

GENERAL CONDITIONS

●●●●THESE GENERAL CONDITIONS MAY NOT BE ALTERED OR TAKEN EXCEPTION TO BY BIDDERS.●●●●

●●●●●INSTRUCTIONS TO BIDDERS. Please be certain that you have seen and understand all pages of these general conditions, as you will be responsible for doing so. To insure the acceptance of your Bid, please read and follow these directions:

1. **Special Conditions:** All of the conditions applicable to the Bid shall be read so as to give meaning to all of such provisions. However, when there is a conflict in the interpretation between a special condition in the Bid Document and a general condition, the special condition in the Bid Document shall take precedence.
2. **Applicable Laws:** The Revised Code of the State of Ohio, and the applicable resolutions of the Board of County Commissioners for Montgomery County, Ohio (the "Board") insofar as they apply to the laws of competitive bidding, contracts, and purchases are made a part hereof as if fully restated herein. All laws of the United States of America, the State of Ohio, and Montgomery County, Ohio applicable to the products or services discussed herein or to be provided hereby, are also made a part hereof.
3. **Pre-bid Conference:** There will be a mandatory pre-bid conference unless otherwise provided in the Bid Document. The pre-bid conference will be held at a time and place provided for in the Bid Document to answer any questions the prospective Bidders may have concerning this document, the bidding/selection/contracting process, and the usage of particular services/materials being procured through this specification. The Board, and any officers, employees, successors, administrators or agents of same, will not be responsible for mistakes made by Bidders due to their failure to attend the pre-bid conference. Failure to attend the pre-bid conference may be cause to reject your Bid.
Questions and inquiries concerning this Bid shall be directed to the person designated in the Bid Documents for receipt of such questions or, if no such person is designated, to Director, Montgomery County Purchasing Department, 451 West Third Street, Eleventh Floor, Dayton, Ohio 45422. Questions should be submitted in writing ten days prior to the pre-bid conference. All questions and answers covered at the pre-bid conference will be mailed to those in attendance at that conference. While every effort will be made to answer all questions at the pre-bid conference, the written response to any such questions shall be controlling in the event of a conflict with an oral response given at the pre-bid conference.
4. **Conflict of Interest:** Prospective Bidders shall not contact any public employee by any means or method, including by telephone, regarding this specification and the procurement it represents except in the manner indicated above. Failure to comply with this requirement shall result in the disqualification of the Bidder.
5. **Workers Compensation:** When required by the Bid Document, the successful Bidder agrees to take out and maintain Workers Compensation Insurance upon its employees throughout the term of the contract. The Bidder also agrees to furnish an official certification from the Industrial Commission of Ohio, showing that the successful Bidder has paid the necessary premiums for Workers Compensation insurance, whenever the Bid Document requires Workers Compensation. If such certification is required in the Bid Document, no contract between the Board and the Bidder shall be created until a fully executed copy of such certification has been served upon the Board.
6. **Infringements and Indemnifications:** To the fullest extent permitted by law, the successful Bidder shall protect, defend, indemnify and hold free and harmless the Board, and any officers, employees, successors, administrators or agents of same, from and against any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities and expenses of any kind, including but not limited to attorney fees, arising out of or resulting from any acts or omissions of the successful Bidder, its officers, employees, consultants, agents, subcontractors, sub-subcontractors, successors or administrators, negligent or otherwise, and regardless of whether such claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities or expense is caused in part by any party indemnified hereunder. The successful Bidder also agrees to be responsible for the payment of all damages, settlements, costs and expenses of any kind, including attorney fees, incurred by the Board while the Board defends or pursues any action, cause of action, or claim which arises out the aforementioned acts or omissions. Such obligations include any claims arising out of the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either the order or contract. Such obligations shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist as to a party or person described herein.
7. **Default Provisions:** In case of default by the successful Bidder, the Board may procure the articles or services provided for herein from any other source or sources and hold the successful Bidder responsible for any excess costs occasioned thereby.
8. **Termination of Contract:** The contract stemming from this Bid shall contain a provision that it may be terminated by either party upon written notice provided to the other party within such time period as the Board may determine therein.
9. **Pricing:** Prices should be stated in the units of quantity specified in the Bid Document. If the unit quantities requested are not available, include both the prices for the units that are available and a breakdown of those prices for the quantities requested. In case of a discrepancy in computing the amount of the Bid, quoted unit prices for requested quantities will govern.
10. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the Bidder, prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

11. **Makes:** References to a particular trade name, manufacturer's catalog, or model number, are made for descriptive purposes to guide the Bidder in interpreting the Bid requirements. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the successful Bidder will be required to furnish the particular item referred to in the Bid specifications unless a departure or substitution is clearly noted and described in the proposal shown to be compatible with the specifications and accepted by the Board.

12. **Samples:** Samples, when requested, must be furnished free of expense to the Board, and if not destroyed, will upon request be returned at the Bidder's expense.

13. **Cash Discounts:** Time in connection with any cash discount offered would be computed from the date of delivery and acceptance at the final destination or from the date at which a properly executed claim voucher is received if the latter date is later than the date of delivery and acceptance at the final destination.

14. **Taxes:** The Board is generally exempt from Federal Excise Tax and Ohio State Sales Tax. The County's Federal Tax Exemption Registry number is A284670. The Bidder shall be responsible for payment of any and all taxes, which might otherwise apply.

15. **Bid Informalities, Rejection and Award:** The Board reserves the right to reject any or all Bids. The Board further reserves the right to waive any irregularities or clerical error in a Bid and to accept that Bid where, in the judgment of the Board or its agents, it is in the best interest of the Board to do so. The Board also reserves the right to accept a part or parts of a Bid unless otherwise restricted in the Bid Document.

16. **Payments:** Partial payments may be made upon presentation of a properly executed claim voucher to the Montgomery County, Ohio Purchasing Department, unless otherwise stated in the Bid Document. The final payment will be made when the materials, supplies, services, or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the Board. All invoices must show the properly assigned Montgomery County, Ohio Purchase Order Number.

17. **Bidder's Signature:** Each Bid proposal form must be signed by the person or entity who is making the Bid or by the Bidder's duly authorized agent, using the full and usual signature of the person or entity wherever the Bidder's name is requested in the Bid Document. The following signature forms must be followed:

Individuals: Wherever signatures are requested, the individual bidding shall sign in his or her full legal name.

Example: John James Smith.

Sole Proprietors: Wherever signatures are requested, the sole proprietor bidding shall sign in his or her full legal name and any applicable fictitious business name (a "doing business as" name or a "dba" name) should appear after that name.

Example: John James Smith dba Goop Co.

Partnerships: Wherever signatures are requested, a partnership bidding shall include the full legal names of the partners composing the partnership, any applicable fictitious business name of the partnership (a "doing business as" name or a "dba" name), and the name of one or more of the general partners signing the Bid.

Example: John James Smith and Kevin Klondike Jones, dba Goop Co., by John James Smith, partner.

Corporations: Every corporate Bidder must be licensed to do business in the State of Ohio and must be in good standing with the Ohio Secretary of State at the time for opening Bids. Wherever signatures are requested, corporations bidding shall include the full name of the corporation as registered with the Ohio Secretary of State, any applicable fictitious business name of the corporation (a "doing business as" name or a "dba" name), and the name of the authorized corporate officer signing the Bid.

Example: Smith-Jones, Inc. dba Goop Co. by John James Smith, president.

18. **Submission and Receipt of Bids:**

- a) Bidders must use the Bid Document proposal form furnished by the Board or a copy thereof.
- b) Bidders must use the Bid Envelope furnished by the Board or other similarly identified envelope to assure proper handling. If the Bid proposal does not fit into the Bid Envelope furnished by the Board or into another similarly identified envelope, such envelope or similarly identified envelope shall be firmly and prominently attached to the Bid upon submission. All bids must be sealed in an envelope, box or other container.
- c) Separate proposals must be submitted on each reference number.
- d) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the Bidder.
- e) Fill in all spaces on the Bid Document. Leaving blank spaces may make your Bid unresponsive. If a particular space in the Bid Document is not applicable to your Bid, indicate "Not applicable," "n/a" or some other similar designation.
- f) All documents requiring signatures must have original signatures. No facsimiles will be accepted.

19. **Correction of Errors:** Corrections of errors in a Bid after the Bid opening shall not be allowed except for extension and/or addition errors which are clearly evident in the Board's sole discretion. Correction of such errors shall only be allowed if accomplished by 4:00 p.m. on the second working day after the Bid opening not counting the day of the Bid opening.

20. **Official Clock:** The official clock to determine whether Bids are submitted before the time at which all Bids are due shall be the clock located in the Purchasing Department Office where the Bids are received.

21. **Bid Evaluation:** All Bids received shall be evaluated using the following three (3) procedures:

- a) **Bid Document Evaluation** - the submitted Bid is compared to the requirements found herein and in the Bid Document for Bid form and content. Failure to meet any of the requirements specified in the Bid Document may result in disqualification of the Bid.
- b) **Bid Specification Evaluation** - the submitted Bid is compared to the specification in the Bid Document. Failure to meet any of the requirements specified in the Bid Document may result in disqualification of the Bid.
- c) **Price Evaluation** - The price proposals in a submitted Bid shall be evaluated on the basis of the lowest and best bid pursuant to Ohio Revised Code §307.86. Bids, which are not lowest and best pursuant to Ohio Revised Code §307.86 will be disqualified.

The Bid award shall be made to the Bidder(s) whose Bid(s):

- i) Has not been disqualified through the Bid Document Evaluation.
- ii) Has not been disqualified through the Bid Specification Evaluation.
- iii) Has not been disqualified through the Bid Price Evaluation.

22. **Responsible Bidders:** The Board reserves the right to consider all elements entering into the question of determining the responsibility of a Bidder.

23. **Intent:** The intent of the Bid Document and the agreement stemming there from is to include all items necessary for the proper execution and completion of the Work by the successful Bidder. The entire Bid Document and the agreement stemming there from are complementary, and what is required by one shall be as binding as if required by all. Performance by the successful Bidder shall be required only to the extent consistent with the Bid Document and the agreement stemming there from and reasonably inferable from them all as being necessary to produce the intended results.

24. **Equal Employment Opportunity:** The successful Bidder will be required to certify that they comply with the Board's anti-discrimination policy and the contract evidencing such successful Bid will contain a term requiring continued compliance with such policy.

25. **Disclosure:** In addition any requirement in the Bid Document, the contract evidencing the successful Bid will contain a covenant to be agreed to by the successful Bidder that it has complied with the Board's disclosure policy adopted pursuant to Resolution No. 83-112, dated January 18, 1983, which requires anyone contracting with the Board to disclose to the Board any business relationship or financial interest that it has with a Montgomery County, Ohio employee or employee's business, or any business relationship or financial interest that a Montgomery County, Ohio employee has with the contracting party or in the contracting party's business. That contract will also create a continuing obligation to disclose such information to the Board.

26. **Offer to Contract:** The contract document to be executed by the successful Bidder shall constitute an offer by the successful Bidder to contract with the Board to supply the Work subject to the Bid Documents. Such contract document shall be neither accepted nor binding until (1) returned to the Montgomery County, Ohio Purchasing Department within ten (10) days of receipt for signature (unless such time is otherwise extended in writing by the Board or its duly authorized agent), (2) certificated by the Auditor of Montgomery County, Ohio, (3) approved by a resolution of the Board, and (4) signed by the Board or the Montgomery County, Ohio Administrator. Such offer to contract shall not be revocable by the Bidder, except as provided by law. In the event no contract document is to be executed by the successful Bidder, the Bid proposal shall constitute an irrevocable offer to enter into a contract and the receipt of the purchase order from the Board pursuant to such contract shall signify the Board's acceptance of the Bidder's offer to contract pursuant to the terms of the Bid Document.

27. **Bid Proposal Embellishment:** Each Bidder may describe its proposed service by responding, point-by-point, to the functional requirements of the Bid Document and shall so respond to the information requirements of the Bid Document. Such responses shall be tailored to specifically answer or clarify those portions of the Bid Document necessitating an answer or clarification. Regardless of the nature of the Bid Proposal as an "Offer," the addition of or reference to "boiler-plate" language, material or conditions shall not be used in the body of such a response and will be discarded and treated as if not part of the Bid Proposal and inclusion thereof may be grounds for rejecting the Bid. Additionally, regardless of the nature of the Bid Proposal as an "Offer," any language in the Bid Proposal altering any portion of these General Conditions, particularly, but not limited to, the sections of these General Conditions titled "Infringements and Indemnifications," "Termination of Contract," "Equal Employment Opportunity," and "Disclosure," will be discarded and treated as if not part of the Bid Proposal and inclusion thereof may be grounds for rejecting the Bid.

28. **Insurance:** Unless otherwise provided in the Bid Document, the contract stemming from this Bid solicitation shall require that the successful Bidder purchase and maintain a policy of insurance to protect the successful Bidder and the Board from claims which may arise out of the contract stemming from this Bid solicitation. Unless otherwise provided in the Bid Document, such insurance policy shall be written for not less than one million dollars (\$1,000,000.00) for any person injured in any accident and with a total liability of two million dollars (\$2,000,000.00) for all persons injured in any one accident and in the amount of one million dollars (\$1,000,000.00) for each accident or occurrence as compensation for damage caused to property of others.

29. **Performance or Payment Bond:** The successful Bidder shall furnish a bond to the Board covering faithful performance of the contract arising out of that Bid and payment of obligations arising there under in an amount equal to one hundred percent (100%) of the full sum provided for under the contract and that bond shall be conditioned upon the faithful performance of that contract and shall remain in effect for the duration of the contract term. This requirement may be satisfied by the successful Bidder posting a bond, or by providing a letter of credit or a cashier's check in the amount specified. If a bond satisfies the requirement, the surety for such bond shall be a surety company authorized to do business in the State of Ohio.

30. **Liability for Bid Preparation:** The Board, and any officers, employees, successors, administrators or agents of same, assume no responsibility nor liability for costs incurred in the preparation and/or submission of any Bid.

31. **Bid Proposal Duration:** No Bid shall be withdrawn after it has been deposited with the Board. By submitting your Bid you agree to leave your Bid proposal firm for sixty (60) days after the Bid opening date unless some other duration is specified in the Bid Document.

32. **Sample Contract:** The Bid Document may contain a sample contract document. If so, such contract document is an example of the contract document that the successful Bidder will be required to sign to evidence the Agreement between that successful Bidder and the Board stemming from this Bid solicitation. Alternative contract documents submitted by the bidder will not be accepted. The Board shall fill in all blanks contained in the sample before such document is presented to the successful Bidder for signature. Additionally, only one version of any multiple version paragraphs appearing in the sample shall be in the contract document presented to the successful Bidder for signature. In the rare case of an error in the Bid Document, the actual contract document presented to the successful Bidder may differ from the sample.

--- End Instructions to Bidders ---

REQUIRED INFORMATION FOR BIDDERS

Bidders are required to enter prices in the following pricing pages and complete the attached checklist. Prices are to be FOB Delivered, all freight and delivery charges paid by the contractor. All charges are to be included in the prices entered and Montgomery County is not liable for any additional charges including sales or use taxes. Prices are firm for the contract period. No cost increases shall be accepted in the contract term. Please consider this when providing your pricing.

By signing the bid documents the bidder agrees to all the included terms and conditions unless written exceptions are taken. Any exceptions may deem your bid as unresponsive and may be disqualified unless accepted by Montgomery County.

Bidders shall complete and sign enclosed Forms #3, #4, and all other requested information. Failure to provide requested information may cause your bid to be disqualified.

Three (3) complete copies and one (1) electronic copy (USB flash drive) of the bid documents that contain information on the items that you are bidding on and all submittals, including technical, illustrative, descriptive literature and/or brochures must be supplied. One original shall be signed in BLUE ink. If the proposal and submittals are large, place the bid package in a larger envelope or box and CLEARLY Identify the OUTERMOST Package with the BID NUMBER & Information. Failure to provide the required number of copies may be cause to reject your bid.

The “Original Bid Copy” is to be the first copy in your bid envelope or package. Failure to have the Original Bid as the first copy may be cause to reject your bid.

A copy of a Supply or Service Agreement can be provided upon request. The Supply or Service Agreement will be signed and executed by the successful bidder as part of the award process.

If your company is equipped to handle documents electronically please provide an acceptable email address to receive documents electronically on the final bidding page. Email addresses will be used solely for the purposes of providing documentation related to bids, contracts or other purchasing requirements. Bids can be viewed electronically at <http://www.mcoho.org/onlinebids>.

Information to Vendor

Montgomery County, on behalf of SWOP4G members, is requesting competitive bids for Water Treatment Chemicals as listed and described in the following pages.

TERM: This request is for a one (1) year price agreement.

AWARD: Multiple suppliers will be awarded based on lowest and best per entity. No mass contract will be awarded. **Each entity is responsible for contacting the vendor with whom they wish to do business and enter into a contract.**

VALUE: While SWOP4G CANNOT commit to any specific spend amount or quantity purchase the estimated numbers, both total and per entity, are provided in the pricing page. The County/SWOP4G reserves the right to add or delete entities and products.

Required specifications

Contact Person for **bid requirements**: Barbara Asberry, Senior Buyer (937) 225-6391
asberryb@mcoho.org

The following specifications shall be met in order to enter into a price agreement:

1. Prices - must be firm for the term, beginning from the date of the contract award.
 - a. Purchases by Montgomery County are Tax Exempt.
 - b. Purchases made by SWOP4G members will indicate if they are tax exempt.
2. Product Quality must meet required standards of purity as established by industry specifications, regulations, laws and recommendations.
 - a. All chemicals listed in this bid shall meet AWWA and U.S. FDA specifications and be approved by the Ohio Environmental Protection Agency (OEPA), and the National Sanitation Foundation (NSF).
 - b. All liquid chemicals shall be clean and free of visible suspended matter and turbidity.
 - c. All solid chemicals shall be free of dirt and debris.
 - d. In compliance with Rule 3745-83-01 of the Ohio Administrative Code, consideration will be given only to those bidders whose chemical, substances, and materials are listed on the current approval schedule of the OEPA; or can otherwise present proof of approval.
 - i. Some products may be randomly tested to ensure their quality. All costs associated with this process will be the responsibility of the vendor.
 - e. Vendors shall provide Safety Data Sheets (SDSs) and complete chemical analysis information for each chemical bid. Failure to provide this information may result in the disqualification of the bid.

3. Insurance – The successful vendor may be required to show proof of adequate liability insurance in the event of a personal injury or property damage caused by their product or personnel.
 - a. Each entity may have their own required insurance and details will need to be obtained upon the entities outreach for use of product.
 - b. Montgomery County’s insurance requirements are provided as **Attachment B**.

4. Chemical Spills - The vendor shall be responsible for any chemical spills that occur during the unloading of the chemical.
 - a. The vendor shall immediately, while remaining on the delivery site, notify plant personnel of any and all spills.
 - b. Any chemical spill **MUST** be cleaned up and properly disposed of by the supplier in an appropriate manner, acceptable to the entity, prior to leaving the entity’s facility.
 - c. Vendor shall provide a toll free, twenty-four hour phone number for the chemical emergency response.
 - i. If an emergency response situation arises from an uncontrolled discharge of chemical, vendor shall provide an emergency response crew with all necessary spill containment and remediation materials to properly respond to the emergency within two (2) hours of notification.
 - ii. Bidder shall provide emergency response crew(s) at no cost to the entity.

5. Safety Requirements and Training
 - a. Vendor shall employ handling procedures which conform fully to the most current safety guidelines as promulgated by Occupational Safety and Health Administration (OSHA).
 - b. Vendor shall conform fully to each entity’s site safety requirements.
 - c. All containers will be carefully examined upon receipt. Any containers which exhibit evidence of leakage, structural damage, corrosion, metal fatigue, improper handling or filling, excessive layers of loose and peeling paint, or insufficient maintenance shall be rejected and ordered removed from the site. Cylinders shall be shipped with valve protection hoods in place. All cylinders must be equipped with standard container valves and fusible metal plugs.
 - d. All containers supplied under this contract shall be maintained in such a manner as not to subject those persons working near them to an undue hazard.
 - e. All valves shall be clean, free of dirt, and able to be operated by the use of conventional tools designed for that purpose. Any containers having valves which may not be operated by the use of conventional tools will be set aside and the supplier ordered to remove them from the site within twenty-four (24) hours.
 - f. All regulations governing the transport and handling of chemicals shall be followed where required.
 - g. Vendor shall provide a safety training seminar for each entity’s staff handling chemicals, if so requested by the participating entity. Training shall be provided by qualified personnel. All training shall be scheduled at the convenience of the participating entities. The training shall include review of all information contained in the SDS, safety procedures, and all other relevant safety information including,

but not limited to: cylinder handling, demonstrations of proper use of emergency repair kit and appropriate PPE.

6. Delivery - Product MUST BE delivered to any / all designated municipalities as listed in Attachment A.
 - a. Delivery shall be made during normal business hours of operation, which vary per entity and location. Contact each entity to confirm acceptable delivery days and hours.
 - b. Most entities require chemical delivery on a flatbed truck (for totes, drums and cylinders) or bulk liquid tanker truck. Contact each entity to confirm acceptable delivery method.
 - c. Bidder shall submit all pricing F.O.B. delivered to the designated municipal facility of each participating entity.
 - i. Bidder shall pay all freight charges.
 - d. Delivery driver MUST wear the required personal protective equipment and make all the connection and disconnections from the truck to the line leading to the storage tanks.
 - e. Driver shall NOT off load chemical until directed by plant personnel.
 - f. Tanks for transporting liquid chemicals shall comply with all conditions as required under the Transport Act 1992 and shall not contain any substances that might affect the quality of the chemical in treating water supplies.
 - g. Delivery shall be by a DOT approved delivery truck for the specified material. Any other mode for delivery is unacceptable.
 - i. It is the Contractor's responsibility to unload product into the tank(s) provided.
 - ii. Contractor is responsible for providing all fittings, hoses and any other equipment to accomplish the unloading of the product.
 - h. Vendor tanker trucks must be of a suitable condition for the hauling of this material and shall not contain any substances that might impair the usefulness of the material in treating water or have a harmful impact on human consumption.
 - i. Delivery includes vendor offloading of any cylinders or drums to each entity's specified chemical storage location.
 - j. Prices shall not be listed or assumed to be delivered in BULK, unless otherwise requested. Not all entities are capable of receiving bulk orders. Please price according to the given measurement in the Price Table contained in this Invitation for Bid.
 - k. Do not assume that if a particular entity has two or more locations that each location will require chemicals at the same delivery frequency.
 - l. Subcontracted delivery shall be held to the same standards and expectations as the primary contractor. All primes will be directly responsible, fiscally and ethically, for any subcontractor used, including trucking contractors.
 - i. The contracted entity reserves the right to collect any damages caused by a subcontractor directly through the awarded vendor.
 - ii. It shall be the awarded vendor that will have to recoup any losses directly through their subcontracted party.

7. Volume and Weight – Vendor shall provide documentation with each delivery as to the exact volume of chemical delivered.
 - a. For individual containers, the net weight and tare weight of each container shall be affixed to each container in a secure manner.
 - b. For bulk deliveries, the vendor shall follow each entity’s requirements for weighing in and out.
 - c. Payment will be based on the difference of the amount of product on the truck gauge before unloading the product and the amount on the truck gauge after unloading the product into the entity’s bulk tank.
 - d. Each location reserves the right to order one partial delivery during the bid term at no additional cost or surcharges from the vendor.

8. Award & Billing – Montgomery County will **require** the awarded vendor to establish a SEPARATE account for EACH of the participating municipalities.
 - a. Each participating entity will issue its own purchase order, or letter of intent, committing their estimated portion of this bid.
 - i. Successful vendor is required to submit a point of contact name, e-mail address and a direct toll-free phone number for ordering chemicals.
 - b. All invoices shall be sent directly to each participating entity.
 - c. ALL INVOICES for Montgomery County will be “BILLED/SENT TO”:
Montgomery County
451 W. Third Street,
Dayton, OH 45422
ATTN: Accounts Payable

9. Cooperative Purchasing Agreement - The awarded vendor agrees to offer the prices, terms and conditions offered in this price agreement to other governmental agencies that are members of the Southwest Ohio Purchasing for Government (SWOP4G) and Central Ohio Organization for Public Purchasing (CO-OPP), who wish to participate in a cooperative purchasing program with Montgomery County.
 - a. These agencies will be responsible for entering into separate agreements with the vendor and all the receiving, inspections, payments and other contract administration duties thereunder. **If indicated as an agreement** all information concerning this bid, including price sheets and award information, will be mailed to all interested members of the SWOP4G and CO-OPP. The list of SWOP4G members can be found at www.swop4g.org. The list of CO-OPP members can be found at www.coopp.org.

 - b. **Quantities shown in documentation and on spreadsheet do not include the quantities for any of the CO-OPP members.**

10. Miscellaneous Charges – ALL CHARGES for delivery, fuel, HAZMAT or other charges shall be CLEARLY STATED on the pricing schedule. These may be shown on an additional sheet attached to the pricing schedule on the company’s letterhead.

- a. Cylinder Deposits – SWOP4G and member entities shall not be charged a cylinder deposit on any size gas cylinders.
 - b. Drum Deposits – SWOP4G and member entities shall not be charged a drum deposit on any size drum.
 - c. Tote Deposits – SWOP4G and member entities shall not be charged any tote deposit on any size tote.
11. Addenda - Any addenda will be listed on the Montgomery County, Ohio bid website.
- a. A copy of all signed addenda must be submitted with the bid. Failure to submit this information may result in disqualification of the bid.
12. Questions-
- a. All questions shall be directed to **Barbara Asberry**, in writing, at asberryb@mcoho.org. Questions received after November 10, 2020 will not be answered.
13. Equivalent Disclaimer- References to a particular trade name, manufacturer’s catalog or model number in the specifications are made for descriptive purposes to guide the vendor in interpreting the requirements of the County and SWOP4G. They should not be construed as excluding bids on other types of materials, equipment, and supplies. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for all items. However, the vendor, if successful, will be required to furnish the particular item described herein unless a departure or substitution is clearly noted and described in the bid. Sufficient detailed information must be submitted with the bid to allow a determination to be made that the products proposed are equivalent to those named.
14. Additional Charges – No additional charges will be accepted outside those listed in this bid document. Charges that are incurred by the vendor as a result of Federal or State “regulation changes” may be passed on with written supporting documentation. This documentation must be provided 90 days prior to any price increase. Montgomery County reserves the right to cancel and re-bid any agreement or contract due to additional charges incurred as a result of unforeseen circumstances.
15. Force Majeure Disclaimer- The customer is dependent on the supply from the selected vendors and those vendors are required to continue the supply without interruption and without any increase to the price without agreement by the customer. Should the customer not accept any increase in price, the vendor has 14 days to remedy the supply (find alternative) or is deemed to be in violation of the contract.
- a. If the County or Contractor is unable to performance any part if its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that is 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; lightening; earthquakes; fires; storms; hurricanes; tornadoes; floods; washout; droughts; and

other severe weather; explosions; restraints of government and people; war; strikes; and other like events; or any cause that would not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

- b. Force Majeure cannot be claimed in the following circumstances unless the supply is interrupted by a natural, uncontrollable event; any and all vendor supply interruptions, including but not limited to, the chemical production facility is offline for maintenance, or lack of available delivery drivers, or due to functionality issues by a supplier for a vendor shall not qualify as a force majeure occurrence.

16. Product Quality – Each bid shall be accompanied by an affidavit stating the purity of the product to be provided and its suitability for the intended use of water treatment.

- a. The participating public entities may require that a sample of the chemical be tested to determine the accuracy of the bidders stated purity.
- b. Analysis of the sample shall be performed at the entity's in-house laboratory prior to the vendor unloading the chemical or may be sent out to a laboratory of the entity's choice.
- c. If the sample of the chemical indicates it is less than the bid specified purity requirement, the entity may reject the delivery at the vendor's expense. Vendor shall be required to provide a chemical delivery within 24 hours that meets acceptance criteria.
- d. If the sample purity is less than the required purity the cost of the analysis shall be paid by the vendor.

CHEMICAL SPECIFICATIONS

LIQUID CHLORINE

All liquid chlorine and containers supplied by this bid shall conform fully to the most recent edition of AWWA B301 Standard for liquid chlorine.

The liquid chlorine supplied shall be standard liquid chlorine for use as a disinfectant for water and wastewater treatment. The chlorine shall be 99.5% pure by volume as obtained from vaporized liquid chlorine. The average concentration by weight should be noted in the bid.

Any containers arriving with a pressure exceeding the vapor pressure of the liquid chlorine shall be rejected.

SODIUM HYPOCHLORITE (NaOCL)

All liquid sodium hypochlorite (NaOCL) shall conform fully with the most recent edition of the AWWA Standard B-301 and shall be delivered FOB destination.

Liquid sodium hypochlorite delivered under this Specification shall have a minimum percent available chlorine (minimum 12.5% for Montgomery County) as specified by each municipality and shall be consistent as determined by chemical analysis.

Appearance: Sodium hypochlorite is an aqueous solution that is clear, greenish-yellow in color with a chlorine odor.

NaOCl, % wt: 12.5-14.5
Available Cl₂, % wt: 11.9-13.81
NaOH, % wt: 0.15-1.40
Specific Gravity, 60F 1.218 typical

SODIUM HYPOCHLORITE DELIVERY SPECIFICS FOR MONTGOMERY COUNTY:

Montgomery County: EASTERN Minimum Order – 500 Gallons **TANKER DELIVERY**
WESTERN Minimum Order – 1000 Gallons **TANKER DELIVERY**

HYDROFLUOSILICIC ACID (HFS)

All hydrofluosilicic acid shall conform fully with the most recent edition of AWWA Standard B703. Product shall be a liquid containing a minimum of twenty-five percent (25%) HSF.

PACKAGING/LABELING SPECIFICS FOR HYDROFLUOSILICIC ACID

Hydrofluosilicic acid (HFS) shall be delivered in returnable, acid-resistant plastic drums. Each drum shall be legibly marked with the name of the acid, net weight of the contents, percent strength of the acid, lot number, manufacturer's name and address, and shall bear such other markings as are required by applicable law.

SULFUR DIOXIDE

All sulfur dioxide shall conform to the most recent edition of AWWA Standard B512. Product shall be free of moisture, contaminants, or any other deleterious materials that could clog valves, rotameters, or other feed equipment.

Special Conditions: Piqua WWTP – Not to be minimum of 8 – Has/Must be 6 or less, which JCI accommodated in 2017.

LIQUID CARBON DIOXIDE

The liquid carbon dioxide shall conform fully to the most recent edition of AWWA Standard B510.

AQUEOUS SODIUM BISULFITE (REDUCITE)

Aqueous Sodium Bisulfite is a mild acidulating and reducing agent which is used to neutralize total residual chlorine in the effluent at the Wastewater Treatment Plants (38% minimum concentration for Montgomery County).

Physical Properties:

Stability: Stable at ordinary temperatures; will not polymerize.
Color: Water white to pale yellow.
Assay (wt % NaHSO₃): 38.7

PH @ 25 Degrees C: 3.75
Freezing Point (F): 10 Degrees (approx.)
Density (lbs/gal): 11.3

AQUEOUS SODIUM BISULFITE DELIVERY SPECIFICS FOR MONTGOMERY COUNTY

Montgomery County: EASTERN Minimum Order - 1000 Gallons, **TANKER DELIVERY**
WESTERN Minimum Order - 600 Gallons, **TOTES ACCEPTABLE**

Southwest Ohio Purchaser's For Government will discern on a per entity basis their requirements.

TOTES DEPOSIT

The Southwest Ohio Purchasers for Government (SWOP4G) shall not be charged a tote deposit.

POTASSIUM PERMANGANATE (KMnO4)

All potassium permanganate shall conform fully to the most recent edition of AWWA B603. Potassium Permanganate is odorless and has a sweet astringent taste. The "free flowing" type has a gray color and is used in wastewater treatment to oxidize organic and inorganic contaminants, to deodorize wastewater streams and dewater sludge.

Physical Properties:

Assay % of K₂MnO₄: 95%
Particle Size: Free Flowing
Formula Weight: 158.03
Bulk Density: 100 lb/cf
Melting Point: decomposes @ 240 degrees C
Heat of Solution: 12.2 kilocalories
Specific gravity 6% soluble by weight 15 degrees F: = 1.0414
Mole required @ 16 degrees C in 700 moles of water.

FERRIC CHLORIDE

All ferric chloride shall conform fully to the most current version of the American Water Works Association (AWWA) Standard B407. Ferric Chloride (FeCl₃) is an acidulating iron salt used to react with free Phosphorus (40% minimum concentration for Montgomery County).

Physical Properties:

Stability: Stable and hazardous polymerization will not occur.
Color: Reddish Brown
Assay: (wt. % FeCl₃) 40%
PH: <2.0
Freezing Point: -58 Deg. F
Density: 11.92 lbs/gal

The liquid ferric chloride supplied shall be tested and certified as meeting the specifications of the American National Standards Institute/National Sanitation foundation Standard 60 ANSI/NSF Standard 60 Drinking Water Treatment Chemicals.

FERRIC CHLORIDE DELIVERY SPECIFICS FOR MONTGOMERY COUNTY:

Vendor **MUST** indicate bulk delivery amount.

Montgomery County Eastern Regional WRF has three (3) 1500 gallon tanks; 3800 (three thousand eight hundred) gallon shipments are standard delivery quantities.

Montgomery County Western Regional WRF will require from June 1 to October 31 between 2 to 10 (300 gallon) totes delivered weekly, or 4 to 20 (300 gallon) totes delivered every other week. Projected need is 5 per week but can vary from week to week. Montgomery County staff will off load totes from trucks. Empty totes should return at a needed interval with delivery truck. Montgomery County will not accept a tote deposit fee and no tote fees or credits should be seen on invoices. If a tote is damaged or becomes lost because of Montgomery County negligence, a tote deposit fee can be assessed. It is estimated that 50 to 90 totes will be needed over this entire period.

***** *Montgomery County Water Services reserves the right to order one (1) partial delivery during OCTOBER each year at no added cost or surcharges.***

ALUMINUM SULFATE (Al₂(SO₄)₃)- Liquid

Al₂(SO₄)₃ shall conform fully to the most current version of the American Water Works Association (AWWA) Standard AWWA B403. Anhydrous aluminum sulfate is a white crystalline solid. Aluminum sulfate is also obtained as an 18-hydrate Al₂(SO₄)₃.18H₂O. Aluminum sulfate solution is a clear, colorless, odorless aqueous solution.

Physical Properties:

Assay %:	Not less than 99.5% on the ignited basis.
Formula Weight:	342.108577g/mol
Bulk Density:	10.9 lb/g
Melting Point:	Decomposes @ 770 degrees C
Boiling Point:	214 degrees @ 760.0 mm Hg
Acidity (Pk):	3.3-3.6

Liquid Aluminum Sulfate shall not be less than 8.3% AL₂O₃ liquid. The pH of a 1% solution shall be approximately 3.5 s.u.

Montgomery County Western Regional WRF will require from June 1 to October 31 between 2 to 10 (300 gallon) totes delivered weekly, or 4 to 20 (300 gallon) totes delivered every other week. Projected need is 5 per week but can vary from week to week. Montgomery County staff will off load totes from trucks. Empty totes should return at a needed interval with delivery truck. Montgomery County will not accept a tote

deposit fee and no tote fees or credits should be seen on invoices. If a tote is damaged or becomes lost because of Montgomery County negligence, a tote deposit fee can be assessed. It is estimated that 50 to 90 totes will be needed over this entire period.

PRICE SCHEDULE

Chemical		Unit Measure	Estimated Total Quantity per Entity	Total Est Qty	Price Per Unit
1	Liquid Chlorine (Bleach)	One Ton Cylinders	2- Miamisburg WRF 12- Piqua WWTP 2- New Carlisle 20 – City of Sydney WTP	36 Cylinders (1 ton)	\$ _____
2	Liquid Chlorine	150 Lb Cylinders	130-Fairborn 17- Farmersville 73- Miamisburg WTF 30- West Carrollton 34 – Milford 26-Village of West Jefferson 20 – City of Sydney WWTP	330 Cylinders (150lb)	\$ _____
3	Liquid Chlorine	Bulk Delivery	3,300 (275 gal / del)- Enon 1,600 gal- Germantown 80,000 gal- Greene County (NWRWTP) 2,500 gal – Greene County (NWRWTP-South) 7,500 gal (1500gal/del)- Indian Hill 38,000 gal- Middletown WWTP (12-13% conc.) 46,000 gal- Middletown WTP (15-18% conc.) 6,000 gal (2-3 shipments)- Trenton 7,500 gal (1000 gal / del)- Urbana 3,000 gal (300 gal / del) pumped- Urbana 4,500 gal- New Carlisle (250gal/del) 1,020 gal-Five Rivers Metro Parks (90/65G SPLIT for 2 listed locations)	200,920 Gallons	\$ _____
4	Hydrofluosilicic Acid	550 lb Drums	20- Bellbrook 60- Fairborn 20- Greene County (NWRWTP) 43- Miamisburg WTP 75- Sidney WTP 20- West Milton	238 Drums (550 lb)	\$ _____

	Chemical	Value	Estimated Qty	Total Est Qty	Price
5	Liquid Sodium Hypochlorite	Bulk Delivery	75,000 gal- Montgomery County (1500 gal/del) Eastern Regional WRF & Western Regional WRF 14,000 gal - WPAFB (300-500 gal/del every 2-3 weeks) 6,000 gal-Trenton (2000 gal/del)	95,000 gal	\$ _____
6	Hydrofluosilicic Acid	150 lb Drums 250 G Totes	75 (6 drum del)- Enon 60 – Germantown 50 – Greene (NWRWTP) 80- West Carrollton 15 Totes (3750G gal) - WPAFB	265 Drums (150 lb) 15 Totes	\$ _____ \$ _____
7	Hydrofluosilicic Acid	Bulk Delivery	7,000 gal- Greene County (NWRWTP) 2,500 gal (1000 gal / del)- Indian Hill 12,412 gal- Middletown WTP	21,912 Gallons	\$ _____
8	Sulfur Dioxide	150 lb Cylinders	26- Farmersville 40- Miamisburg WRF 90- Piqua WWTP 10- New Carlisle 34 – Milford 8-Village of West Jefferson	208 Cylinders (150 lb)	\$ _____
9	Aluminum Sulfate	300g Tote	50-90- Montgomery County Western Regional WRF		\$ _____
10	Aluminum Sulfate	Bulk Delivery- Gallons	TBD- Montgomery County Western Regional WRF (5000G Tanker del) 25,000 – Greene County (Beavercreek WRRF) 20,000 – Greene County (Sugarcreek WRRF) 5,000 – Greene County (Cedarville WRRF)	50,000 Gallons	\$ _____

11	Liquid Carbon Dioxide	Tons	190- Sidney WTP 155- WPAFB	345 Tons	\$ _____
12	Potassium Permanganate	55 lb Drums	15- Fairborn	15 Drums (55 lb)	\$ _____
13	Aqueous Sodium Bisulfite Solution	Bulk Delivery- gallons	13,000 gal -Middletown WWTP 31,000 gal- Montgomery County Eastern Regional WRF & Western Regional WRF	44,000 Gallons	\$ _____
14	Ferric Chloride	Bulk Delivery- Gallons	35,000- Montgomery County Eastern Regional WRF 8,500-Village of West Jefferson	43,500 Gallons	\$ _____
15	Ferric Chloride	300 gal Tote	50-90 – Montgomery County Western Regional WRF	50-90 Totes (300 gal)	\$ _____

The price column above should be listed at **price per unit of measure indicated** in the third column of the table. You **MUST** use provided price sheet. If not filled in, bid may be considered nonresponsive.

**If vendor would like an excel version of the pricing sheets please email asberryb@mchio.org.*

Complete the following questions and check off (☑) the appropriate response. Failure to answer all questions on the following page(s) may be cause to reject your bid as non-responsive. It is the responsibility of the bidder to identify and explain all exceptions to these specifications. Montgomery County will not accept any deviation from the specifications, which is not identified and explained in the bidder's proposal.

1. Exceptions to specifications?

Yes No (If yes, a complete list of any and all exceptions **MUST** be attached to your bid to receive consideration)

2. Warranty Information Enclosed? (if applicable)

Yes No

3. The ORIGINAL BID COPY is the first or top copy in your bid envelope or package?

Yes No

4. Vendor has completed and is submitting forms #3 and #4?

Yes No

5. Vendor has read, understands and accepts the attached GENERAL CONDITIONS (pages 2 thru 5)?

Yes No

6. Vendor has read and understands the attached Supply/Service Agreement for Montgomery County only? (if requested)

Yes No

7. Vendor has read and understands Section 15 – Force Majeure Disclaimer?

Yes No

8. Prices include any and all delivery charges?

Yes No

9. All items bid?

Yes No

10. Bid Proposal will remain firm for acceptance for 90 days after bid opening unless otherwise stated.

Yes No

Bidding Company _____
This page MUST BE Returned as part of Bid Packet

QUESTIONS CONTINUED:

11. Delivery will be made within _____ working days.
 Yes No
12. Are prices firm for the One (1)—Year Term?
 Yes No
13. Vendor is able to provide all required insurance to all requesting entities?
 Yes No
14. Vendor agrees to contract with participating member of both SWOP4G and COOPP?
 Yes No

SIGNATURE SECTION:

The undersigned hereby certifies that any services, materials and/or equipment furnished as a result of this bit will be in full accordance with Montgomery County Specifications applying thereto, unless exceptions are stated above.

Bidding Company _____

Address _____

City _____ State _____ Zip Code _____

Phone _____

Email _____

Print or Type Name _____

Title _____

Signature _____ (Blue Ink)

With this signature I hereby certify that I am authorized as an agent for the above named company and offer this Bid with intention to enter into a contract with Montgomery County if awarded.

Bidding Company _____
This page MUST BE Returned as part of Bid Packet

ATTACHMENT A

Water Treatment Chemical Location Delivery List								
City	Division	Deliver Location Address	Billing Address	City	Zip	Contact Person	Number	
City of Bellbrook	WW	105 W. South Street	PO Box 285	Bellbrook	45305	Dale Wilson, Service Superintendent	937-848-8415	
Village of Enon	WTP	2825 Enon Road	PO Box 232	Enon	45323	Steve Durall, Water Plant Operator	937-864-7870	
City of Fairborn	WTP	310 Sandhill Road	Accounts Payable 44 W Hebble Ave	Fairborn	45324	Danielle Naples, Account Clerk II	937-754-3005	
Village of Farmersville	WTP	4850 Farmersville Road	117 E. Walnut Street	Farmersville	45325	Melodie Dill, Administrative Assistant	937-696-2020	
		4866 Farmersville-Germantown Road						
City of Germantown	WTP	Astoria Road	1 N. Plum Street	Germantown	45327	Tiffani Tobias, Administrative Assistant	937-855-7255	
Greene County	NWRWTP	1122 Beaver Valley Road	667 Dayton-Xenia Road Xenia, OH 45385	Beavercreek	45324	Mark Chandler, Deputy Director O&M	937-562-7169	
	NWRWTP-South	2772 Shakertown Road		Beavercreek				
	Beavercreek WRRF	420 Factory Road		Beavercreek				
	Sugarcreek WRRF	2365 State Route 725		Spring Valley				45370
	Cedarville WRRF	152 W. Cedar Street		Cedarville				45314
Village of Indian Hill	WW	7100 St. Rt. 126 Camp Dennison, OH	Village of Indian Hill 6525 Drake Road	Cincinnati	45243	Ron Freson, Chief Plant Operator	513-831-3885	

<u>City</u>	<u>Division</u>	<u>Deliver Location Address</u>	<u>Billing Address</u>	<u>City</u>	<u>Zip</u>	<u>Contact Person</u>	<u>Number</u>
City of Middletown	WWTP	300 Oxford State Road Middletown, OH 45044	Same	Middletown		Gerry Burris, WWTP Manager	513-425-7919
	WTP	805 Columbia Ave Middletown, OH 45042	Same			Scott Belcher, WTP Manager	513-425-7781
City of Miamisburg	WTP	302 S. Riverview	302 S. Riverview Ave	Miamisburg	45342	Bart Wagner, WTF Supervisor	937-847-6649
	WTP	931 N. Heinke Road					
	WRF	9139 Dayton Cincinnati Pike	9139 Dayton Cincinnati Pike			Dave Reinker, WRF Supervisor	937-847-6651
City of Milford	WW/WTP	100 Bay Road	745 Center Street, Suite 200	Milford	45150	Dave Walker, Plant Supervisor	513-831-6982
Montgomery County	WW/WTP	Eastern Regional 1802 Spaulding Road Kettering, OH 45432	Financial Services 451 W. Third St., 7th Floor Dayton, OH 45422			Marill Clay, Plant Manager	937-781-3034
**Delivery quantities will be per plant not total entity.	WWTP	Western Regional 4111 Hydraulic Road West Carrollton, OH 45445				Kevin Krejny, Plant Manager	937-781-3029
City of Piqua	WWTP	121 Bridge Street	Finance Dept 201 W. Water Street	Piqua	45356	Dave Davis, Wastewater Superintendent	937-778-2088
	WTP	9300 N. St. Rt. 66				Don Freisthler, Water Superintendent	937-778-2090
City of Sidney	WWTP	1091 Childrens Home Road	201 W. Poplar St.	Sidney	45365	Barry Zerkle, Superintendent	937-498-8721
	WTP	880 E Court Street				Seth Epley, Asst. Superintendent	937-498-8106
City of Trenton	WTP	202 Cypress Ave	11 E. State Street	Trenton	45067	David Combs, Operator in Charge	513-464-1335.
City of Urbana	WTP	Various	205 S. Main Street	Urbana	43078	Robert Munch , Water Superintendent	937-652-4335

City of West Carrollton	WTP	101 Pierce Ave	300 E. Central Avenue	West Carrollton	45445	Tom Scherack, Utility Superintendent	937-847-6070
West Milton	WTP	4300 s. St. Rt. 48	701 S. Miami St.	West Milton	45383	Tim Swartz, Operator	937-698-4884
Village of West Jefferson	WTP	199 Taylor Blair Road	28 E. Main Street	West Jefferson	43162	Nathan Kinzy, Public Service W/WW Superintendent	614-879-8655
	WWTP	450 Cemetery Road					
Five Rivers Metro Parks	Fountains	Island Park- 101 Helena St, Dayton, OH 45404	409 E. Monument, 3 rd Floor	Dayton	45402	Sheila Edwards	937-275-7275
		RiverScape- 137 E. Monument & Patterson & 2 nd Street				accountspayable@metroparks.org	
Wright Patterson AFB	AFB		88 CES/CEO188 CES/CEO1450 Littrell Road	WPAFB	45433	Forrest Dent	937-904-1907 Forrest.Dent@us.af.mil

ATTACHMENT B
Montgomery County Insurance Requirements

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors and Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, and contractual liability as defined in the insured contract section of the policy.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: The Board of Montgomery County Commissioners and **Montgomery County Environmental Services** shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

b. The policy shall include coverage for pollution arising from products liability for environmental control equipment, manufacturers and distributors. No partial or total pollution exclusion wording.

c. Additional insured forms should be CG 20 10 11 85 or CG 20 10 10 01 or 04 13 and CG 20 37 07 04 or an equivalent.

d. Coverage shall be primary and non-contributory.

- e. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- f. The policy should contain an unintentional failure to disclose endorsement.
- g. The policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.
- h. General liability should have aggregate per location.
- i. Associated bid number, job number, or project number should be referenced on the certificate.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The Board of Montgomery County Commissioners and **Montgomery County Environmental Services** shall be named as an additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, including automobiles owned, leased, hired, or borrowed by the Contractor".
- b. Coverage shall be primary and non-contributory.
- c. Contractor's subcontractors shall be subject to the same minimum requirements identified in this section.
- d. Associated bid number, job number, or project number should be referenced on the certificate.
- e. The policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.

3. **Workers' Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation in favor of The Board of Montgomery County Commissioners and **Montgomery County Environmental Services**.

- b. Contractor's subcontractors shall be subject to the same minimum requirements identified in this section.

4. **Pollution Legal Liability for Disposal Site operator**

For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract.

Estimated Projects under \$5,000, 0000

Per claim	\$1,000,000
Aggregate	\$2,000,000

- a. The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from activities for which the Contractor is legally liable.
- b. The policy shall provide for on-site, off-site, bodily injury and property damage, cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims. Transportation coverage and non-owned disposal site coverage.
- c. The policy shall be endorsed to include the following additional insured language: "of The Board of Montgomery County Commissioners and **Montgomery County Environmental Services** shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- d. The policy should endorse miss-delivery of liquid products.
- e. Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- f. The policy should endorse defense outside the limits.
- g. The policy should contain no mold, asbestos or lead exclusion.
- h. The policy should endorse Natural Resource Damage Coverage.
- i. Contractor's subcontractors shall be subject to the same minimum requirements identified in this section.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

- 1. On insurance policies where the Board of Montgomery County Commissioners and **Montgomery County Environmental Services** are named as an additional insured, the Board

of Montgomery County Commissioners and **Montgomery County Environmental Services** shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after sixty (60) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Montgomery County Purchasing Department, Attn: Barbara Asberry, Senior Buyer, 451 W. Third Street, 9th Floor, Dayton, OH 45422-1326.**

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business with the Board of Montgomery County Commissioners and **Montgomery County Environmental Services** with an "A.M. Best" rating of not less than A IX. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Montgomery County Purchasing Department, Attn: Barbara Asberry, Senior Buyer, 451 W. Third Street, 9th Floor, Dayton OH 45422-1326.** The County project/contract number and project description are to be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE COUNTY'S RISK MANAGEMENT DEPARTMENT.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must have prior approval from the Prosecutor's Office or Risk Management Department, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the County's right to participate, defend the County and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all liabilities, claims, actions, damages, losses, or expenses including without limitation reasonable attorneys' fees and costs (hereinafter collectively referred to as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the County.

Contractor (as "Indemnitor") shall indemnify, hold harmless and, not excluding the County's right to participate, defend, the County and its officers, officials, agents, and employees (as "Indemnatee") from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney's fees and reasonable expenses of investigation and remedial work (including investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnatee arising in connection with, or resulting from, any Environmental Law, including but not limited to, any use, generation, storage, spill, release, discharge or disposal of any hazardous substance that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as "claims") to the extent that such claims are caused by the fault of the Indemnitor, its officers, officials, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees. As used in this section: (a) "hazardous substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal, state, or local laws and regulations, including common law, that relate to health, safety or environmental protection; and (c) "fault" means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to hazardous substances, as well as culpable conduct (negligence or willful misconduct). In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the County.

DISCLOSURE POLICY

The Board of County Commissioners of Montgomery County, Ohio, has adopted a disclosure policy which requires persons or business contracting with the Board of County Commissioners of Montgomery County, Ohio, to disclose to the Board any business and/or family relationship which the contracting party has with any public official, or person employed by any public official in Montgomery County, Ohio. Immediate family relationships, for disclosure purposes, are defined as spouse; children; parents (natural and by-law); and siblings (natural and by-law). Disclosure of this information will not necessarily preclude the award of a contract to the undersigned. The undersigned party, in accordance with intent of resolution No. 88-1276 agrees to disclose, to the best of its knowledge and ability, the following information.

CORPORATION

The identity of any county Official, County employee, or member of a county official or county employee's immediate family, who hold(s) a position of responsibility being defined as a position having decision making capacities including but not limited to a member of the board of directors, officer of the corporation, or trustee;

PARTNERSHIP

The identification of person(s) employed by the partnership and or the name(s) of any of the immediate family who is, or who are, also simultaneously employed by any public official of Montgomery County, Ohio, or public office or agency of Montgomery County, Ohio;

CONSULTANT

The identification of person(s) employed by the consultant and or the name(s) of the consultant's immediate family who is, or who are, also simultaneously employed by any official of Montgomery County, Ohio, or public office or agency of Montgomery County, Ohio;

Should the undersigned party have knowledge or information concerning the above categories, the undersigned party is to submit this acknowledgement form with a detailed explanation of the names of the parties involved and the particular relationship. Please check the appropriate box.

DOES NOT APPLY

DOES APPLY WITH EXPLANATION
ATTACHED

SIGNATURE _____

TITLE _____

NOTE: This form only pertains to companies or businesses having property within Montgomery County, and possible delinquent personal property taxes owed by them to Montgomery County. Bidders who do not have property within Montgomery County are to mark this form as **N/A (Not Applicable)**, **sign it, have it notarized**, and return it with the bid documents. **This form must be completed and returned.**

STATE OF OHIO:
COUNTY OF _____:

FORM NO. 4

To the Auditor of Montgomery County:

The affiant, _____
(name of person, organization, or company)

located at _____
(address)

After being duly sworn, states the following: The affiant, at the time the bid for

_____ was submitted (check one):

Was not charged with any delinquent personal property taxes on the general tax list of Montgomery County, Ohio

Was charged with delinquent personal property taxes on the general tax list of Montgomery County, Ohio in the principal amount of \$ _____ with the sum of \$ _____ added for due and unpaid penalties and interest.

Further the affiant sayeth naught,
Sworn to and subscribed by _____
(name of person, organization, or company)

on this _____ day of _____ 20_____.

Signature of person or authorized representative of affiant

STATE OF OHIO:
COUNTY OF _____:

Before me, a notary public, on this _____ day of _____ 20_____.

Personally appeared _____

the affiant in the foregoing affidavit, who acknowledged the signing thereof to be _____ voluntary act and deed.

In testimony whereof, I have hereto subscribed by name and affixed my seal on this day and year aforesaid.

Notary Public