) days after the date of Vendee's notice of award.
- 11.4. Bidder has familiarized himself with the specification and scope of request of the project, the nature and extent of the contract documents, the product, supplies, materials, machinery and/or equipment or services, the site, the locality, and all other local conditions and laws and regulations that may affect cost in any manner as well as hinder the progress, performance, or furnishing of the product, supplies, materials, machinery and/or equipment or services.
- 11.5. Bidder has read all documents including the following addenda, receipt of which is/are attached hereto and signed by parties.
- 11.6. Bidder acknowledges that he has had opportunity to give the Vendee written notice of all conflicts, errors or discrepancies that he has discovered in the contract documents and the written resolution of the Vendee is acceptable to the bidder.
- 11.7. Bidder states that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is being submitted in conformity with (if any exist) all agreement(s) or rules (who the Bidder duly represents) of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or spurious bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- 11.8. Bidder agrees that date of delivery shall be in accordance with the Contract Documents.
- 11.9. Bidder has attached all required documents, which are made a condition of the bid proposal. These are:
 - Non-Collusion Affidavit.
 - Bid Bond.
 - Addenda, if any.

NOTICE: Be certain all blanks are completed on this form and all pertinent information concerning the company and officers is contained on the appropriate following blanks; further, that the non-collusion affidavit, bid bond, and any required addenda is attached.

DATE OF BID SUBMITTAL: _____

BY: _____
(Name of Company or Corporation)

STATE OF INCORPORATION: _____ DATE: _____

BUSINESS ADDRESS: _____

TELEPHONE: _____ VOICE: _____

FAX: _____

E-MAIL: _____

BY: _____ TITLE: _____

BY: _____ TITLE: _____

ARTICLE 12. NON-COLLUSION AFFIDAVIT

STATE OF _____ ss
COUNTY OF _____

The undersigned hereby certify to their best knowledge and belief that:

- 1) The bid to the City of Napoleon, Ohio, submitted with the attached specifications dated _____ has been prepared by _____ without collusion or fraud with any person, seller or supplier of product, supplies, material, machinery and/or equipment or services.

- 2) The prices, terms and/or conditions have not been communicated by the bidder, any employee or agent to any other bidder, employee or agent, and will not communicate such information to any such individual prior to the official opening of the above referred to bid.

Date: _____, 201__

Signature of person responsible for the
preparation of bid

Subscribed and sworn to before me this _____ day of _____,
201__.

(seal)

Notary Public

ARTICLE 13. BID BOND

(To be executed by bidder and surety before depositing bid, unless certified check, bank check or irrevocable letter of credit is submitted.)

Know All Men By These Presents, that we _____
_____, of _____
(hereinafter called the principal). As principal, and _____
_____ company, a corporation organized and existing under the
laws of the State of _____ and having its principal place of business in
_____ (hereinafter called the surety), as
surety, are held and firmly bound unto _____
_____ (hereinafter called the obligee) in
the penal sum of _____
_____ Dollars (\$) _____) for the
payment of which the principal and surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal has submitted or is about to submit a proposal to the obligee on a contract for:

**CHEMICALS FOR THE WATER TREATMENT PLANT
AND WASTEWATER TREATMENT PLANT FY2017**
(pursuant to the Specifications)

Now, therefore, if the said contract be awarded to the principal and the principal shall, within such time as may be specified, enter into the contract in writing and give bond, with surety acceptable to the obligee for the faithful performance of the said contract; or if the principal shall fail to do so, pay to the obligee the damages which obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise remain in full force and effect.

Signed, sealed and dated this _____ day of _____, 201____.

Principal

Principal Officer

Surety Company

(seal)

by _____

CERTIFICATION

**OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000.00)**

STATE OF OHIO,

COUNTY OF _____,ss:

The undersigned Affiant, being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of _____ (“the Contracting Party”).
2. The Contracting Party is a/an (select one):
 - Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.
 - Corporation organized and existing under the laws of the State of _____.
 - Labor organization.
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.93(J)(3) (with respect to corporations) are in full compliance with the political contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification shall be rescinded.

By: _____
Affiant

Title: _____

Sworn to before me and subscribe in my presence by _____
this ____ day of _____, 201__.

(Seal)

Notary Public