

# BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

406 Justice Drive, Lebanon, Ohio 45036 www.co.warren.oh.us commissioners@co.warren.oh.us

Telephone (513) 695-1250 Facsimile (513) 695-2054

SHANNON JONES DAVID G. YOUNG TOM GROSSMANN

AWARDING THE BID FOR THE 2025 WATER TREATMENT CHEMICALS PROJECT TO CHEMICALS INC, USA. AND BRENNTAG MID-SOUTH INC.

WHEREAS, bids were closed at 11:00 a.m., on December 9, 2024, and the bids received were opened and read aloud for the 2025 Water Treatment Chemicals Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Michael Zeiher, Business Manager, Chemicals Inc. USA and Brenntag Mid-South Inc. Have been determined to be the lowest and best bidders.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the bid for the 2025 Water Treatment Chemicals Project to Brenntag Mid-South Inc., 324 East Yusen Drive, Georgetown, Kentucky 40324 for a bid price of \$2.18 per gallon of Sodium Hypochlorite (NaOCL) 12.5%, \$0.1393 per pound of Sodium Hydroxide (NaOH) 25%, and \$0.2390 per pound of Sodium Bisulfite (NaHS03) 38%. It is also the intent of this Board to award the bid to Chemicals Inc, USA, 270 Osborne Drive, Fairfield, Ohio 45233 for a bid price of \$0.38 per pound of Hydroflourosilicic Acid (HFS) 23%.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent Mr. Grossmann – yea Mrs. Jones – yea

Resolution adopted this 20th day of December 2024.

BOARD OF COUNTY	COMMISSIONER
Krystal Powell, Clerk	

cc: c/a—Chemicals Inc. USA
c/a—Brenntag Mi-South Inc.
Water/Sewer (file)
OMB Bid file



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TOM GROSSMANN SHANNON JONES DAVID G. YOUNG

#### **BID OPENING**

December 9, 2024

#### BID OPENING -

Bids were closed at 11:00 a.m. this 9<sup>th</sup> day of December and the following bids were received, opened, and read aloud for the 2025 Water Treatment Chemicals Project for the Warren County Water and Sewer Department.

Brenntag Mid-South Georgetown, OH	Sodium Hypochlorite- Hydrofluorosilicic Acid- Sodium Bisulfite- Sodium Hydroxide-	\$2.18 per gallon \$.41 per pound \$.239 per pound \$.1393 per pound
Chemicals Inc. USA Fairfield, OH	Sodium Hypochlorite- Hydrofluorosilicic Acid- Sodium Bisulfite- Sodium Hydroxide-	\$2.20 per gallon \$.399 per pound \$.25 per pound \$.40 per pound
Water Solutions Unlimited Camby, IN	Sodium Hypochlorite- Hydrofluorosilicic Acid- Sodium Bisulfite- Sodium Hydroxide-	\$2.75 per gallon \$.39 per pound \$.39 per pound \$.1395 per pound
Pencco, Inc. San Felipe, TX	Sodium Hypochlorite- Hydrofluorosilicic Acid- Sodium Bisulfite- Sodium Hydroxide-	N/A \$.695 per pound N/A N/A

Michael Zeiher, Business Manager, will review bids for a recommendation at a later date.

cc: Bid File OMB W/S (file)

## **PLAN HOLDERS LIST**

## **2025 Water Treatment Chemicals Project**

Individuals or companies can be added to the plan holders list by contacting Krystal Powell at krystal.powell@co.warren.oh.us

Name	Company	Phone Number	E-mail Address
Wendy	Thatcher	901-974-3441	wendy.richmond@tchem.com
Richmond	Company of New York, Inc		
Sarah Duffy	Pencco Inc.	937-885-0005	sarah@pencco.com



November 10, 2024

Warren County, OH will be conducting an Electronic Sealed Bidding Event for Water Treatment Chemicals 2025. Warren County, OH has partnered with eBridge to host this bidding event on its Online Bidding Platform.

We request that you review the accompanying documentation for information pertaining to the specifications, the response requirements, milestones and deadlines, as well as, information on eBridge and the Electronic Bidding Process.

We thank you for your participation.

Sincerely,

Krystal Powell Warren County, OH



### **ELECTRONIC BID EVENT FORM**

Must be completed via DocuSign or emailed to <a href="mailto:tara.obannon@ebridgeprocurement.com">tara.obannon@ebridgeprocurement.com</a>.

Suppliers approved to participate in the Online Event will be provided with a DocuSign version of this form.

Warren County, OH will accept bids for Water Treatment Chemicals 2025 using an Electronic Sealed Bidding Process on December 9, 2024 at 11:00AM ET in accordance with the specifications and procedures available either with eBridge or Warren County, OH. This Electronic Sealed Bidding Event has a preliminary end date and time of December 9, 2024 at 11:15AM ET plus any possible extensions.

The awarded supplier is obligated to pay a transaction fee to eBridge pursuant to the Terms & Conditions accepted upon placement of initial bid. The fee will be based on the final total purchase price assessed as three percent (3%) of the awarded price. The transaction fee is assessed on the final selling price.

**AWARD OF CONTRACT: REJECTION OF BIDS** – The Buyer reserves the right to (i) reject any, any part of, or all bids or proposals to fulfill The Buyer's requirements, (ii) waive informalities and technicalities, (iii) negotiate directly with any party submitting a bid or proposal, or (iv) accept that bid or proposal which The Buyer deems to be in its best interest, whether or not it is the lowest dollar proposal. The Supplier to whom the award is made will be notified at the earliest possible date.

ACCEPTED BY:				
COMPANY NAME	DATE			
CONTACT PERSON	TITLE			
PHONE NUMBER	FAX			
BILLING ADDRESS	CITY	ST	ZIP	
FMAIL ADDRESS	ALITHORIZED REPRI	SSENTATIVE SIGNATUR	rF	



## **IMPORTANT**

#### The following document is included for your review and examination.

Electronic acceptance prior to placing your bid will be required.

# EBRIDGE BUSINESS SOLUTIONS, LLC SUPPLIER TERMS AND CONDITIONS

READ THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE SELECTING "ACCEPT" OR "DECLINE" BELOW. BY SELECTING THE "ACCEPT" BUTTON, YOU WILL BE PERMITTED TO UTILIZE THE EBRIDGE BUSINESS SOLUTIONS, LLC ("EBRIDGE") INTERNET-BASED STRATEGIC SOURCING SOLUTION ("THE SOLUTION") FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ONLINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. BY SELECTING THE "DECLINE" BUTTON BELOW, YOU WILL BE DENIED ACCESS TO THE SOLUTION.

EBRIDGE BUSINESS SOLUTIONS, LLC ("eBridge") does not verify or validate any information provided or representations made by users of the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge eBridge, its employees, agents, officers and members make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from eBridge.

You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and eBridge is in no way a party to or responsible for the performance of such agreement. Therefore:

1) EBRIDGE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EBRIDGE FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY SELECTING THE "ACCEPT" BUTTON BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

1. Utilization. You are granted a one-time, non-transferable, non-exclusive right to access the Solution through eBridge's website through the use of a password(s) and/or access code(s). Any subsequent rights to access the Solution will require you to accept a new Agreement eBridge reserves the right to terminate your access to the Solution or any or all of its services at any time, if eBridge shall determine, in its sole discretion, you have violated any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination eBridge will notify you immediately.



- 2. Responsibilities of the Parties. Subject to the terms and conditions of this Agreement, eBridge will make available to you electronic access and use of the Solution, for you to participate in a one-time, online bidding event. eBridge will also provide such other assistance in the way of customer support and service as set forth in this Agreement. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. eBridge shall have no responsibility for ensuring sales of goods or services using this system will comply with such laws, ordinances, regulations, or policies. You, the supplier, in using the Solution, have the responsibility for the bid including, but not limited to, the following:
  - Accepting the terms of use contained in the bid documents in advance
  - Preparing and assuring the completeness of any bids, quotes, or proposals
  - · Submitting any bids, quotes or proposals electronically within established deadlines
  - Maintaining with the buyer, the security and integrity of the sealed or open bid procurement process
  - Participating in any pre-bid conference(s) and tutorial(s) for suppliers prior to an electronic event
  - Compliance with all applicable legal requirements
  - Establishing and adhering to the terms and conditions of buyer contracts
  - Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

You also acknowledge that eBridge's role for procurement activities will include the following:

- Clarifying buyer needs and specifications to the supplier
- Assisting in the completion of comprehensive bid documents
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any pre-bid conference(s)
- Hosting the auction event and providing support during the event
- Publishing appropriate results to the users as well as obtaining feedback from participants
- 3. Conduit Services Only. The Solution provides an Internet conduit through which you may communicate the availability of your goods and services to potential buyers, potential buyers may communicate their procurement needs to you and you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of this Agreement. eBridge makes no representation or warranty of any kind concerning the reputation, reliability or any other matter concerning participating buyers. You must conduct your own inquiries concerning the qualifications and reputation of buyers, and must look only to the buyers with whom you choose to transact business for performance of any agreements with them.
- 4. Buyer Representations and Warranties. eBridge does not verify or validate the information provided by or any representations or warranties made by buyers on the Solution, and makes no representation or warranty of any kind to you concerning any buyer using the Solution. You shall look solely to the buyer with respect to any buyer-related information or representations and warranties and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from any buyer-related information or representations and warranties.
- 5. Coded Access. The Solution is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. If you allow either your access code or password to fall into the hands of an unauthorized person, eBridge has no way of detecting unauthorized use of such codes or passwords and is not responsible for such unauthorized use of the Solution. YOU MUST SAFEGUARD THE PASSWORDS AND ACCESS CODES. Unauthorized users of the Solution may be subject to both civil and criminal prosecution under state and federal law.
- **6. Availability and Operation of the Solution.** While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the



Solution are provided as is and neither you nor your business or agency will have any claim against eBridge as a result of any non-availability of the Solution at a particular time(s) or any failure of the Solution to operate as intended.

- 7. Sole Remedy. If you are dissatisfied with the functionality of the Solution or the services eBridge provides, your sole remedy is to cease using the Solution and/or services. YOU AGREE YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST eBridge RELATED TO YOUR USE OF THE SOLUTION. Without limitation of the foregoing, you waive any right you may have to claim or recover any special, incidental, exemplary, punitive, consequential or other damages (including but not limited to lost profits and business interruption).
- **8. Virus.** eBridge shall not be liable for any harm that may be caused by the inadvertent transmission of any computer virus, worm, time bomb, logic bomb, or such other computer program transmitted through the Solution.
- 9. Information You Provide. You agree and warrant that any information you provide about yourself or your organization or your agents when registering to use the Solution or subsequent to registration, is accurate, current and complete and you will maintain and update that information to ensure that is remains true, accurate and complete. If eBridge suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your agency or business will indemnify eBridge against such claim or liability including costs and attorney fees incurred in defending against it.
- 10. Security. eBridge uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents are responsible for managing your internal security by safeguarding password(s) and establishing your own internal security procedures, as you would for paper-based procurements, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you shall immediately report the same to eBridge and a new password will be assigned for your use. However, perfect security does not exist on the Internet, and eBridge does not and cannot guarantee that information will remain secure.
- 11. Fees. The design, maintenance and operation of the Solution require substantial costs and investment incurred by eBridge. Thus, a transaction fee based on the total final purchase price stated upon award will be charged to the awarded supplier. Said fee will be assessed to the awarded supplier at the rate stated in the Electronic Bid Event Form. All fees are to be paid to eBridge by the awarded supplier in the following manner:
  - Definitive Bids: Payment is made once delivery is made to the buyer and awarded supplier is paid by the buyer
  - Construction and Public Works Bids: Payment is to be made in full to eBridge upon supplier's receipt of initial progress, first percentage completion or mobilization payment
  - IDIQ (indefinite dates, indefinite quantity) Bids: Payment will be made on monthly transactions based upon actual purchases made during the month. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures

Suppliers will ensure this transaction fee is included in every bid they submit before or during an auction. You further acknowledge any payment made by a buyer with respect to a sale in which you were the winning bidder, whether or not such payment is made directly to you or a third party, will cause you to be immediately liable to eBridge for the transaction fee. Because these fees are expected to be INCLUDED in your pricing, they shall not be delineated in your invoicing to the buyer.

**Any and all subsequent orders** resulting from this specific electronic bid for like equipment, services or materials are subject to these terms and conditions.

**12. Disclosures.** You acknowledge by using the Solution, you agree to provide to eBridge accurate and complete information regarding: (a) any agreement entered into by you with a participating buyer through any online bidding event conducted



through the Solution, (b) the final price agreed upon between you and the participating buyer with respect to any product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through any online bidding event conducted on the Solution or through the Solution. You are to provide this information to eBridge immediately upon becoming aware of such information. eBridge relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.

13. Privacy Policy. eBridge shall have the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. eBridge reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in eBridge's sole discretion, are unacceptable or in violation of this Agreement.

The information eBridge receives is determined by your activities when using the Solution. If you use the Solution to read or download information, eBridge collects and stores the following information about you: the name of the domain and host through which you access the Internet and the date and time you access the Solution. eBridge uses this information to measure the number of visitors to different sections of the Solution, so that eBridge can make the Solution more useful to visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, agency or company name, mailing address, email address and telephone).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. eBridge shall not be responsible for any loss or damage of any kind, nature or amount incurred as a result of any such disclosure to another user through the Solution. You may choose to send personally-identifying information to other websites you have linked to through the Solution. eBridge does not control the collection or use of this information, and makes no representations or warranties about the privacy or other policies of any other websites.

- 14. Reselling or Transfer. You agree not to sell, transfer, or assign your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other agency or unauthorized person. If the Solution is used by another person using your access code or password, you will be responsible for and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from the use of your access code or password.
- **15.** Access to Internet. You agree that in order to use the Solution you must: (a) provide and pay for your own access to the Internet, and (b) provide and pay for all equipment necessary for you to make the connection to the Internet.
- **16. Interference with Others.** You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.
- 17. Links to Other Websites. The Solution may link you to other sites on the Internet. These links are provided for your convenience but the websites to which the links connect are not under eBridge's supervision or control. You acknowledge and agree that the linking of the Solution to other websites does not constitute any endorsement of such websites by eBridge, and eBridge shall not be responsible for the legality, accuracy or any other aspect of the operation or content of any websites to which links are provided.
- 18. Copyright How You May Use the Content of the Solution. The content of the Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies of the Content must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. The Content may not be republished or reprinted in whole or in part. Except as authorized in this paragraph, you are not granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by eBridge and/or any third party owner of such



rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of eBridge, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of transactions using the Solution.

- 19. Framed Links. You may not create framed links to the Solution without the prior written consent of eBridge.
- **20. Modification.** eBridge, in its sole discretion, has the right to modify this Agreement at any time. However, any such modification shall not affect the terms of any online bidding events already completed or in process. Any modification is effective upon either posting notice of such modification on eBridge's website or upon notice by mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.
- 21. Non-Circumvention. You agree you will not, directly or indirectly, take any action which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once you electronically viewed or received a specific request for quotations from a buyer, you will not, directly or indirectly, enter into any agreement related to your quotations for this specific event with such buyer outside the Solution to include paper bids or verbal negotiation which would result in your failure to pay to eBridge the fee(s) set out in Section 11 hereof. You agree to maintain confidentiality between the buyer, you, your representatives, your company and its agents and suppliers and eBridge regarding the submission of quotations and subsequent pricing before and during the auction event.
- **22. Governing Law.** This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Buyer resides, without regard to or application of its conflict of laws principles.
- 23. Partial Enforceability. If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.
- **24. Entire Agreement.** This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.
- **25. No Consequential Damages.** Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.
- **26. Headings.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

# INSTRUCTIONS AND SPECIFICATIONS FOR 2025 Water Treatment Chemicals Project

FOR UTILIZATION BY WARREN COUNTY WATER AND SEWER DEPARTMENT

### WARREN COUNTY BOARD OF COMMISSIONERS 406 JUSTICE DRIVE LEBANON, OHIO 45036 (513) 695-1250

#### **BID PROPOSAL FORM**

#### TO: Warren County Board of Commissioners

The undersigned hereby certifies that items furnished as a result of this bid will be in full accordance with the Warren County Water & Sewer Department's Technical Specifications and Special Provisions (Section G) applying thereto. This is a 12-month bid for chemicals starting **January 1**, 2025 – **December 31**, 2025.

	Chemical	Unit Measure Requested	2025 1/1/2025- 12/31/2025 Estimated Total Quantity	Minimum Order per Delivery	Delivered Bid Price Per Unit	
1	Sodium Hypochlorite (NaOCL) 12.5%	Gallon (gal.)	43,000 gallons	2,000 gallons Tanker/Bulk Delivery	\$\$ONLINE ONLY	\$\$ONLINE ONLY
2	Hydrofluorosilicic Acid (HFS) 23%	Pound (lb.)	110,000 lbs.	1,000 gallons Tanker/Bulk Delivery	\$\$ONLINE ONLY	\$\$ONLINE ONLY
3	Sodium Bisulfite (NaHSO3) 38%	Pound (lb.)	150,000 lbs.	1,500 gallons Tanker/Bulk Delivery	\$\$ONLINE ONLY	\$\$ONLINE ONLY
4	Sodium Hydroxide (NaOH) 25%	Pound (lb.)	520,000 lbs.	2,500 gallons Tanker/Bulk Delivery	\$\$ONLINE ONLY	\$\$ONLINE ONLY

The above quotations shall be in full force and effect for sixty (60) days after the date of reverse auction. The full name and address of all persons and parties interested in the bids that will be submitted during the reverse auction as principals are as follows:

Failure to list any and all detailed deviations on the Exception Sheet pertaining to the Technical Specifications may result in disqualification.

**SIGNED** 

Witness	Company Name
Date	Authorized Representative
	Title

## **EXCEPTION SHEET**

<u>Exceptions</u>: Exceptions to any bid specification must be clearly stated on this sheet. This sheet must be submitted with each bid. If there are no exceptions, please indicate "none" below.

1)			
7)			
8)			
9)			
10)			

### **BIDDER IDENTIFICATION**

ATTENTION BIDDER:	Please fill out this form and submit with your bid.
COMPANY NAME:	
CHIEF EXECUTIVE OFFICER:	
ADDRESS:	
PHONE NUMBER:	
FAX NUMBER:	
PROJECT CONTACT PERSON:	
PHONE NUMBER:	
E-MAIL ADDRESS:	
FEDERAL ID#:	
WEBSITE ADDRESS:	

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- A) Invitation to Bidders
- B) General Instructions to Bidders Bid Guaranty (Attachment A)
- C) Affidavit of Non-Collusion
- D) Affidavit of Personal Property Tax
- E) Verification Statement
- F) Equal Employment Opportunity Requirements, Bid Conditions and Non-Discrimination and Equal Employment Opportunity Affidavit
- G) Technical Specifications/Special Provisions

# SECTION A INVITATION TO BIDDERS

#### INVITATION TO BIDDERS

Sealed bids will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio 45036 using eBridge's online reverse auction bidding process. Bid Packages, excluding pricing, must be submitted for prequalification by 2:00PM ET, Thursday, November 26, 2024. The online bidding process will begin at 11:00AM ET on Monday, December 9, 2024.

The Warren County Water and Sewer Department is seeking responsible vendors to provide water treatment chemicals (Sodium Hypochlorite, Hydrofluorosilicic Acid, Sodium Hydroxide, and Sodium Bisulfite) according to the terms, conditions, and specifications of this solicitation.

Bid documents including terms, general conditions, supplemental conditions, and specifications are available on the Warren County Website at <a href="https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx">https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx</a>.

Questions regarding the technical specifications should be directed to Ed Turner, Water Treatment Plant Superintendent, at <a href="mailto:ed.turner@co.warren.oh.us.">ed.turner@co.warren.oh.us.</a> Questions shall be submitted no later than 2:00PM ET Tuesday, November 15, 2024.

Each bid shall contain the full name of each person or company submitting the bid. The awarded supplier will be required to submit a bid bond in the amount of five percent (5%) of the contract amount within 24 hours of the award notification in the form of a certified check.

A Bid guaranty, as required by the Ohio Revised Code, Section 153.54, shall be submitted within 24 hours of the award notification, as follows:

1. A Certified check, cashier's check, or letter of credit equal to five (5) percent of the bid. A letter of credit may only be revocable by the Owner. Upon entering into a contract with the Owner, the contractor must then file a performance bond for the amount of the contract and the bid guaranty will then be returned to the successful and unsuccessful bidders upon contract execution.

#### OR

2. A form of bid guaranty bond (attached) for the full amount of the bid. Such bond is retained for the successful bidder but returned to unsuccessful bidders after the contract is executed.

Attention of bidders is called to all of the requirements contained in the bid packet. No bidder may withdraw his/her bid proposal or price within sixty (60) days after the actual date of the reverse auction. All bid proposals shall be properly signed by an authorized representative of the bidder.

Please be aware that if you are downloading this document to bid this project, and in order to stay updated on any change, please email Krystal Powell at in the Commissioners' Office at krystal.powell@co.warren.oh.us with your contact information.

Warren County reserves the right to reject any or all bids submitted, to waive any irregularities in bids, and enter into a contract with the Bidder(s) who in Warren County's consideration offered the lowest and best bid.

By order of the Board of County Commissioners, G	County of Warren, State of Ohio.
	Krystal Powell, Clerk

## SECTION B

### GENERAL INSTRUCTIONS TO BIDDERS

#### GENERAL INSTRUCTIONS TO BIDDERS

This is an Electronic Bid Event. The Warren County Board of Commissioners at the Office of the Warren County Commissioners will be accepting bids for this project online. Bid packets including all appropriate forms, insurance and bonding is required to be submitted by 2:00PM ET, November 26, 2024. The online bidding process will begin with an initial bid online before 3:00PM ET on December 6, 2024. Subsequent bids may be placed once the reverse auction opens on December 9, 2024, at 11:00AM ET.

eBridge is a service provider contracted by the buyer to facilitate the bidding process with online tools and a team of knowledgeable professionals. You may find additional information about eBridge by visiting our website at <a href="http://www.ebridgeprocurement.com">http://www.ebridgeprocurement.com</a>. Bidders may also contact the Project Manager at (877) 245-8880.

Upon receipt of Bid Package and pre-qualifications of a registered bidder, they will receive a formal invitation to bid in the specified event via email and may receive other invitations to bid in future events as those opportunities arise.

Bidders who accept their formal invitation to bid will be contacted for training. This training usually requires approximately 30 minutes via phone with the person or persons who will be placing bids online.

All relevant documentation can be found by following the link below: <a href="https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx">https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx</a>.

#### **Bid Timeline**

PHASE 1				
Milestone Date & Time		Description		
November 10, 2024	Bid Issued	Bid is advertised and issued for public viewing.		
November 15, 2024 by 2:00PM ET	Questions Due	Deadline to submit questions.		
November 26, 2024 by 2:00PM ET	Unpriced Technical Proposal Due	Deadline to submit un-priced technical proposals.		
PHASE 2				
Milestone Date & Time	Milestone	Description		
December 4, 2024	Formal Invitation	Formal email notice to Bidders approved to participate in Phase 2 – Reverse Auction.		
December 5, 2024	eBridge Bid System Training	Interactive bid system tutorials between eBridge and approved Bidders.		
December 6, 2024 by 3:00PM ET	Initial Bid Due	Initial/starting bids due in the online bid system.		
December 9, 2024 at 11:00AM ET	Reverse Auction	Date and time the live online reverse auction will open.		

**BIDDER**: To ensure acceptance of your bid proposal, please follow these instructions:

- 1. **APPLICABLE LAWS:** The Ohio Revised Code and resolutions and procedures of Warren County, insofar as they apply to the laws of competitive bidding contracts and purchases, are made a part hereof. All laws of the United State of America, the State of Ohio, and the County of Warren applicable to the products or services covered herein, are made a part hereof.
- 2. **PRICING**: Do not submit pricing with your proposal, Pricing will only be collected during the reverse auction. Prices submitted during the reverse auction shall be stated in units of quantity specified in the bid document. In case of a discrepancy in computing the amount of the bid, unit prices quoted shall govern.
- 3. **DELIVERY:** Quotations should include all charges for delivery, packing, crating, containers, etc. Prices quoted during the reverse auction will be considered as being based ondelivery.
- 4. **SPECIFICATIONS/DESCRIPTIONS:** References to a particular trade name, manufacturer's catalog, or model number, are made for descriptive purposes to guide the bidder in interpreting the requirements of the County. They should not be construed as excluding proposals on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
- 5. TAXES: The County is generally exempt from Federal Excise Tax and State Sales Tax.
- 6. **BID INFORMALITIES. REJECTION AND AWARD:** The County reserves the right to reject any or all bids and to waive any irregularities in a bid, or to accept the bid which in the judgment of proper officials is to be in the best interest of the County. The County reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid.
- 7. **PAYMENTS:** Partial payments may be made upon presentation of a properly executed invoice unless otherwise stated in the bid document. The final payment will be made by the County when the materials, supplies, services, or equipment have been fully delivered and accepted or the work completed to the full satisfaction of the County.
- 8. **BIDDERS SIGNATURE:** Each bid proposal sheet must be completed and signed by the bidder with his usual signature. All signatures should be in full. Bid proposals by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner "John James Smith, D.B.A., Smith-James Company, by John James, a partner."

#### 9. SUBMISSION AND RECEIPT OF BID PROPOSAL:

- A. Bidders are requested to use the bid proposal form furnished by the County.
- B. Exceptions to any bid specification must be clearly detailed on the exception sheet. The exception sheets must be completed and submitted attached to the bid proposal sheet. If "none" is shown on the exception sheet, all items being bid must be equal or superior to the original specifications.
- C. Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
- D. Bids shall be submitted in a sealed envelope clearly marked 2025 Water Treatment Chemicals Project, November 26, 2024 @ 2:00PM ET", and shall display the bidder's name and address in the upper left-hand corner of the envelope.
- 10. **LOCAL SERVICE:** Local service is to be provided by the successful bidder, if applicable. Service during the warranty period shall be at no cost to Warren County; to include all incidental costs such as travel, mileage, hauling, etc.
- 11. **PERSONAL PROPERTY TAX AFFIDAVIT:** All bidders must complete the personal property tax affidavit (Section C) and submit with bid. *This section should be fully completed whether or not you as a vendor/contractor own property in Warren County, Ohio.*
- 12. **EEO Requirements:** Please see Section E for requirements and Non-Discrimination and Equal Employment Opportunity Affidavit.
- 13. **BID GUARANTY:** The awarded supplier must provide either a certified check, cashier's check, or letter of credit in the amount of five (5) percent of the bid or a bid bond in the amount of one hundred (100) percent of the total bid within 24 hours of award notification. Form of a bid guaranty bond is attached (Attachment A).
- 14. **DEADLINE FOR SUBMITTING SEALED BIDS:** Sealed bid proposals must be received by the Clerk of the Warren County Board of Commissioners prior to 2:00PM ET November 26, 2024. Bid proposals shall be opened after that time. Warren County shall not accept responsibility for any delay in delivery of a bid. DO NOT INCLUDE PRICING IN YOUR RESPONSE.
- 15. **LENGTH OF BINDING OUOTATIONS:** All prices quoted during the reverse auction are binding for sixty (60) days from the date of the reverse auction.
  - WITHDRAWAL OF BID: A Bidder may withdraw his bid from consideration if the price bid during the reverse auction was substantially lower than the other bids, provided the bid was submitted in good faith and the reason for the price being substantially lower was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional omission of a substantial quantity of work, labor or material made directly in the compilation of the bid. Request to withdraw such bid must be made in writing and filed with the Owner within two business days after the opening of bids and prior to the acceptance thereof. No bid may be withdrawn after it has been accepted by the Warren County Board of Commissioners.
- 16. **<u>DELAY IN DELIVERY:</u>** Any delay in delivery beyond the date stated on the bid proposal may result in liquidated damages of up to 5% at the County's discretion.

- 17. **ADVERTISEMENT:** An advertisement inviting bids for materials/services provided herein will appear in the Journal News on November 10, 2024.
- 18. **PERFORMANCE BOND:** Upon acceptance of a bid, Warren County requires, as a condition to entering into a contract with the successful Bidder, faithful performance of all things to be done under the Contract and may require a performance bond as provided for under Ohio Revised Code, Section 307.89, with good and sufficient surety in an amount not to exceed the amount of the contract. (Form of Performance bond may be found under Ohio Revised Code, Section 153.57). Please note that upon execution of the Contract if a Bid Guaranty/Contract Bond was submitted with your original bid a Performance Bond is not required.
- 19. Failure to complete and submit all required documents and attachments supplied with and/or requested in these instructions can result in a bid proposal being considered non-responsive.
- 20. The entire bid packet should be returned with your bid proposal.
- 21. Please note that all information submitted with your bid proposal will become public information.

# ATTACHMENT "A" BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
(Insert Full Name or Legal Title of Contractor and Address)
as Principal and
(Insert Full Name or Legal Title of Surety)
as Surety, are hereby held and firmly bound unto Warren County Board of Commissioners hereinafter called th
Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee
onto undertake the project known as:
2025 Water Treatment Chemicals Project
The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee
which are accepted by the Obligee, In no case shall the penal sum exceed the amount of DOLLARS, \$ . If this item
is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, i completed, the amount stated must not be less than the full amount of the bid, including alternates in dollar and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

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

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

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

SIGNED AND SEALED this	_day of	2024.
PRINCIPAL		SURETY
By:		By:Attorney-in-fact
Title		Surety Agent's Name and Address

# SECTION C AFFIDAVIT OF NON-COLLUSION

## AFFIDAVIT OF NON-COLLUSION

STATE OF				
COUNTY OF				
I,, holdin affirm that I am authorized to sp the contract, bid or proposal. I un fraudulent concealment of true fa	nderstand that any m	nisstatements in the	following information will	g the price on be treated as
I hereby swear and depose that the	he following statemo	ents are true and fac	ctual to the best of my know	vledge:
The contract, bid or proposal is g INCLUDING ANY MEMBER (				or client,
The price of the contract, bid or influenced by other companies, of COUNTY BOARD OF COMM	clients, or contractor			
No companies, clients, or contrac COMMISSIONERS have been s				
No companies, clients, or contrac COMMISSIONERS have been s				
Relative to sealed bids, the price INCLUDING ANY MEMBER of disclosed until the formal bid/pro	OF THE WARREN	COUNTY BOARI		
AFFIANT				
Subscribed and sworn to before	me this	day of	20	
(Notary Public),				
	County.			
My commission expires		20_		

# SECTION D AFFIDAVIT OF PERSONAL PROPERTY TAX

# THIS SECTION SHOULD BE FULLY COMPLETED WHETHER OR NOT YOU AS A VENDOR/CONTRACTOR OWN PROPERTY IN WARREN COUNTY, OHIO. AFFIDAVIT

STATE	E OF			SS:
COUN	TY OF		)	33.
			~ ,	autioned and sworn, states as follows:
1.	That he is			of
			(Title)	
			(Name of Contracting	ng Party)
2.	That			is not presently charged with any
	delinquent per	(Name of Controsonal property taxes on the	acting Party) e general tax list of p	ersonal property of Warren County.
			-OR-	
3.	That	(Name of Contr		is charged with delinquent
	personal prope	rty tax on the general tax l	ist of personal proper	ty of Warren County. The amount of ue and unpaid penalty and interest is:
	\$			
Further	r, affiant states	not.		
				Affiant
Sworn	to and subscribe	ed in my presence this	_day of2024.	
			Notary Publ	ic
This in	strument was pr	epared by		

Note to Fiscal Office: If any personal property taxes are delinquent, you must send a copy of this statement to the State of Ohio, Warren County Treasurer within 30 days of the date it is submitted.

WARNING: MAKING A FALSE STATEMENT ON THIS AFFIDAVIT MAY BE PUNISHABLE BY

<u>WARNING</u>: MAKING A FALSE STATEMENT ON THIS AFFIDAVIT MAY BE PUNISHABLE BY A FINE AND/OR IMPRISONMENT

# SECTION E VERIFICATION STATEMENT

## **VERIFICATION STATEMENT**

<u>I</u>	, a duly authorized representative
(Name)	
of the	(Company), do hereby
(Name of Company)	
state that the bid as submitted during the re	verse auction by said Company is a true and accurate bid
	AS the duly authorized representative of said company, serving as
the	, I am authorized to submit this bid on behalf
(Title)	
of the above Company.	
	authorized representative of the above Company, I on behalf of e by all of the conditions as set forth in the Bid Instructions and
Commissioners on items bid and prices subtimes indicated on the BID PROPOSAL	or, and materials, as specified, to the Warren County Board of mitted during the reverse auction will be guaranteed for the dates and/or SHEET, as required by the Bid Instructions and Specifications. I every manner (with personnel, necessary merchandise, and financial ich we have submitted a bid.
	Authorized Representative
	Title
	Company Address
	<u>( )</u>
	Phone

## **SECTION F**

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID CONDITIONS AND NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

# EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS AND BID CONDITIONS FOR WARREN COUNTY CONSTRUCTION PROJECTS AND MATERIAL PURCHASES

**CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:** (This section applies only to those projects that are funded with Federal and State monies)

All bidders on the project <u>shall</u> submit together with their bid, a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes contained herein.

A copy of the Certificate of	f Compliance is enclosed with	th this bid response?
Yes	_No	

#### **BIDDER'S EEO COVENANTS:**

Throughout its performance of any contract awarded to it on this project, the bidder agrees to the following covenants:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, or sex. Such action shall include, but is not 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 to be provided setting forth the provisions of this nondiscrimination clause.
- 2. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, or sex.
- 3. The contractor agrees to fully cooperate with the County, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the County, the State Equal Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.
- 4. Full cooperation as expressed in clause (3), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceedings

involving questions of unlawful employment practices, furnishing all information requested by the County and the State Equal Employment Opportunity Coordinator, and permitting access to its books, records, and accounts by the County and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with applicable rules, regulations, and orders.

5. In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further County construction contracts.

In the event that is contract is terminated for a material breach of EEO requirements, the contractor shall become liable for any and all damages which shall accrue to the County as a result of said breach.

6. The contractor will require the inclusion of language reflecting these same six covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations, or orders of the State Equal Employment Opportunity Coordinator so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor, or other party as a result of such direction by the County, the contractor may be requested to protect the interests of the County.

The bidder hereby	adopts the	foregoing	covenants?
Yes	No		

**PLEASE NOTE:** The bidder's failure to adopt the Bidder's EEO Covenants and complete the foregoing certification will cause the bidder's proposal to be rejected as being non-responsive.

# CERTIFICATE OF COMPLIANCE NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF	
COUNTY OF (	) SS:
because of race, religion, color, sex, or national or party shall take affirmative action to ensure that ar employment, without regard to their race, religion	the party who made the foregoing proposal; that riminate against any employee or applicant for employment rigin. If awarded the bid and contract under this proposal, said epplicants are employed and that employees are treated, during , color, sex, or national origin. If successful as the lowest and y shall post non-discrimination notices in conspicuous places ment setting forth the provisions of this affidavit.
Furthermore, said party agrees to abide by the assurthe Contract Provisions with the Owner if selected	rances found in Section 153.54 of the Ohio Revised Code in d as the successful bidder by the Owner.
	Signature Affiant
	Company/Corporation Address
	City/State/Zip Code
	Address
	City/State/Zip Code
Sworn to and subscribed before me this da	ay of, 20
	Notary
(seal)	

## SECTION G

# TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS

#### **CHEMICAL SPECIFICATIONS**

#### 1.) SODIUM HYPOCHLORITE (NaOCL) 12.5%

All liquid Sodium Hypochlorite (NaOCL) shall conform fully with the most recent edition of the AWWA Standard B-301 and have at a minimum 12.5 percent available chlorine.

2025 Est. Qty (1/1/2025 - 12/31/2025) - 43,000 gallons more or less

<u>Delivery Specifics</u> - <u>TANKER/BULK DELIVERY</u> with minimum order of 2,000 gallons to be received Monday – Friday between the hours of 7:00 a.m. – 11:00 a.m. to the Franklin Area Water Treatment Plant and the Richard A. Renneker Water Treatment Plant. All pricing submitted must reflect ALL charges including, but not limited, to fuel & freight. Each delivery must include a current Safety Data Sheet and Bill of Lading.

NaOCL (Sodium Hypochlorite) 12.5% - Bid Price \$ONLINE ONLY/ gallon.

Delivery will be made within \_\_\_\_\_\_ calendar days after receipt of order

### 2.) HYDROFLUOROSILICIC ACID (HFS) 23%

All Hydrofluorosilicic (HFS) shall conform fully with the most recent edition of the AWWA Standard B-703 and have at a minimum of twenty-three percent (23%) HSF.

2025 Est. Qty (1/1/2025 - 12/31/2025) - 110,000 lbs. more or less

<u>Delivery Specifics</u> - <u>TANKER/BULK DELIVERY</u> with minimum order of 1,000 gallons to be received Monday – Friday between the hours of 7:00 a.m. – 11:00 a.m. to the Franklin Area Water Treatment Plant and the Richard A. Renneker Water Treatment Plant. All pricing submitted must reflect ALL charges including, but not limited, to fuel & freight. Each delivery must include a current Safety Data Sheet and Bill of Lading.

HFS (Hydrofluorosilicic Acid) 23% - Bid Price \$ONLINE ONLY/ lb.

Delivery will be made within \_\_\_\_\_\_ calendar days after receipt of order

#### 3.) SODIUM BISULFITE (NaHSO3) 38%

All Sodium Bisulfite (NaHSO3) shall have at a minimum of thirty-eight percent (38%) NaHSO3.

2025 Est. Qty (1/1/2025 - 12/31/2025) - 150,000 lbs. more or less

<u>Delivery Specifics</u> - <u>TANKER/BULK DELIVERY</u> with minimum order of 1,500 gallons to be received Monday – Friday between the hours of 7:00 a.m. – 11:00 a.m. to the Franklin Area Water Treatment Plant and the Richard A. Renneker Water Treatment Plant. All pricing submitted must reflect ALL charges including, but not limited, to fuel & freight. Each delivery must include a current Safety Data Sheet and Bill of Lading.

NaHSO3 (Sodium Bisulfite) 38% - Bid Price \$ONLINE ONLY / lb.

Delivery will be made within \_\_\_\_\_\_ calendar days after receipt of order

#### 4.) SODIUM HYDROXIDE (NaOH) 25%

All Sodium Hydroxide (NaOH) shall conform fully with the most recent edition of the AWWA Standard B-501and have at a minimum of twenty-five percent (25%) NaOH. PLEASE NOTE THE DELIVERED TEMPERATURE OF THIS CHEMICAL CANNOT EXCEED 90 DEGREES.

2025 Est. Qty (1/1/2025 - 12/31/2025) - 520,000 lbs. more or less

<u>Delivery Specifics</u> - <u>TANKER/BULK DELIVERY</u> with minimum order of 2,500 gallons to be received Monday – Friday between the hours of 7:00 a.m. – 11:00 a.m. to the Franklin Area Water Treatment Plant and the Richard A. Renneker Water Treatment Plant. All pricing submitted must reflect ALL charges including but not limited to fuel & freight. Each delivery must include a current Safety Data Sheet and Bill of Lading.

NaOH (Sodium Hydroxide 25% - Bid Price \$	ONLINE ONLY/lb.
Delivery will be made within	_calendar days after receipt of order



# BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

406 Justice Drive, Lebanon, Ohio 45036 www.co.warren.oh.us commissioners@co.warren.oh.us

Telephone (513) 695-1250 Facsimile (513) 695-2054

SHANNON JONES DAVID G. YOUNG TOM GROSSMANN

#### ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio 45036, using an online bidding process for the purchase of 2025 Water Treatment Project. Bid Packages, excluding pricing, must be submitted for prequalification by 2:00PM ET, November 26, 2024, at the Office of the Warren County Commissioners. The online bidding process will begin at 11:00AM ET on December 9, 2024.

Bid documents including terms, general conditions, supplemental conditions, and specifications are available on the Warren County Website at <a href="https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx">https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx</a>.

Questions regarding the technical specifications should be directed to Ed Turner, Water Treatment Plant Superintendent, at <a href="ed.turner@co.warren.oh.us">ed.turner@co.warren.oh.us</a>. Each bid shall contain the full name of each person or company submitting the bid. The awarded supplier will be required to submit a bid bond in the amount of five percent (5%) of the contract amount within 24 hours of the award notification in the form of a certified check.

The Warren County Water and Sewer Department is seeking a responsible vendor to provide water treatment chemicals (Sodium Hypochlorite, Hydrofluorosilicic Acid, Sodium Hydroxide and Sodium Bisulfite) according to the terms, conditions, and specifications of this solicitation.

Contact the Warren County Commissioners' Office at (513) 695-1254 should you need assistance in accessing the bidding information on the County website. All contract addenda will be posted to the website prior to the bid opening. Bidders should check the website regularly to stay updated on any changes to the project.

Please be aware that if you are downloading this document to bid this project, and in order to stay updated on any change, please email Krystal Powell at in the Commissioners' Office at krystal.powell@co.warren.oh.us with your contact information.

The Board of Warren County Commissioners reserve the right to accept the lowest and best bid, to reject all bids, and to waive any irregularities in bids.

By order of the Board of County Commissioners, Warren County, Ohio.

Krystal Powell, Clerk		