

Contract No. _____

City of Cuyahoga Falls

2310 Second Street

Cuyahoga Falls, OH 44221

Telephone: (330) 971-8130

FAX (330) 971-8003

Email water@cityofcf.com

To Be Completed By The City of Cuyahoga Falls

Date of Bidding: December 1, 2021 – 12 noon Contract Price: \$ _____

Date Awarded: _____, 20__ Dated Executed _____, 20__

Water Utilities Department

Ordinance No.

**Year 2022 Chemicals
On A Per Unit Basis**

**Liquid Chlorine
Liquid Orthophosphate
Fluorosilicic Acid
Sodium Hydroxide (Caustic Soda)
Liquid Sodium Hypochlorite**

The Following Information Must Be Completed For Bid Consideration

Company Name _____

Contact Person _____ Telephone _____

Address _____
Street City State Zip

E-Mail: _____

Liquid Chlorine, Liquid Orthophosphate, Fluorosilicic Acid, Sodium Hydroxide (Caustic Soda), Liquid Sodium Hypochlorite

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* *These pages to be completely filled in, signed, notarized where required, and returned in the Proposal Book in its entirety at time of bid opening.*

τ *These pages to be inserted **after** bid awarded.*

INFORMATION
AND
INSTRUCTIONS

SECTION 1

INFORMATION AND INSTRUCTIONS TO BIDDERS

1. In accordance with the advertised legal notice, sealed bids will be received by the City of Cuyahoga Falls, Ohio at the office of the Director of Public Service in the Municipal Building for certain material, equipment and/or labor services. The bids will be opened and read aloud at the time and place specified in the legal notice.
2. Bidders are advised to thoroughly examine the contract documents before submitting their bids. There may be changes in the specifications from those heretofore used. It is hereby understood that the bidder has read and fully understands each and every clause embodied therein.
3. All material, equipment and/or labor services proposed shall be in accordance with the attached specifications. Any exceptions are to be specifically noted herein.
4. Each proposal must contain the full name of the party or parties making the same and all persons interested therein.
5. All proposals or bids shall be signed and submitted on the printed blanks provided for that purpose and bound herewith. Except during the filling in of the proposal forms, no pages are to be removed from this binding. The complete set of contract documents must be submitted with the proposals. For clarity, uniformity and ease of tabulating bids all bidders are requested to TYPE their bids on the proposal forms.
6. The price bid for each unit of material equipment and/or service must be stated separately in figures in the proper column.
7. Each bidder shall submit on the proposal form the name of the manufacturer, type and catalog number of the equipment or material he proposed to furnish. He shall also submit all other data, statements and samples called for by the specifications and the data sheet forming a part of the proposal form.
8. Manufacturers or distributors failing to provide MSDS's will be considered as failing to meet contractual requirement. This statement shall appear on purchase orders or offers to bid.
9. Each bid shall be accompanied by a bond executed by the bidder and a surety company, per Ohio Revised Code, which the surety company shall be licensed to do business in the State of Ohio, in an amount not less than five (5) percent of the aggregate amount of the bid or proposal; or the bidder may submit with the bid, in lieu of such bond, a certified check on a solvent bank, payable to the order of the Director of Public Service, City of Cuyahoga Falls, Ohio, in an amount equal to the amount required in such bond. Said bond or certified check is required as a guarantee that should the said bid or proposal be accepted by the Director of Public Service, the bidder will, within ten (10) days from the time he shall have been notified of the acceptance of the same, enter into contract with the City of Cuyahoga Falls for the material, equipment and/or service bid upon.

10. Should any proposal be rejected, such check or bond will be returned to the bidder and should any proposal be accepted, such check or bond will be returned after proper execution of the contract documents. If the bidder, to whom the contract shall have been awarded shall refuse or neglect, within ten (10) days after due notice that the contract has been awarded to him, to execute the same, then the deposits shall be forfeited to the City as liquidate damages for such neglect or refusal.
11. Each proposal shall be accompanied by a non-conclusion affidavit executed on the form provided thereof.
12. When requested by the City of use in evaluation the bids submitted, the bidder must furnish satisfactory evidence of its ability, competency, facility and financial resource to furnish the material, equipment and/or labor services so bid. If the bidder represents a manufacturer, then he must submit similar data relating to the manufacturer.
13. Each bid on equipment, material and/or labor services shall contain a statement of the time, after the award of the contract, required by the bidder to deliver the equipment, material and/or labor services included in the bid.
14. Each bid shall be sealed and addressed to the Director of Public Service, City of Cuyahoga Falls, Ohio, and shall bear on its face, the name of the bidder, a statement that it is a sealed bid to be opened on the day and hour above mentioned, and statement of the item numbers on which the bid is made.
15. All bids shall be filed with the Director of Public Service, in that office in the Municipal Building, in the City of Cuyahoga Falls, Ohio, on or before the day and hour mentioned above and stated in the legal notice of advertisement. No proposal presented after that time will be accepted.
16. Permission will not be given for the modification of any proposal after the same has been filed. No bidder may withdraw his bid, for a period of thirty (30) days after the date of opening of same.
17. If any person contemplating submitting a bid for the proposed material, equipment and/or labor services is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, he may submit to the Director of Public Service, a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents or changes therein will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Director of Public Service will not be responsible for any other explanation or interpretations of the proposed documents.

18. No bid will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City of Cuyahoga Falls, upon any debt or contract, or who has failed to execute, in whole or in part, in a satisfactory manner, any contract with the City; or who if a defaulter as to surety or otherwise upon any obligation to the City of Cuyahoga Falls.
19. Attention of the bidder is called to the statutory requirements of the State of Ohio relative to licensing of corporations organized under the laws of any other state.
20. Instructions must be adhered to; failure to strictly observe them shall constitute a sufficient cause of rejection of a bid.
21. The City shall not be liable for the payment of any material furnished under the contract except upon written order from the Director of Public Service supplementing this agreement, and no shipment of same shall be made under the contract except after receipt of such written order.
22. The Director of Public Service may consider bid specification items as distinct bids for each of the items such as material, equipment and/or labor services. However, all parts of any bid specification item must be bid to qualify that item for consideration.
23. After the public reading, all bids will be tabulated and upon completion of a report by the appropriate purchasing department on the bids received, the Director of Public Service will proceed, without unnecessary delay, to award contracts for the various times to the lowest and best bidders on materials, equipment and/or labor services, conforming to the specifications.
24. The Director of Public Service expressly reserves the right to reject any or all bids and to waive informalities and to judge the character and sufficiency of equipment, apparatus, materials, and/or labor services bid upon. Bidders who are in sympathy with the purpose outlined above and prepared to act in accordance therewith, are invited to submit bids in accordance with these specifications.
25. A Performance Bond will be required (if indicated by the legal notice) of each successful bidder to assure the faithful completion of the contract that has been awarded.
26. The Performance Bond form and/or the Contract form are not to be executed by the bidder until a contract has been awarded.
27. The City expressly reserves the right to award more than one contract on any particular supply item to more than one bidder, if it is considered to be in the best interest of the City. Multiple contracts will not be considered on items obviously not suitable to such means of contracting.

End of Instructions

INSURANCE REQUIREMENTS
(AMENDED 02/18/82)

103.08 INSURANCE:

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the City nor shall the Contractor or any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

1. COMPENSATION INSURANCE:

The Contractor shall procure, and shall maintain during the life of this contract, Workmen's Compensation Insurance as required by the State of Ohio for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. If any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

2. CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE:

The Contractor shall procure and shall maintain, during the life of this contract

- 1) Comprehensive General Liability Insurance including all Premises/Operations; Products/Completed Operations; and Broad Form Property Damage, and
- 2) Automobile Liability Insurance for all vehicles and equipment in the amount specified in subparagraph 2.

3. SUBCONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE:

The Contractor shall either

- 1) require of his subcontractors to procure and to maintain during the life OF HIS SUBCONTRACT, comprehensive, General Liability Insurance and Automobile Liability Insurance of the type and in the amount specified in Subparagraph 2 and 6 hereof or,
- 2) insure the activities of his policy, specified in Subparagraph 2 hereof.

4. SCOPE OF INSURANCE AND SPECIAL HAZARDS:

The insurance required under subparagraphs 2 and 3 hereof shall provide adequate protection for the Contractor and his Subcontractors, respectively, against claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the SPECIAL PROVISIONS.

5. BUILDER’S RISK INSURANCE (FIRE AND EXTENDED COVERAGE):

(Building Construction only) Until the project is completed and accepted by the City, the Contractor is required to maintain Builder’s Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the City, the Contractor, Subcontractors as their interests may appear. The Contractor shall not include any costs for Builder’s Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor’s undertaking.

6. PROOF OF CARRIAGE OF INSURANCE:

The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: “The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days’ written notice has been received by the City.”

The minimum amount of such insurance including underlying and umbrella excess shall be as follows:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY COMBINED SINGLE LIMIT

Each Occurrence	\$ 2,000,000.00
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INCOME TAX REQUIREMENTS

Employers doing business within Cuyahoga Falls are required to deduct at the time of payment of salaries, wages, commissions or other compensation the tax of two (2) percent of the gross amount earned in Cuyahoga Falls.

Every employer who is required to deduct the tax at the source is liable directly to the City of Cuyahoga Falls for payment of such tax whether actually collected from their employees or not.

Also, the net profit from income earned within Cuyahoga Falls is subject to the tax. Both withholding and tax on profits are due quarterly.

CONTACT THE INCOME TAX DIVISION FOR THE NECESSARY FORMS AND ANY ADDITIONAL INFORMATION.

Mayor Don Walters
2310 Second Street
Cuyahoga Falls OH 44221



Phone: 330-971-8200
Fax: 330-971-8168
mayor@cityofcf.com

Dear Employer:

In today's society, we all seem to face the dangers and consequences of alcohol and drug abuse. Studies have found the workplace is not exempt from this scourge that is threatening our nation. It is found that two-thirds of those entering the workplace for the first time have used illegal drugs. Up to twenty-three percent of employees abuse alcohol/drugs on the job. The figures are staggering. Up to 100 billion dollars a year are lost in productivity.

The City of Cuyahoga Falls has passed Ordinance 12-1990, which requires employers who are awarded competitively-bid City contracts to maintain a drug-free workplace.

I have enclosed an outline of the requirements that need to be met. You will also find a sample policy statement, a certification to be completed and returned in your bid packet. It is our hope that through education and awareness, we can be an effective part of the solution.

Please know this office and I are available to assist in any way we can.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Walters", written in a cursive style.

Don Walters
Mayor

Encl.

CODIFIED ORDINACE 108.07

EMPLOYERS AWARDED CITY CONTRACTS TO MAINTAIN DRUG FREE WORKPLACE

1. No contract awarded through the process of competitive bidding, other than contracts pursuant to Ohio R.C. 125.04, shall be awarded to any bidder who does not certify that the following requirements have been met:
 - a. A statement has been published and provided to employees notifying them that the manufacture, use, possession, or distribution of drugs in the work place is prohibited, as well as a specification of the disciplinary action that may be taken against employees who violate that prohibition.
 - b. Any employee convicted of violating a criminal drug statute occurring in the work place is required to notify the employer of said conviction within five days after such conviction.
 - c. Notice has been published specifying the sanctions for or requiring satisfactory participation in a drug abuse assistance or rehabilitation program by an employee convicted of violating a criminal drug statute occurring in the work place.
 - d. A program has been implemented for the distribution of information on drug abuse awareness and the availability of counseling and referral services.
2. The Board of Control may, for good cause shown, grant an extension of time for compliance of the above requirements.
3. The Drug control Coordinator be and hereby is directed to provide information and assistance necessary to facilitate compliance with the provisions of this section.

(Ord. 12-1990. Passed 1-22-90)

SEXUAL HARASSMENT POLICY

Employees of the City of Cuyahoga Falls have a right to work in an environment free of sexual harassment. The City will not tolerate any form of sexual harassment or any offensive conduct that has the effect of severely interfering with an employee's work performance or creating a pervasive intimidating, hostile, offensive work environment. Examples of sexual harassment include, but are not limited to, unwanted sexual advances; implicit or explicit demands for sexual favors in exchange for favorable treatment or continued employment; repeated sexual jokes, flirtations, advances or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, sexual prowess or sexual deficiencies; leering; whistling; touching; pinching; assault; coerced sexual acts; suggestive insulting, obscene comments or gestures; and display in the work place of sexually suggestive objects or pictures.

It is the policy of the City of Cuyahoga Falls that any form of sexual harassment is unacceptable, either within the workplace or at City-sponsored events, whether on or off property owned by the City, and is subject to appropriate disciplinary action.

The City encourages individuals who believe they are being harassed to clearly and promptly notify the offender that his or her behavior is unwelcome. This procedure is not a required first step for reporting sexual harassment. If for any reason an individual does not wish to approach the offender directly or if such discussion does not successfully end the harassment, then the individual should notify their supervisor.

Additionally, any employee who observes harassment of any type is to report it to his or her supervisor.

All employees are expected to cooperate with an investigation of any type of harassment. Failure to do so may lead to discipline. False information provided in the course of any investigation may also lead to discipline.

The City will not retaliate against an individual who makes a report of sexual harassment, nor permit any employee to do so. Retaliation is a very serious violation of this policy and should be reported immediately. Any individual found to have retaliated against an individual for reporting sexual harassment, or against anyone participating in the investigation of a complaint, will be subject to appropriate disciplinary action.

FIREARMS POLICY

As a result of the General Assembly passing Am. Sub. House Bill 12 regarding “concealed carry” of firearms, the City of Cuyahoga Falls, Ohio, has adopted a policy. Each Bidder must review the policy and file the certification that is included in this bid packet. The policy can be accessed at the City’s website, www.cityofcf.com, or a copy can be obtained from the office of the Director of Public Service located on the 2nd floor of City Hall, 2310 Second Street, Cuyahoga Falls, Ohio. Upon request, the policy can be faxed or mailed.

A. PURPOSE

The purpose of this policy is to ensure a safe work environment, free of intimidation and threat of physical harm. This policy prohibits all employees, except law enforcement officers and security personnel, from carrying deadly weapons, including firearms, while acting in the course and scope of City employment.

No person shall knowingly possess, have under the person's control, convey or attempt to convey a deadly weapon onto City property except for those persons and circumstances specified in Section C., 2., below. This policy applies to employees, visitors, independent contractors, vendors and any other person on City property, including individuals with valid permits to carry deadly weapons and/or firearms.

B. DEFINITIONS

A "deadly weapon" is defined as any instrument, device or thing capable of inflicting death, and designed or specially adapted for use as a weapon. Examples of prohibited deadly weapons include, but are not limited to:

"Firearm" means any firearm capable of expelling or propelling one or more projectiles by the action of an explosive or combustible propellant. Firearm includes an unloaded firearm and a firearm that is inoperable but that can readily be rendered operable. Firearm includes, but is not limited to, handguns, pistols, rifles, shotguns, automatic and semi-automatic weapons and zip guns.

"Explosives" meaning any chemical compound, mixture, or device, the primary or common purpose of is to function by explosion. Explosive includes but is not limited to dynamite, black powder, pellet powders, blasting caps, fuse igniters and instantaneous fuses.

"Explosive devices" which are defined as any device designed or specially adapted to cause physical harm to persons or property by means of an explosion, and consisting of any explosive substance or agency and means to detonate it. Explosive devices include bombs, demolition devices, blasting caps or detonators containing an explosive charge and any pressurized vessel that has been knowingly tampered with or arranged so as to explode.

"Incendiary devices" which means any firebomb, and any device designed or specially adapted to cause physical harm to persons or property by means of fire and consisting of any incendiary substance or agency and means to ignite it.

Knives with a blade longer than 3.5".

"Ballistic knife" which means a knife with a detachable blade that is propelled by a spring-operated mechanism or other illegal knives.

“City property” means the vehicles, equipment, machinery, facilities and land owned, leased or under the primary control of the City of Cuyahoga Falls, including all Park and Recreation facilities and areas under construction.

“Visitor” means any person who is on City property, including independent contractors, vendors and visitors, and off-duty employees of the City of Cuyahoga Falls.

C. GENERAL PROVISIONS

No person is permitted to carry or possess a deadly weapon on City property except as provided in this policy.

1. Prohibition

Employees - Employees are prohibited from possessing or carrying a deadly weapon, including but not limited to a firearm, while acting in the course and scope of their employment, either on or off City property, regardless of whether the employee has a permit to carry a deadly weapon, except as otherwise provided in the policy.

Visitors - Visitors, vendors and independent contractors are prohibited from possessing or carrying a deadly weapon while on City property, or engaged in the course of City business or City activities, except as otherwise provided in this policy.

2. Exceptions

Law Enforcement - Law Enforcement officers, as defined in RC 2901 .01, acting within the scope of their duties, are exempt from this policy.

Security Officers - City of Cuyahoga Falls security officers and the head of security personnel, who are authorized to carry deadly weapons as a requirement of their duties, and who are acting within the scope of their duties at the time of that possession or control, are exempt from this policy.

Persons exempt pursuant to RC 2923.123

Parking Areas - This policy does not prohibit the lawful possession or carry of a concealed weapon in private vehicles in a City parking area or parking facility, provided the owner has obtained the appropriate permit(s) required under the law and stores the weapon in their own locked vehicle, either in a locked glove compartment (or other locked compartment), in the trunk, or locked inside a gun case.

Other Authorized Uses - Lawful possession or carry related to use at a City shooting range or other law-enforcement programs; Lawful discharge or possession of a deadly weapon for show or memorial purposes where no projectile is discharged; Lawful transport of an unloaded deadly weapon directly between a parking area or parking facility and the location authorized for its use, or transport of an unloaded deadly weapon directly between a parking area or parking facility and a storage facility provided by the City.

Other Authorized Persons .Individuals who have obtained written permission from the Mayor to carry or use deadly weapons or deadly weapons on City property to perform specific tasks for the City are exempt from this policy during the performance of those tasks.

D. DEADLY WEAPONS STORAGE

Deadly weapons are not permitted in any City vehicle. For purposes of this policy, City vehicles include any vehicle owned, leased or otherwise under the control of the City. City vehicles shall not be used to store or carry a deadly weapon, except as authorized for purposes under Section C. 2 above.

Nothing in this policy requires the City to provide storage facilities for employee's deadly weapon.

The City reserves the right to search all people and property in accordance with local, state and federal law.

E. VIOLATIONS BY EMPLOYEES

Violation of this policy by an employee while on duty or in the course of City business is grounds for immediate removal from City property and termination of employment. An employee who uses a deadly weapon while on duty or in the course of City business will not be defended or indemnified by the City of Cuyahoga Falls. Furthermore, the City may refer suspected violations to appropriate law enforcement authorities, as permitted by law.

Display of a deadly weapon while on or off duty on City property is considered a threat and will subject the employee to disciplinary action up to and including termination of employment. An employee who displays an empty firearm holster while on duty, creates a physically intimidating and hostile work environment and will be subject to disciplinary action up to and including termination of employment.

F. REPORTING RESPONSIBILITY

If the employee believes that another person (visitor, independent contractor, vendor or another employee) is in possession of or carrying a deadly weapon in violation of this policy, the employee must report the suspected act immediately to the City Police Department and then his/her supervisor, unless reporting at that time would subject the employee or others to physical harm. The threat of physical harm may delay, but does not excuse this reporting requirement.

The City will not tolerate retaliation toward or harassment of any employee who, acting in good faith, reports violations of this policy.

Failure to Report .Failure to report knowledge the presence of any deadly weapon on City property in violation of this policy shall subject the employee to discipline up to and including termination of employment.

False Report .If an employee knowingly makes a false report of a suspected violation of this policy, the employee will be subject to disciplinary action, up to and including termination of employment.

G. SAFETY & ENFORCEMENT

Employees should be aware that the enforcement of this policy might deal with confronting individuals carrying potentially loaded deadly weapons. Under no circumstances should an employee take unnecessary risks or compromise his or her safety in order to enforce this policy. The Cuyahoga Falls Police Department should be contacted immediately if there is a possibility of imminent threat to the personal safety of an employee or others.

H. EMPLOYEE RESPONSIBILITY

Employees are responsible for making sure, in advance, that any potentially covered item in their possession is not prohibited by this policy. Questions regarding items covered in this policy should be directed to the City Police Department.

I. LIMITATIONS

In the event any other City policy or procedure is found to be in conflict with this policy, the terms of this policy shall govern. To the extent any federal, state or local law, rule or regulation limits or prohibits the application of any provision of this policy, then to the minimum extent necessary, this policy is deemed to be amended to be in compliance, pursuant to such law, rule or regulation.

BIDS SUBJECT TO 60 DAY ACCEPTANCE

Because of our desire to fairly and equitably evaluate all competitive bids, we are specifying that all bids be subject to acceptance by the City within 60 days from the date of the bid opening.

Exception by the Bidder to this requirement may result in having the subject bid rejected by the City as not having met the City's specifications.

INSURANCE

SECTION 2

CONTRACT FORMS

SECTION 3

DIRECTOR OF PUBLIC SERVICE
NOTE

The bidder hereby agrees that the Director of Public Service has the right to reject any or all bids and to waive informality in any bid and that the bidder shall not dispute the correctness of the quantities used in computing the lowest and best bid.

The bidder further agrees that the Director of Public Service may at his discretion award the contract on the basis of individual items taken separately in multiples or collectively for any or all items in this proposal and that he will not dispute the Director's judgment in his award upon this basis.

Signature of Officer, Partner, or Owner

Printed name of Officer, Partner, or Owner

Business address of bidder

CERTIFIED CHECK OR BID BOND

Certified check or bid bond in the amount of:

_____ on
Amount

_____ deposited herewith.
Name of Bank or Bonding Company

Bidder

All bids not in conformity with these provisions will be rejected.

* Please place bid bond/certified check on top of the bid packet when submitting your bid. Also, please have noted the address of where the bid bond/certified check is to be returned. Thank you for your cooperation.

In accordance with City of Cuyahoga Falls Ordinance No. 12-1990, passed January 22, 1990:

DRUG-FREE WORKPLACE POLICY STATEMENT

_____ hereby notifies all employees of our
(Company)
policy regarding drugs in the workplace.

Without exception, the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance while in the workplace is strictly prohibited.

_____ requires that as a condition of
(Company)
employment, any employee convicted of a drug violation occurring in the workplace must notify his or her employer within five (5) days after conviction.

Any employee found in violation of this policy is subject to appropriate personnel action, up to and including termination of employment. Continued employment may be conditioned upon successful completion of an acceptable drug rehabilitation program.

Any employee seeking information on drug or alcohol abuse awareness and the availability of counseling and referral services should contact:

(Name)

(Phone)

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the CONTRACTOR agrees as follows:

- a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicap status. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin or handicap status. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

- b. The CONTRACTOR will, in all applications or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin or handicap status.
- c. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontractors for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that foregoing provisions shall not apply to contractors or subcontracts for standard commercial supplies or raw materials.

O.R.C. 3517.13 COMPLIANCE

The following certificates are required pursuant to Ohio's Campaign Finance Reform law.

One of the following two certificates shall be completed by any individual, partnership, unincorporated business, association, professional association, estate, trust, corporation, or business trust that has been awarded a contract by the City of Cuyahoga Falls.

It shall be the Contractor's responsibility to determine which of the two certificates applies and if compliance with R.C. 3517.13 has been achieved.

CERTIFICATE OF COMPLIANCE WITH O.R.C. 3517.13

The City of Cuyahoga Falls has entered into a contract for goods and/or services with _____ (“Business”). The undersigned authorized representative of Business certifies on behalf of the Business that all of the following persons, if applicable, are in compliance with division (I) (1) of Ohio Revised Code Section 3517.13 with respect to all public officials who had the authority to award that contract and all public officials who may authorize or receive goods or services under that contract:

- A. the individual;
- B. each partner or owner of the partnership or other unincorporated business;
- C. each shareholder of the association;
- D. each administrator of the estate;
- E. each executor of the estate;
- F. each trustee of the trust;
- G. each spouse of any person identified in (A)-(F) above;
- H. each child seven year of age to seventeen years of age of any person identified in (A)-(G) above;
- I. any combination of persons identified in (A)-(H) above.

The undersigned certifies such compliance on and since the date that the contract was executed by all parties necessary for a valid contract with the City. This certification shall be a part of the above-referenced contact between the City and Business.

On Behalf Of Business:

Date Signed:

Note: This form is to be used by an individual, partnership, or other unincorporated business, association, including without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate or trust. If you are unsure if this form applies to you or if you are in compliance with R.C. 3517.13 you may want to contact an attorney.

Knowingly making a false statement on this certification is considered a felony of the fifth degree and any such falsification will act as a rescission of this contract.

CERTIFICATE OF COMPLIANCE WITH O.R.C. 3517.13

The City of Cuyahoga Falls has entered into a contract for goods and/or services with _____ (“Company”), an Ohio corporation. The undersigned authorized representative of Company certifies on behalf of the Company that all of the following persons, if applicable, are in compliance with division (J) (1) of Ohio Revised Code Section 3517.13 with respect to all public officials who had the authority to award that contract and all public officials who may authorize or receive goods or services under that contract:

- A. each owner of more than twenty percent of the corporation or business trust;
- B. each spouse of each owner of more than twenty percent of the corporation or business trust;
- C. each child of seven years of age to seventeen years of age of each owner of more than twenty percent of the corporation or business trust;
- D. any combination of persons identified in (A)-(C) of this indented list.

The undersigned certifies such compliance on and since the date that the contract was executed by all parties necessary for a valid contract with the City. This certification shall be a part of the above-referenced contact between the City and Company.

On Behalf Of Company:

Date Signed:

Note: This form is to be used by a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code. If you are unsure if this form applies to you or if you are in compliance with R.C. 3517.13 you may want to contact an attorney.

Knowingly making a false statement on this certification is considered a felony of the fifth degree and any such falsification will act as a rescission of this contract.

FINDINGS OF RECOVERY BY AUDITOR OF THE STATE

Ohio law (ORC section 9.24) prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. While there are additional criteria, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed \$25,000.

The Auditor of State has established a database pursuant to ORC 9.24 in order to list all persons who have unresolved findings for recovery, dating back to January 1, 2001. Before entering into a public contract described above, a state agency or political subdivision is required to verify that the person does not appear in this database.

Each bidder shall log on to <http://www.auditor.state.oh.us/> and **provide a copy of a certified search of unresolved findings with your bid**. This requirement shall apply to all contracts awarded by the City of Cuyahoga Falls.

COMPLETION TIME CERTIFICATION

The Contractor shall state the number of calendar days necessary for completion of this Contract after the date of Award of Contract.

Calendar days: _____ days for _____
(Name of Contract)

(Signature of Bidder/Contractor)

Witnessed By: _____

Address of Witness: _____

SPECIFICATIONS

AND

PROPOSALS

SECTION 4

PROPOSAL SIGNATURE PAGE

To the Director of Public Service
City of Cuyahoga Falls, Ohio

Dear Director:

The undersigned proposes to furnish liquid chlorine, liquid orthophosphate, fluorosilicic acid, sodium hydroxide (caustic soda), and/or liquid sodium hypochlorite, as outlined on the following pages of this proposal for the Water Utilities Department.

The undersigned understands that the qualities quoted are estimates only and the City of Cuyahoga Falls does not promise to buy any given amount, and hereby waives any and all claims for loss of profits or damages caused by his expectation of selling any quoted amount to the City. The undersigned also understands that the quoted price for liquid chlorine, liquid orthophosphate, fluorosilicic acid, sodium hydroxide and/or liquid sodium hypochlorite shall be firm for the contractual year ending December 31, 2022, with option to extend the contract for one additional year.

DETAILED SPECIFICATIONS are hereby made a part of the proposal, and the Bidder hereby acknowledges that he has read and understands them.

Bidder: _____

Authorized Signature: _____

Address: _____

Telephone: _____

PROPOSAL
LIQUID CHLORINE

UNIT PRICES

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	IN \$	FIGURES ¢	IN Dollars	WORDS Cents
1	Liquid Chlorine in 1-Ton Cylinders	Tons	55				
1A	Cylinder deposit	Each	5				

BIDDER: _____

NAME	ADDRESS	AUTHORIZED SIGNATURE
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NAME OF SUPPLIER: _____

TERMS OF PAYMENT: _____

TERMS OF PROPOSAL: _____

NOTE: Any exceptions, commercial or technical, to the City's specifications shall be specifically listed and detailed below. Unless so specified, it is assumed that the material or equipment offered by the bidder is in complete accordance in every respect with the Detailed Specifications.

REMARKS, MODIFICATIONS & EXCEPTIONS TO BE LISTED BELOW:

PROPOSAL
LIQUID ORTHOPHOSPHATE

UNIT PRICES

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	IN \$	FIGURES ¢	IN Dollars	WORDS Cents
2	Orthophosphate in 55 gallon containers	gallon	6,600				
2A	Container deposit	each	10				

BIDDER:

NAME	ADDRESS	AUTHORIZED SIGNATURE
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NAME OF SUPPLIER:

TERMS OF PAYMENT:

TERMS OF PROPOSAL:

NOTE: Any exceptions, commercial or technical, to the City's specifications shall be specifically listed and detailed below. Unless so specified, it is assumed that the material or equipment offered by the bidder is in complete accordance in every respect with the Detailed Specifications.

REMARKS, MODIFICATIONS & EXCEPTIONS TO BE LISTED BELOW:

**PROPOSAL
FLUOROSILICIC ACID**

UNIT PRICES

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	IN \$	FIGURES ¢	IN Dollars	WORDS Cents
3	Hydrofluosilicic acid in 4,500 gallon bulk deliveries	wet ton	46				

BIDDER:

NAME	ADDRESS	AUTHORIZED SIGNATURE
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NAME OF SUPPLIER:

TERMS OF PAYMENT:

TERMS OF PROPOSAL:

NOTE: Any exceptions, commercial or technical, to the City's specifications shall be specifically listed and detailed below. Unless so specified, it is assumed that the material or equipment offered by the bidder is in complete accordance in every respect with the Detailed Specifications.

REMARKS, MODIFICATIONS & EXCEPTIONS TO BE LISTED BELOW:

PROPOSAL
LIQUID SODIUM HYPOCHLORITE

UNIT PRICES

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	IN \$	FIGURES ¢	IN Dollars	WORDS Cents
5	Liquid Sodium Hypochlorite in 55 gallon containers	gallon	275				
5A	Container deposit	each	2				

BIDDER:

NAME	ADDRESS	AUTHORIZED SIGNATURE
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NAME OF SUPPLIER:

TERMS OF PAYMENT:

TERMS OF PROPOSAL:

NOTE: Any exceptions, commercial or technical, to the City's specifications shall be specifically listed and detailed below. Unless so specified, it is assumed that the material or equipment offered by the bidder is in complete accordance in every respect with the Detailed Specifications.

REMARKS, MODIFICATIONS & EXCEPTIONS TO BE LISTED BELOW:

DETAILED SPECIFICATIONS

Item No. 1

LIQUID CHLORINE

The material to be furnished under this item shall be liquid chlorine to be used in the treatment of potable water.

Definition

The liquid chlorine under this bid is the commercially available form liquefied elemental chlorine gas. In the liquid state, chlorine is amber colored and about 1.5 times as heavy as water. It exerts a vapor pressure varying with its temperature, from 0 psig pressure at 28.8 degrees Fahrenheit to about 150 psig pressure at 100 degrees Fahrenheit.

At ordinary room temperature liquid chlorine exerts a pressure of about 90 psig. When the pressure is released, liquid chlorine vaporizes into a greenish-yellow gas, about 2.5 times heavier than air.

Requirements

The liquid chlorine under this proposal shall conform to AWWA B301-04, Standard for Liquid Chlorine, and shall be supplied and shipped in 1- ton containers. The liquid chlorine shipping containers shall conform to applicable regulations of the Interstate Commerce Commission. The containers shall be reconditioned, maintained, and loaded in strict accordance with the latest edition of "Container Procedure at Chlorine Packaging Plants," issued by the Chlorine Institute, Inc.

Impurities

The chlorine furnished under this bid shall be 99.5% pure by volume as obtained from vaporized liquid chlorine, and suitable for the treatment of potable water. The vendor shall supply an analysis of product when requested to do so.

Price

It is the City's desire to enter into a one-year contract, with option to extend an additional one year, for the purchase of this material. The bid price shall include delivery to the Water Treatment Plant, 2028 Munroe Falls Avenue, Cuyahoga Falls, Ohio; the cost of returning empty cylinders to the supplier; all prevailing excise taxes, and any fuel-related surcharges.

Delivery

It shall be understood that the City does not intend to have delivery of the entire order at one time. Shipments of three 1-ton containers are to be made at the discretion of the City upon seven (7) days verbal notice. The shipments shall be delivered no later than 2:00 p.m. weekdays.

The estimated quantities in the proposal represent YEARLY REQUIREMENTS FOR LIQUID CHLORINE.

DETAILED SPECIFICATIONS

Item No. 2

LIQUID ORTHOPHOSPHATE

The material to be furnished under this item shall be liquid orthophosphates (75 percent ortho) in 55-gallon drums or 500 gallon minimum bulk shipments to be used in the treatment of potable water.

Requirements

Each bidder must certify by independent laboratory analysis that their product contains no soluble material or organic substances capable of producing deleterious or injurious effects upon the consumers of the domestic water treated with the phosphate. The following list of requirements must also be met:

1. Product must be certified for use in potable water by the National Sanitation Foundation, approved for use in potable water supplies by the Ohio Environmental Protection Agency and comply with the USFDA Food Guide Requirements for use in a public water supply. A letter of approval from agencies shall accompany the bid.
2. Must sequester iron and manganese over a temperature range from 5 to 100 degrees Celsius and have a shelf life of 24 months or greater.
3. Must be specified to gradually and safely remove all existing rust and scale deposits that are in the lines.
4. Must have cathodic inhibiting ability whereby a microscopic film is developed on all interior surfaces that will not be broken and consumed by bacteria and enzyme action, giving stable cathodic protection as long as the product is used. Demonstrations of long-term corrosion effect must show good corrosion effectiveness.
5. Must be non-toxic to humans, be colorless and tasteless and contain no phosphonates or other chelating agents or heavy metals. Must also have a pH range of 5-6 and not have injurious effects on water department personnel. Material Safety Data Sheet must be supplied with bid package.
6. Product must be liquid and not precipitate out.
7. Product must have a minimum phosphate concentration as follows:
 - Total Phosphate - minimum - 35% as PO₄
 - Poly Phosphate - minimum - 25% as PO₄
 - Ortho Phosphate - minimum - 75% as PO₄
8. Must have a successful history of use in municipalities of at least equal size for a three-year period. References will be called on performance of product and delivery system, also on technical competence.
9. If within the first 30 days of use of a product, performance does not meet all of the above qualifications, the contract will be terminated and the bid bond will be called.

Product Sample

If not already approved, each bidder must supply a one (1) gallon sample of their product to the Water Department Lab at least seven (7) days prior to bid opening date.

DETAILED SPECIFICATIONS

Product Information and Technical Assistance

The bidder shall also submit lists of other water systems that are using and have used their product. The bidder shall also provide technical assistance in the application of their product to the system and make recommendations on both initial and final phosphate feed rates.

Product Specifications:

FORM: Liquid
GRADE: Food Grade
SPECIFIC GRAVITY: Minimum 1.36
WEIGHT: Minimum 11.4 lbs. per gallon
ODOR: None
APPEARANCE: Clear Liquid
pH: 6.0+/-0.3 (1% solution 6.8)
SOLUBILITY: Must be 100%
BOILING POINT: Above 212° F
SHELF LIFE: In excess of 2 years
FREEZE/THAW RECOVERY: Complete
PHOSPHATE CONTENT (as PO₄): 35% minimum
POLYPHOSPHATE CONTENT (as PO₄): 25% minimum
ORTHOPHOSPHATE CONTENT (as PO₄): 75% minimum

Price

It is the City's desire to enter into a one-year contract, with option to extend an additional one year, for the purchase of phosphates. The bid price shall include delivery to the Water Treatment Plant, 2028 Munroe Falls Avenue, Cuyahoga Falls, Ohio; the cost of returning the empty drums to the supplier; all prevailing excise taxes; and any fuel-related surcharges.

Delivery

It shall be understood that the City does not intend to have delivery of the entire order at any one time. Phosphate shipments of 10 drums are to be made at the discretion of the City upon seven (7) days verbal notice. The drums shall be delivered no later than 2:00 p.m. weekdays on a truck with a rear-end hoist for easy unloading.

The estimated quantities in the proposal represent YEARLY REQUIREMENTS FOR LIQUID ORTHOPHOSPHATE.

DETAILED SPECIFICATIONS

Item No. 3

FLUOROSILICIC ACID

Definition

The material to be furnished shall be a 23% to 27% aqueous solution of fluorosilicic acid (molecular weight 144.1) that is particularly suited for use in the fluoridation of potable water. The water-white to straw-colored solution shall provide a minimum of 17.65% available fluoride ion (at 23% concentration).

The acid shall conform to the American Water Works Association Standards B703-00, and must be currently approved by the Ohio Environmental Protection Agency for use in potable water.

Typical Physical Properties

H₂SiF₆ 23% by weight (minimum)

Specific Gravity of 25% Solution	1.224 at 17 degrees F.
Density of 25% Solution	10.3 pounds/gallon
Boiling Point of 25% Solution	222.5 degrees F.
Freezing Point of 25% Solution	16 degrees F.
pH of 1% Solution	1.2

Requirements

Fluorosilicic Acid to be furnished under this item shall be 23% concentration in 4,000 gallon bulk shipments.

The supplier shall be registered National Sanitation Foundation (NSF). The material supplied must meet current ANSI/NSF 60 Standards and be certified by a third party for use in potable water. A copy of the approval must accompany the bid.

Containers used in shipping shall comply with US Department of Transportation (DOT) specifications.

Each shipment shall have the net weight of the contents, the name of the manufacturer, the brand name (if any) and other markings and information as required by applicable laws and regulations.

Impurities

The fluorosilicic acid supplied according to this standard shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with fluorosilicic acid.

Price

It is the City's desire to enter into a one-year contract, with option to extend an additional one year, for the purchase of fluorosilicic acid. The bid price shall include delivery to the Water Treatment Plant located at 2028 Munroe Falls Avenue, Cuyahoga Falls, Ohio, prevailing excise taxes and any fuel-related surcharges.

DETAILED SPECIFICATIONS

Delivery

It shall be understood that the City does not intend to have delivery of the entire order at any one time. Shipments of 4,000 gallons are to be made at the discretion of the City upon seven (7) days verbal notice. The drums shall be delivered no later than 2:00 p.m. in a tank truck with appropriate hose and fittings to connect to our 2-inch female quick-connect fitting.

The estimated quantities in the proposal represent YEARLY REQUIREMENTS FOR FLUOROSILICIC ACID.

DETAILED SPECIFICATIONS

Item No. 4

SODIUM HYDROXIDE (CAUSTIC SODA)

The material to be furnished under this item shall be an aqueous solution of sodium hydroxide to be used as a direct additive used in the treatment of potable water for pH adjustment.

Definition

Sodium hydroxide is a compound that is commonly produced in the manufacture of chlorine. In the anhydrous form it is a white to slightly off-white, opaque or translucent solid that rapidly absorbs moisture from the atmosphere. Liquid sodium hydroxide is a solution of anhydrous sodium hydroxide and water.

The 50 percent aqueous solution has a specific gravity of 1.530 at 60 degrees Fahrenheit, is strongly alkaline and has a high pH. It has a melting range of 41 to 51 degrees Fahrenheit and a solidification point of 41 degrees Fahrenheit.

Requirements

The liquid sodium hydroxide (NaOH) solution supplied under this proposal shall contain approximately 50 percent sodium hydroxide, shall conform to the American Water Works Association Standard B501-03 for Sodium Hydroxide and shall be shipped in properly cleaned tank trucks.

The supplier shall be registered National Sanitation Foundation (NSF). The material supplied must meet current ANSI/NSF 60 Standards and be certified by a third party for use in potable water. A copy of the approval must accompany the bid.

Containers used in shipping shall comply with US Department of Transportation (DOT) specifications. Each shipment shall have the net weight of the contents, the name of the manufacturer, the brand name (if any) and other markings and information as required by applicable laws and regulations.

Impurities

The liquid sodium hydroxide supplied by this bid shall be approximately 50 percent sodium hydroxide (NaOH) by weight and contain no soluble material or organic substances capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with sodium hydroxide. The vendor shall supply an analysis of the product when requested to do so.

Price

It is the City's desire to enter into a one-year contract, with option to extend an additional one year, for the purchase of this material. The bid price shall include delivery to the Water Treatment Plant, 2028 Munroe Falls Avenue, Cuyahoga Falls, Ohio; the cost of delivery; all prevailing excise taxes and any fuel-related surcharges.

DETAILED SPECIFICATIONS

Delivery

It is understood that the City has a bulk storage system. It shall be understood that the City does not intend to have delivery of the entire order at one time. Shipments of 4,000 gallons are to be made at the discretion of the City upon seven (7) days verbal notice. The shipments shall be delivered no later than 2:00 p.m. weekdays in a tank truck with appropriate hose and fittings to connect to our 2-inch female quick-connect fitting.

The estimated quantities in the proposal represent YEARLY REQUIREMENTS FOR THE SODIUM HYDROXIDE (CAUSTIC SODA).

DETAILED SPECIFICATIONS

Item No. 5

LIQUID SODIUM HYPOCHLORITE

The material to be furnished under this item shall be a 12.5 – 15.6 % aqueous solution of sodium hypochlorite (NaOC1), also known as bleach. It will be supplied in 55-gallon containers for use as a disinfectant in the rechlorination of potable water.

Definition

Sodium hypochlorite solution (NaOC1) is a yellowish green, viscous liquid with chlorine-like odor containing up to 160 g/L available chlorine. One method of manufacture is to pass chlorine into a caustic soda solution or into a caustic soda-soda ash mix. Sodium hypochlorite solidifies at temperatures between –20 and –30 °C to form a crystalline mass. It decomposes slowly during storage with formation of oxygen. The rate of decomposition is highly dependent on the storage temperature. UV light also causes marked decomposition. Reactions, especially with organic compounds, can proceed very violently. Many metals including stainless steel are attacked by soda bleaching lye.

Typical Properties

Chemical Name	Sodium hypochlorite (NaOC1)
Strength of Aqueous Solution	12.5 – 15.6%
Molecular weight:	74.44
pH (at 160 g/L)	12
Specific gravity: (14% NaOC1 solution)	1.211
Water solubility:	29.3 g/100 g at 32°F (0°C)
Freezing point:	6°C (21°F)
Boiling point (760 mm Hg):	Decomposes above 40°C (HSDB 2001)
Flammability:	not flammable
Stability:	unstable: light and heat sensitive

Requirements

The sodium hypochlorite under this proposal shall conform to the latest edition of AWWA B300-99, AWWA Standard for Hypochlorite and shall be supplied and shipped in approved 55-gallon containers.

The supplier shall be registered with the National Sanitation Foundation (NSF). This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance ANSI/NSF Standard 60, Drinking Water Treatment Chemicals-Health Effects.

Containers used in shipping shall comply with US Department of Transportation (DOT) specifications.

Impurities

The sodium hypochlorite supplied according to this bid shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the hypochlorite.

DETAILED SPECIFICATIONS

Price

It is the City's desire to enter into a one-year contract, with option to extend an additional year, for the purchase of sodium hypochlorite. The bid price shall include delivery to the Water Treatment Plant, 2028 Munroe Falls Avenue, Cuyahoga Falls, Ohio; the cost of delivery, all prevailing excise taxes, and any fuel-related surcharges.

Delivery

It shall be understood that the City does not intend to have delivery of the entire order at one time. Sodium hypochlorite shipments of two (2) containers are to be made at the discretion of the City upon seven (7) days verbal notice. The containers shall be delivered no later than 2 p.m. weekdays on a truck with a rear-end hoist for easy unloading.

The estimated quantities in the proposal represent YEARLY REQUIREMENTS FOR THE LIQUID SODIUM HYPOCHLORITE.