

BIDDER GUIDE

The following information is provided by the City of Columbus to assist you in navigating the formal bid procedures. This information is not to supersede or replace any of the actual bid specifications or requirements; its sole purpose is to provide information on the process. If you have any questions regarding the process, please contact the appropriate City of Columbus representative listed on the bid solicitation (for specification questions see instructions below).

Any addenda issued by the City of Columbus will be posted on this site. The City of Columbus will send notification of addenda to Bidders that have an active login id and password with Columbus Vendor Services and are registered for the commodity code(s) associated with this solicitation.

Though the notification methods above will be utilized to notify bidders of addenda it is ultimately the Bidder's responsibility to check this site for verification of any issued addenda.

IN ORDER FOR YOUR BID TO BE CONSIDERED: (CHECK ONE BELOW)

Pricing is to be entered into the corresponding lines in the body of the RFQ

The following documents must be completed and attached to your response. Complete this checklist to confirm the items required in your bid. Failure to submit the listed documents may be cause for rejection of your bid:

Reference Pages

Subcontractor Information

Experience Documentation

Please refer to the Vendor Services User Guide for guidance using the Attachment feature to attach references, literature, warranty information and any other documentation as needed.

PLEASE NOTE – ALL ATTACHMENTS MUST BE IN PDF FORMAT TO ATTACH.

EQUAL OPPORTUNITY CLAUSE

- (1) The contractor/vendor/bidder will not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military 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, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) It is the policy of the City of Columbus that business concerns owned and operated by M/WBEs shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the city.
- (4) The contractor shall permit access to any relevant and pertinent reports and documents by the ODI director for the sole purpose of verifying compliance with this Title and ODI regulations. All such materials provided to the ODI director by the contractor shall be considered confidential.
- (5) The contractor will not obstruct or hinder the ODI director or his/her deputies, staff and assistants in the fulfillment of the duties and responsibilities imposed by Title 39 of the Columbus City Codes.
- (6) The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.
- (7) The contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a contractor not holding a valid certification number as provided for in Title 39.
- (8) Failure or refusal of a contractor or subcontractor to comply with the provisions of Title 39 may result in cancellation of this contract.

ALL CONTRACTORS MUST HOLD A VALID CONTRACT COMPLIANCE CERTIFICATION NUMBER ISSUED BY THE OFFICE OF DIVERSITY AND INCLUSION.

To obtain a Contract Compliance number register at the City of Columbus Vendor Services website: <http://vendors.columbus.gov/sites/public>

1. Login to the City of Columbus Vendor Services Site and register with the city of Columbus. Once that is completed and approved by the purchasing office, log back in and do the following:
2. Select **Questionnaires** from the Common menu located on the left navigation bar.
3. Next select EBO Quest. (this is the contract compliance application)
4. Question 1 will be displayed; Answer question 1 and select **Forward**.
5. Proceed through the questionnaire answering each question and selecting **Forward** to continue. Once you have reached and answered the last question select **End** to submit.
6. Then the questionnaire will be received by the ODI Office, reviewed and process within 2 business days or less. For additional questions regarding this process, contact the Office of Diversity Inclusion at 614-645-4764.

City of Columbus Home Page: www.columbus.gov

Bid Discount /Proposal Incentive Request Form

This Bid Discount/Proposal Incentive Request Form must be included with the bid and proposal and submitted no later than the bid or proposal due date. Please complete the sections that apply.

The Minority Business Enterprise (MBE) and Woman-Owned Business Enterprise (WBE) Programs provide a bid discount and proposal incentive points to eligible businesses seeking to bid on City of Columbus contracts as prime contractors/prime consultants. To be eligible for either the bid discount or the proposal incentive credits, the prime contractor must be certified with the Office of Diversity and Inclusion in the necessary work classification at the time the submittal is due.

The Proposal Incentive points apply to professional service solicitations/contracts. For these contracts, the prime contractor’s ethnicity and gender are part of the evaluation criteria. A prime contractor that is a minority-owned or a woman-owned business certified with the Office of Diversity and Inclusion in the relevant field of work is assigned 5 percentage points during the evaluation process. The Proposal Incentive points are used in scoring the proposals and ranking the submittals.

The Bid Discount applies to construction and goods and services contracts when the award is based on low bid, and the prime contractor is a minority or woman-owned business or a minority or woman-owned joint venture certified with the Office of Diversity and Inclusion in the relevant work classification. The Bid Discount is 5% for construction and goods and services bids, not to exceed \$50,000 on a single bid. The Bid Discount allows an original bid amount to be discounted by 5% for purposes of evaluating and determining the lowest responsive bid. The original bid amount is the basis for the contract award. For example, a \$100,000 bid with a 5% Bid Discount is evaluated at \$95,000. However, \$100,000 would be paid if the bidder eligible for the discount was the successful bidder.

For additional information about the Minority and Woman-Owned Business Enterprise Program, please visit the Office of Diversity and Inclusion’s website.

(Please Attach Copy of Current MBE/WBE Certification Approval Letter)

CERTIFICATION OF AFFIDAVIT		
The information provided is true and complete to the best of my knowledge and belief. I further understand and agree that this certification shall become a part of my contract with the Columbus of Columbus		
Bid Name:	Bid Number:	Bid Opening Date:
Contracting Department:	Bid/Project Manager Name (as listed in bid documents):	
Certified Prime Contractor/Consultant Authorized Signature & Date: X	Printed name of the authorized signatory: X	Business Name:
Office of Diversity and Inclusion Staff Authorized Signature Only		
Office of Diversity and Inclusion Official Authorized Designee Signature: X	Date:	Approved Not Approved



INFORMATION FOR BIDDERS

SPECIAL CONDITIONS

Special conditions included in the specifications, if inconsistent with provisions included in "Information for Bidders", shall take precedence over any provisions in "Information for Bidders" to the extent inconsistent.

SUBMISSION OF PROPOSAL

Responses must be entered and submitted electronically in the body of the RFQ. Some RFQs require pricing lists or additional documents to be attached to the RFQ response electronically. In rare instances documents require submission via regular mail delivery. Refer to the "Proposal Information" section of the specifications for instructions for submission. Any unauthorized conditions, limitations or provisions attached to the proposal may render the bid nonresponsive and result in its rejection.

ACCEPTANCE AND REJECTION

This proposal submitted by the bidder to the City of Columbus will be accepted or rejected within a period of 180 days from bid opening date. The City reserves the right to waive technicalities, and to request a rebid on the required material. If more than one item, prices shall be quoted on the units requested. However, each item shall be considered a separate bid and the City reserves the right to award a contract on each item separately or on all items as a whole or any combination thereof. Bidders whose proposal is made on an "All or None" basis must clearly state such fact in the proposals.

Each RFQ issued by the City shall state that the RFQ may be cancelled and that any RFQ response may be rejected in whole or in part when it is for good cause and in the best interests of the City.

WITHDRAWAL OF PROPOSALS

Bidders may withdraw their RFQ response at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his response for a period of 180 calendar days after said advertised closing time for the receipt of proposals.

DEFAULT PROVISION

In case of default by the bidder or the contractor, the City of Columbus may terminate and may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

SIGNATURE REQUIRED

By submitting this response electronically, bidder/proposer is affixing an electronic signature as defined by the Ohio Uniform Transactions Act. Said signature represents that he/she has the authority to bind the entity to the terms and conditions contained herein.

APPLICABLE LAWS

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, and wage theft prevention, are made a part hereof.

PRICING

Bidders are to quote firm or fixed prices for the duration of any contract which may be a result of this proposal unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the bid, the **UNIT PRICE** quoted will govern.

Quotations are requested F.O.B. destination. If quoted F.O.B. Shipping Point include freight estimate and full value insurance cost.

CONTRACT AND BOND

The bidder to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within ten days after receiving such contract for execution, and if specified in the legal notice, furnish a good and approved bond conditioned upon the faithful performance of the same. The proposal, contract, proposal bond, (if applicable), and performance bond (if applicable) shall be in the form herein specified.

If, at any time during the continuance of the Contract, any surety shall, in the opinion of the Finance & Management Director, become irresponsible, then said Director shall have the right to require additional and sufficient surety or sureties. The Contractor shall furnish the surety

or sureties to the satisfaction of the said Director, within ten (10) days after notice. In default thereof the default provision herein shall apply.

LIABILITY, INSURANCE, LICENSES AND PERMITS

Where bidders are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of bid award, the bidder will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or his agent) or any person the bidder has designated in the completion of his contract as a result of his bid.

Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

TAXES

Federal and/or State Taxes are not to be included in prices quoted. The successful bidder will be furnished an exemption certificate if needed.

SAMPLES

Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

DELIVERY

Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders or any part thereof, without obligations if delivery is not made within the time(s) specified. Delivery shall be made during normal working hours and to the destination shown on the proposal.

QUALITY

Unless otherwise stated by the bidder, the RFQ response will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded the 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.

CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addenda issued in relation to this bid document will be published on the City's Vendor Services website no less than five (5) working days prior to the scheduled bid opening date. In addition, to the extent possible, notice will be e-mailed to each person registered as having interest in the commodities selected for this bid. Total bid inquiry or specific item cancellations may be issued later than that time specified above.

WITHHOLDING OF INCOME TAX

All bidders are advised that in order for a contract to bind the City, each contract must contain the provisions found in Chapter 362 C.C.C. with regard to income taxes due or payable to the City of Columbus for wages, salaries and commissions paid to the contractor's employees as well as requiring those contractors to ensure that subcontractors withhold in a like manner.

CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Subsection (I) or (J) of O.R.C. Section 3517.13 are in full compliance with Subsection (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

PUBLIC RECORDS REQUESTS

The City of Columbus, as a political subdivision of the State of Ohio, is subject to Ohio Revised Code Chapter 149, known as the Ohio Public Records Law. Consequently, the Offeror understands that ALL documents submitted in response to this solicitation are considered public records and WILL be released when a public records request is

INFORMATION FOR BIDDERS

made by news media, competitors, or other interested parties, in accordance with the law. If you contend that certain CLEARLY MARKED portions of your response constitute an exception to Ohio's public records law, you MUST submit your legal basis in support of that assertion with your response.

If a public records request is made for any portion of the documents that you have submitted and you have NOT clearly marked such documents as information constituting an exception to Ohio's public records law, your information will be released immediately.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, AND you have submitted the legal basis supporting such claim, the City will release a redacted version of your information to the requestor and notify you that a request was made and that a redacted version of your response was released. Should the requestor indicate that the redacted version is not sufficient for their purposes, you then will be IMMEDIATELY responsible for obtaining an order from a Court of competent jurisdiction in Franklin County, Ohio enjoining release of your clearly marked information constituting an exception to Ohio's public records law.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, but you have NOT submitted the legal basis supporting such claim, the City WILL RELEASE your information to the requestor and notify you that a request was made and that your response was released.

DO NOT mark your entire response/submittal as information constituting an exception to Ohio's public records law. If your entire response/submittal is so marked, the City of Columbus will not consider your offer.

INFORMATION FOR BIDDERS (Continued)

IN THE EVENT OF A CONTRACT

1. Where applicable according to the specifications successful seller shall transfer and deliver to City goods which conform to the specifications.
2. The City shall accept from seller goods that conform to the specifications, and shall pay for the goods in accordance with the terms of an agreement, which may result from this proposal.
3. The risk of loss from any causality to the goods regardless of the cause of the casualty shall be on seller until the goods have been delivered at the address designated in the order and are approved after inspection by the City.
4. Seller warrants and represents that seller has absolute and good title to and full right to dispose of the goods, and that there are no liens, claims, or encumbrances of any kind against the goods, and at the time of delivery shall be free from any security interests or other lien or encumbrance.
5. If there is a breach by seller of the warranty against encumbrances granted by seller in an agreement, which may result from this proposal, the City shall have the option to cancel an agreement, which may result from this proposal.
6. Seller shall defend any action brought against the City so far as the action is based on a claim that the goods, or any part of the goods, furnished under an agreement which may result from this proposal constitutes an infringement of any patent of the United States or a trademark. Seller shall be notified promptly in writing of the action and be given authority, information, and assistance, at the expense of seller, for the defense of the action. Seller shall pay all damages and costs awarded in the action. In case the goods or a part thereof are held to constitute infringement and the use of the goods or part thereof is enjoined, seller shall, at the expense of the seller, either procure for the City the rights to continue using the goods, replace the goods or a part hereof with non-infringing goods of equal or better quality, modify the goods so that the goods become non-infringing while continuing to meet or exceed the original specifications, or retake the goods and refund the purchase prices and the transportation and installation costs of the goods at the option of the City.
7. Seller warrants that (1) the goods to be supplied pursuant to an agreement which result from this proposal are fit and sufficient for the purpose intended, (2) the goods are merchantable, of a good quality, and free from defects, whether patent or latent, in material or workmanship and (3) the goods sold to the City pursuant to an agreement which may result from this proposal conform to the specifications. The particular purpose of which the goods are required may be set forth in the specifications.
8. The benefit of any warranty made in an agreement which may result from this proposal by seller shall extend to the City and to the employees of the City, any employee of the City may bring an action directly against seller for damages or injuries sustained by the employee resulting from any breach of warranty by seller.
9. All goods ordered shall be subject to final inspection and approval at the facility of the City designated for delivery. Any goods, which do not conform to the order of the City, may be rejected by the City. The City may hold any goods rejected pending instructions from the seller or the City may return goods to seller at seller's expense.
10. If any tender or delivery by seller is rejected by the City for nonconformity, no notice of intention to cure can be effective unless it is received by the City agency within five (5) days after notice of rejection is sent to seller.
11. The liability of the City for either non-acceptance of conforming goods or repudiation of the agreement which might result from this proposal shall be limited to the difference between the market price at the time and place for tender of the goods and the unpaid sales price together with any incidental damages, but less expenses paid in consequence of the breach by the City.
12. An agreement which may result from this proposal shall not be modified or altered by any subsequent course of performance between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.
13. Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional,

willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.

14. The City will not indemnify the contractor and is prohibited from doing so.
15. This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.
16. The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.
17. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, epidemics, pandemics, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

LOCAL CREDIT

Pursuant to City of Columbus Ordinance # 2607-2012, in determining the lowest bid for a contract the local bidder credit will not be applied.

WAGE THEFT PREVENTION

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and seller is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code include suspension for three years, up to permanent disbarment.

CERTIFICATE OF TITLE ON EQUIPMENT

If applicable to this purchase, all documents required to obtain a State of Ohio Certificate of Title **must** be delivered to:

**Fleet Management Administrator
City of Columbus/Fleet Management Div.
4211 Groves Road
Columbus, Ohio 43232**

After signature by the Fleet Management Administrator, an original title is to be delivered to the above address within three (3) days. No payment for vehicles requiring a title will be authorized by the Fleet Management Administrator until a valid title is received.

REMEDIES

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

OFFERORS TERMS AND CONDITIONS

Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful bidder shall be notified as to which terms and conditions, if any, have been deleted.

PUBLICATIONS

The Contractor agrees to submit to the City's Contract Administrator all advertising, sales promotion, and other publicity matters relating to this Contract wherein the City's name is mentioned or language used from which the connection of the City's name therewith may, in the City's judgment, be inferred or implied. The Contractor further agrees not to publish, or use such advertising, sales promotion, or publicity matter without the prior written consent of the City except that may be required under law.

**City of Columbus, Division of Water
Sodium Chloride (NaCl)
Detailed Specifications**

1.0 SCOPE AND CLASSIFICATION

- 1.1 **Scope:** This proposal is to provide the City of Columbus with a Universal Term Contract (blanket type) to purchase approximately 2,000 tons annually of Sodium Chloride as an Ion Exchange agent for potable water at the City of Columbus, Dublin Road Water Plant. The proposed contract will be in effect from August 1, 2024 until July 31, 2025.
- 1.2 **Classification:** The successful bidder will provide, deliver and unload bulk quantities of Sodium Chloride. The supplier will also be required to provide specified safety training sessions. Bidders are required to be authorized dealers or distributors and show experience in providing the chemical as detailed in these specifications.
- 1.2.1 **Bidder Experience:** The bidder must submit an outline of its experience and work history in these types of materials for the past five years.
- 1.2.2 **Bidder References:** The bidder shall have documented proven successful contracts from at least four customers that the offeror supports that are similar in scope, complexity, and cost to the requirements of this specification.
- 1.3 For additional information concerning this bid, including procedures on how to submit a proposal, you must go to the City of Columbus Vendor Services web site at <http://vendors.columbus.gov/sites/public> and view this bid number.
- 1.4 The City has instructional videos to assist bidders at the portal. Tutorial videos are available to be viewed through You Tube or by clicking the following link:

https://www.youtube.com/channel/UCTlkkGNM7GHIITzogQVNJIA/videos?shelf_id=0&view=0&sort=dd

2.0 APPLICABLE PUBLICATIONS AND STANDARDS

- 2.1 **EPA Approval:** The product bid must comply with Ohio EPA Rule 3745-83-01 of the Ohio Administrative Code (most current version). Proof of ANSI/NSF certification must be provided with the bid.
- 2.2 **Delivery Regulations:** All deliveries (including any applicable samples) are to confirm fully to U.S.D.O.T. Hazardous Materials Regulations (Title 49 CFR Part 177).
- 2.3 **O.S.H.A. Training:** All safety training described herein must meet or exceed O.S.H.A. Hazard Communication 29CFR 1910.1200 paragraph (h).

3.0 REQUIREMENTS

3.1 General Information:

- 3.1.1 **Term:** The proposed contract shall be in effect from August 1, 2024 up to and including July 31, 2025.
- 3.1.1.1 **Annual Extension:** Subject to mutual agreement, the period covered by the ensuing contract, under the same terms and conditions stated therein can be extended for two additional one year periods, or portion thereof, at the same pricing and the same escalator clause.
- 3.1.2 **Pricing:** Bidders are to bid firm or fixed prices, FOB Destination, Freight Prepaid and Allowed. Unless otherwise stated all bids will be considered to contain the following escalator/de-escalator cause:

**City of Columbus, Division of Water
Sodium Chloride (NaCl)
Detailed Specifications**

- 3.1.2.1 Escalator Clause: No price adjustment shall be granted during the first six (6) months duration of an awarded contract. Thereafter no more than two such increases may occur within any year of the contract. In the event the supplier receives a general price increase in the cost of the finished product contracted for, due to increase in the cost of raw materials, labor, freight, etc., upon giving thirty (30) days prior notice and proper documentation as proof, said increase in addition to the unit price quoted herein, may be permitted, subject to the sole discretion of the City of Columbus Finance and Management Director. In the event any such increase is granted, no price adjustment shall be permitted on orders received by supplier which are in process or filled but awaiting shipment prior to the increase. All price decreases inure to the benefit of the City of Columbus. The written notice and following documentation shall be sent to: City of Columbus Purchasing Office, 5th Floor, 77 N. Front St., Columbus, Ohio 43215.
- 3.1.2.2 **Price Documentation:** The supplier shall submit the following documentation with each request for a price increase:
- 1) Copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the supplier and the corresponding increase; and
 - 2) Copies of correspondence sent by the supplier's supplier explaining the source of the increase in such areas of raw materials, freight, fuel or labor, etc.; and
 - 3) Copies of excerpts from business publications, market quotations or trade journals recognized as being representative of their particular trade or industry, that indicate a trend toward an increase in the current market for the commodities under the awarded contract.
- 3.1.2.3 **Right of Cancellation:** If at any time during the term of the contract the supplier's total request(s) for a price increase(s) are greater than fifteen percent (15%), the City of Columbus may cancel this agreement with thirty (30) days written notification.
- 3.1.3 **Quantity Estimate:** The quantity shown below is an estimate of the annual needs of the City under this contract and are for bidding purposes only. This estimate is not to be construed as representing an actual order for that amount, or a guarantee that any minimum amount will actually be purchased. The City reserves the right to purchase up to twice the estimated quantity.
- 3.1.3.1 Dublin Road Water Plant 2,000 tons
- 3.2 **Bidder Requirements:** The City will use the requirements of this section to determine if each bidder meets the minimum standards to be considered a responsible bidder. **Please print, complete and attach** Reference pages and attach any supplemental pages as may be necessary to meet these requirements. **For instructions on how to attach a document to your bid, go to page 36 of the Vendor Services User Guide.**
- 3.2.1 **Experience Required:** Documentation shall include (at a minimum) information meeting the following criteria.
- 3.2.1.1 **Equipment and Warranty Capabilities:** Bidders must document, and submit in a letter attached to the bid, their capability of providing the chemical specified herein.

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Sodium Chloride (NaCl)
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- 3.2.1.2 **Supplier Relationship:** The offeror shall provide the history of their relationship with manufacturer(s) that will potentially be providing these types of equipment/parts and warranty service for the past five years, including but not limited to the following:
a) Length of the relationship
b) Level of the relationship
c) A brief history of the relationship
- 3.2.2 **References:** The offeror shall have documented proven successful contracts from at least four customers that the offeror supports that are similar in scope, complexity, and cost to the requirements of this specification.
- 3.2.2.1 **Contact Information Required:** The reference contact information shall include the customer name, customer e-mail address, street address, telephone number, fax number, contact name and equipment purchase date.
- 3.2.3 **Subcontractor Information Required:** If subcontractor(s) are to be used, please list names, addresses, telephone numbers and a contact person for each subcontractor. All subcontractors must have valid contract compliance certification.
- 3.2.3.1 **Subcontractor Contact:** Should the offeror use subcontractors, the City shall use the offeror as the primary contact point.
- 3.3 **Chemical Requirements:**
- 3.3.1 **Acceptable Material:** This material shall be Sodium Chloride in solar or evaporated form and must contain a minimum purity of 99%, suitable for use in water treatment. Must be ANSI/NSF approved for the regeneration of water softeners. Product must be granular or crystal form, or solar pellets.
- 3.3.2 **EPA Approval:** The product bid must comply with Ohio EPA Rule 3745-83-01 of the Ohio Administrative Code (most current version).
- 3.3.2.1 **Proof of Compliance:** Proof of compliance, including but not limited to, ANSI/NSF certification, MSDS/SDS, and complete lab analysis must be submitted with the bid.
- 3.3.3 **Penalty:** All materials furnished as a result of this proposal shall meet or exceed all standards and restrictions as specified within. If, under any circumstances, the Bidder fails to supply materials meeting the specifications, the City shall have the right to require him to remove the substandard materials, and shall also have the right to purchase correct materials from any source from whom they may be then available, with the increase in cost, if any, to be paid by the bidder.
- 3.4 **Safety Training:** The Supplier will be required to provide safety training sessions complying with the needs of the City as specified in this section.
- 3.4.1 **Scope of Safety Training:** Specific areas of training that are required to be addressed are: physical and health hazards, emergency procedures, safe work practices, proper disposal, handling-unloading procedures, MSDS explanation, and labeling requirements. All training must meet or exceed O.S.H.A. Hazard Communication 29CFR 1910.1200 paragraph (h).
- 3.4.2 **Instructor:** A qualified instructor with hands-on experience of specified chemical's usage in water and/or waste water applications shall perform all training. Supplier is required to

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submit to the City documentation of all proposed instructors' credentials, including instructor's experience and references, for approval by the City.

- 3.4.3 **Session Plans:** The supplier shall also submit to the Department of Public Utilities Safety and Training Offices, a session plan including but not limited to specific instructional objectives, training material pamphlet(s), audio visual needs required, hands-on training (if applicable), question and answer period and a post training quiz. These plans shall also be submitted to, and approved by, the Ohio EPA for Contact Hours as specified by the Ohio Administrative Code No. 3745-07-01 (most current version).
- 3.4.4 **Scheduling:** One training session is to be given at each facility listed under "Delivery Address" (5.2.6) at a date coordinated by the Department of Public Utilities Safety and Training Offices, and annually thereafter. In addition, the City requires that an additional session be provided every 90 days through the duration of contract at one central location to be determined by the City. The City reserves the right to waive this requirement based solely upon the needs of the City. The City of Columbus may videotape the training sessions for training/retraining its employees.
 - 3.4.4.1 **Additional Sessions:** Some facilities may require off hours training for second, third, or swing shift employees. At date(s) and time(s) coordinated by the Department of Public Utilities Safety and Training Offices and the Supplier, additional training session(s) shall take place. A line item is provided for the bidder to include any additional cost per session this may require.
- 3.4.5 **Cancellation:** Supplier must give 72 hour notice of cancellation of a scheduled session to avoid potential back charges by the City. If an approved instructor is not present at a scheduled session, there shall be no session and the supplier may be back charged for any costs incurred by the City. It is recommended that if at all possible, suppliers submit credentials for more than one instructor to avoid cancellation of a session due to instructor's personal emergency or illness.
- 3.5 **Environmental Management System:**
 - 3.5.1 **Environmental Policy and Environmental Management System Awareness:** The Bidder has reviewed the City of Columbus Environmental Policy and the document entitled "DPU Consultant/Contractor/Vendor Environmental Management System Awareness Procedure." These documents are posted on the DPU's EMS webpage at ems.columbus.gov.
 - 3.5.2 **HAZCOM Information Transfer:** Upon awarding of the contract and before any deliveries, a representative of the Bidder will meet with representatives of each plant to view the work area and exchange Hazard Communication materials.

4.0 SAMPLING, INSPECTION AND TEST PROCEDURES

- 4.1 **Inspection:** The City reserves the right to conduct AWWA endorsed laboratory testing of any or all deliveries.

5.0 PREPARATION FOR DELIVERY:

- 5.1 **Ordering Procedure:**

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5.1.1 **Written Orders:** Bidders must provide toll-free telephone numbers for placement of orders. These may be either 800 toll-free numbers or collect call numbers. Fax numbers and E-mail addresses must also be supplied for the ordering of chemicals. It is up to each plants management which procedure will be used for ordering.

5.1.2 **Delivery times:** Each facility shall advise the successful bidder of the day, time and conditions for deliveries.

5.2 **Delivery Procedure:**

5.2.1 **Security Seals:** All bulk tank truck deliveries must be sealed with security tags. All sealing systems must utilize a serial number or numbers specific for each delivery. Serial numbers for each delivery must be FAXED and/or e-mailed to the delivery location before receipt of materials. Any shipments received without prior notification of serial number will be rejected. All inlets and outlets must be sealed.

5.2.2 **Scale Tickets:** All deliveries must be accompanied by scale or weigh tickets stating gross, tare and net weights of the trailer, such that it is clear how much material is being delivered. Deliveries will not be accepted and payment will not be made without them.

5.2.3 **Lab Analysis:** All deliveries must be accompanied with a complete lab analysis specific to the delivered shipment.

5.2.4 **Regulatory Compliance:** All deliveries (including any applicable samples) must be accompanied by any pertinent MSDS or SDS and conform fully to USDOT Hazardous Materials Regulations (Title 49 CFR Part 177).

5.2.5 **Delivery:** Deliveries shall be in closed, bulk tank trucks equipped with on board airlift unloader.

5.2.6 **Delivery Address:** The following addresses are the Division of Water authorized facilities for delivery of any item(s) addressed in this bid proposal:

Dublin Road Water Plant
940 Dublin Road
Columbus, Ohio 43215
(U.S. 33 west of SR-315)

5.2.7 **Plant Construction:** Deliveries may be delayed or inconvenienced due to construction work on plant grounds. No additional compensation shall be due the Supplier for said conditions.

5.2.8 **Delivery Routes:** Truck deliveries made between 6:00 a.m. and 8:00 p.m., Monday through Friday, must use the following highways:

I-70	I-71	I-270	I-670	US-23	US-33
US-40	US-62	SR-16	SR-104	SR-161	US-315

5.3 **Carriers:**

5.3.1 **Contamination Free:** All chemical transport equipment shall be clean and free from any contamination caused by substances other than the chemical being delivered.

5.3.2 **Unloading Responsibilities:** Transport carriers shall be responsible for the unloading of bulk chemicals into the storage tanks. In the delivery of drums, bags, or pallets of

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chemicals, the carrier's responsibility will be limited to goods being located on the tailgate of the vehicle.

- 5.3.3 **HAZCOM Training:** The Contractor will comply with the Hazard Communication Program for City of Columbus. Upon awarding of the contract and before any deliveries, a representative of the Contractor will meet with representatives of each plant to view the work area and exchange Hazard Communication materials.
- 5.3.4 **Safety Compliance:** All transport carrier employees shall comply with each facility's safety policies (i.e. chemical unloading permits), safe work practices, and required use of personal protective equipment.
- 5.3.5 **Personal Protective Equipment:** Two (2) weeks prior to the first delivery, the successful bidder shall mail or fax each Water treatment Plant a list of the required personal protective equipment (PPE) that is to be donned by each carrier while unloading the chemical. The city will not provide the PPE to the carriers. Carriers who do not have the correct PPE or refuse to wear the required PPE will not be able to unload the chemicals.
- 5.3.6 **MSDS/SDS:** Material Safety Data Sheets (MSDS) or Safety Data Sheets (SDS) must be provided with the bid and with each load of chemical entering city property.
- 5.3.7 **Spills:** The contractor will be responsible for any cost occurring due to spillage caused by the carrier while on city property.
- 5.4 **Invoices:**
 - 5.4.1 **Invoice Address:** All invoices shall be submitted to the address provided on each Purchase Order.
 - 5.4.2 **Invoice Content:** Each invoice shall show the City P.O. number, the product number, the quantity, a brief identifying description of the item, a method to tie the invoice to the receiving ticket, the unit price and the total amount.

6.0 **NOTES**

- 6.1 **Universal Term Contract:** This proposal is bidder's offer to sell the item(s) set forth on the on the Request for Quotation at the price(s) quoted by bidder thereon, under the terms and conditions of these bid documents. An estimated quantity is set forth in the Detailed Specifications. Bidder is to take notice that the City makes no warranties or representations that the estimated quantity, or any quantity at all, will be ordered by the City even though bidder's proposal is accepted by the City and a firm offer for sale executed.

If bidder's proposal is accepted by the City and the firm offer for sale is executed the bidder is to take further notice that no act, failure to act, or order placed by the City shall constitute an order or contractually bind the City without the proper certificate by the City Auditor that funds sufficient for full payment due on any order are available. Each order placed under the firm offer for sale shall require execution of a purchase order. Therefore in consideration of one (1) dollar received by the awarded bidder, said bidder shall offer to sell buyer, City of Columbus, who shall have the Contract Term to exercise this option to purchase, at the price and on the terms set forth in this bid proposal. The City shall not be precluded from buying the same or similar items from other suppliers.

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- 6.1.1 **Written Purchase Order:** Written Purchase orders may be established for various City Agencies referencing the terms of this contract and specifying delivery locations. Written Purchase Order(s) will represent a maximum obligation for the City of Columbus over a particular time period. The City may spend all, part or none of the funding noted on the Purchase Order. This Purchase Order shall not be construed as an actual order to manufacture, ship or provide any items or services. Rather, written Purchase Order(s) enable properly authorized City agency personnel to make purchases on an "as needed" basis per this contract. Any number of written purchase orders may be used at the discretion of the City to increase or decrease available funds during the term of the agreement. At no time shall the maximum obligation of the City agency exceed the cumulative dollar amount of associated purchase orders. Any available funds balance not obligated by the City for accounts payable on items/work ordered on or prior to that date shall be cancelled after that date.
- 6.2 **Online Bidding Instructions:**
- 6.2.1 **Instructions:** Bidders are required to respond to every item number either in the form of a bid price or as a "No Bid". Failure to do so may be used as a basis for rejection of the bid. **Bidders are to indicate either in the Comment Field or via attachments which form of Sodium Chloride they are bidding.**
- 6.2.2 **Unit of Measure:** BIDS, BILLS OF LADINGS, DELIVERY DOCUMENTS, INVOICES, AND PAYMENTS SHALL BE BASED ON A FIXED PRICE PER DRY TON OF DELIVERED PRODUCT.
- 6.2.3 **Delivery days after Order:** Time is of the essence for ordering. Bidder shall state in an attachment or in the comment field the Lead Time expressed as the number of calendar days after receipt of order that delivery will be made. Vendors shall state actual delivery time in calendar days. Delivery time may be a factor in determining award of bid. Failure to deliver in the days proposed may lead the City to consider the contract holder in partial or full breach of the contract.
- 6.2.4 **Minimum Order:** The bidder shall state in the Comment section any minimum quantity required for delivery. If no quantity is specifically stated, it will be presumed that no minimum quantity is required for delivery. Any minimum quantity stated by the Bidder however, may be used by the City in evaluation of the bid.
- 6.3 **Correspondence:** All correspondence and documentation concerning this contract shall be sent to:
City of Columbus, Purchasing Office
77 N. Front St., 5th Floor
Columbus, Ohio 43215
Attn: Lori Bells
lsbells@columbus.gov
- 6.3.1 **Correspondence Copies:** Copies of all correspondence generated by contract awardee regarding quantity, delivery, pricing, analysis, etc. shall be submitted to:

Dublin Road Water Plant
940 Dublin Rd.
Columbus, Ohio 43215
Attn: Mark Smith
Or mwsmith@columbus.gov
- 6.4 **Attachments:** For instruction on attaching documents to online quotes, please see page 36 of the "City of Columbus Vendor Services User Guide", made available through the Vendor Portal.

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REFERENCES

The bidder must briefly document its capabilities and submit an outline of its experience and work history in Sodium Chloride for the past five years by submitting the contact information of References from four (4) separate equipment sales. References should consist of projects of a similar scope, complexity, and cost.

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Equipment purchase date: _____

Equipment Provided/ Warranty Service Performed:

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Equipment purchase date: _____

Equipment Provided/ Warranty Service Performed:

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Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Equipment purchase date: _____

Equipment Provided/ Warranty Service Performed:

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Equipment purchase date: _____

Equipment Provided/ Warranty Service Performed:

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SUBCONTRACTORS INFORMATION (IF APPLICABLE)

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Work performed from _____ to _____

Work Performed: _____

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Work performed from _____ to _____

Work Performed: _____
