

# INVITATION TO BID

State of Ohio  
Department of Administrative Services  
General Services Division  
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER	OPENING DATE (1:00 p.m.)	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
RS901611	MARCH 30, 2011	CITY STATE ZIP	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
		CONTRACTOR'S E-MAIL ADDRESS	
REQ./INDEX NO. GDC043	BID NOTICE DATE MARCH 8, 2011		
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.			
<b>MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081</b>			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:			
<b>CHEMICALS FOR TREATMENT OF WATER AND WATER SANITATIONS</b>			
<u>TERM OF CONTRACT:</u> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>05/01/11</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>04/30/14</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.			
<u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS</u> , Revised 10-01-07, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: <a href="#">Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions</a> . All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.			
By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.			
Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at <a href="http://www.ohio.gov/procure">www.ohio.gov/procure</a> . All questions should be submitted a minimum of five (5) working days prior to the bid opening date.			
PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)		DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

## REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

**A. DOMESTIC PREFERENCE (BUY AMERICA):** [Not applicable to "Excepted Products"]

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?  
 United States: \_\_\_\_\_(State)     Canada     Mexico    (Go to B-1)  
 Other: (Specify Country)\_\_\_\_\_ (Go to A-2)
2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.  
 Yes (Go to Section B-1)     No (Go to Section A-3)
3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.  
\_\_\_\_\_(Item) \_\_\_\_\_(Country of Origin)  
\_\_\_\_\_(Item) \_\_\_\_\_(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

**B. OHIO PREFERENCE (BUY OHIO):**

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.  
 Yes (Go to C)     No (Go to B-2)
2. Bidder has significant economic presence within the state of Ohio.     Yes (Answer a, b, c, d below)     No (Go to B-3)
  - a) Bidder has paid the required taxes due the state of Ohio     Yes     No
  - b) Bidder is registered with the Ohio Secretary of State  
 Yes (Charter/Registration No.: \_\_\_\_\_)     No  
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:  
<http://www.sos.state.oh.us/>
  - c) Bidder has ten or more employees based in Ohio or border state.     Yes     No (Go to B-2d)
  - d) Bidder has seventy-five percent or more employees based in Ohio or border state.     Yes     No (Go to B-3)
3. Border state bidder:  
 Yes (Specify which state then go to B-2c):  KY     MI     NY     PA     IN     No (Go to B-4)
4. Border state bidder: mined products mined in respective border state     Yes     No     Not Applicable



**C. E.D.G.E. DESIGNATION**

Bidder is certified E.D.G.E. business     Yes     No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:  
<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

**D. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)**

The Bidder being awarded this Contract must:

1. review the Terrorist Exclusion List at [http://www.publicsafety.ohio.gov/links/terrorist\\_exclusion\\_list.pdf](http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf)
2. complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

**SPECIAL CONTRACT TERMS AND CONDITIONS**

**SUPPLEMENTAL BID:** Any award made as a result of this bid will become a part of Contract No. RS901511 effective 05/01/11.

**AMENDMENTS TO CONTRACT TERMS AND CONDITIONS:** The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

**DELIVERY AND ACCEPTANCE:** Supplies will be delivered to the participating agency within twenty-one (21) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

**MINIMUM ORDER:** No order shall be placed against a contract awarded pursuant to this bid for less than twenty-five (\$25.00) dollars. The minimum dollar value of any order placed against a contract awarded pursuant to this bid for delivery F.O.B. destination, transportation charges prepaid, at any one time to one destination, shall not be less than one hundred fifty (\$150.00) dollars.

**TRANSPORTATION CHARGES:** Any item(s) ordered from a contract awarded pursuant to this bid shall be shipped F.O.B. destination, freight prepaid, unless noted in a Minimum Order clause above. Shipment shall be made to any state agency, state vocational school, state university, state community college or any properly registered cooperative purchasing participants located within the state of Ohio.

**ON ORDERS TOTALING LESS THAN ONE HUNDRED FIFTY (\$150.00) DOLLARS:** Shipment is to be made by freight, parcel post, express or commercial package delivery, whichever is the most economical method for proper delivery of the item F.O.B. destination. The cost of transportation from the Contractor's address to the destination on such orders shall be prepaid and added to the invoice.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will award one (1) award per line item. Line item award will be determined by multiplying the Unit Price which will include FOB Dest. Freight Prepaid by the estimated usage listed in the bid unless otherwise noted. Although there will be separate line item awards made, bidders are eligible to receive awards of multiple line items providing he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within the line items.

**CONTRACT AWARD:** There will be one (1) award per line item to the lowest responsive and responsible bidder meeting all bid specifications and requirements.

**MATERIAL SAFETY DATA SHEET:** The Contractor shall provide, with all initial shipments, Material Safety Data Sheet (MSDS). The MSDS shall verify the Contractor's compliance with OSHA's Hazard Communications Standard 29 CFR 1910.1200.

**PRODUCT SAMPLES:** The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

**AFFIDAVIT OF COMPLIANCE OR CERTIFIED ANALYSES:** As part of the evaluation the State may require (1) an affidavit from the manufacturer or supplier that the product furnished under these specifications complies with all applicable requirements of ANSI/AWWA standards; (2) certified analyses of the product furnished by the manufacturer or supplier, covering such items as required; or (3) both. Cost, if any, for such affidavit or analyses shall be the responsibility of the manufacturer or Contractor.

**DOCUMENTATION:** The following documentation is requested to be submitted with your bid. If not, the bidder must provide the said documentation within seven (7) business days, after notification, to the Office of State Purchasing. Failure to provide the documentation, as applicable, within the stated time period may result in the bidder being deemed as not-responsive for applicable item(s).

- A. **Technical Data Sheet(s):** Bidder should provide, with the bid response, a technical data sheet for each product offered in their bid response. Failure to submit technical data sheet(s) may deem your bid not-responsive for applicable item(s).
- B. **Material Safety Data Sheet(s):** Bidder should submit, with the bid response, a Material Safety Data Sheet (MSDS) for each product offered on the bid. The MSDS' shall be designed to meet OSHA requirements pursuant to any hazardous effect which may be caused due to any chemical compound and/or formulation of the product offered. If the chemical composition of the compound(s) offered on the bid does not contain any hazardous effect, the MSDS must indicate same. Failure to submit MSDS' may deem your bid not-responsive for applicable item(s).
- C. **Product Label(s):** Bidder should submit a product label for each product offered on the bid. Label should indicate directions for use, recommended usage, and precaution statements. If the product label does not indicate the recommended usage, such information shall be provided on some other documentation (e.g. technical data sheet). Such documentation shall not have been specifically printed for the state of Ohio and shall be information which is freely available as offered to other public and private commercial users. Failure to submit label(s) may deem your bid not-responsive for applicable item(s).
- D. **Letter:** Bidder should submit a letter, signed by a duly authorized officer, attesting that the bidder has sufficient inventory capacity to meet the delivery requirements of the bid and that all products offered in the bid response meet or exceed bid specifications. Failure to submit letter may deem your bid not-responsive.

**FIXED-PRICE WITH ECONOMIC ADJUSTMENT:** The contract prices(s) will remain firm for the first six (6) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc. Additional supportive documentation should include invoices from sub-contractors, transportation, or raw material suppliers as applicable. Contractors shall retain copies of invoices from material suppliers for the duration of the contract and may provide copies upon request as justification.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to the provisions of Article 6, "Contract Terms and Conditions".

**COOPERATIVE PURCHASING CONTRACT:** This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

**CONTRACTOR QUARTERLY SALES REPORT:** The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services  
General Services Division, Term Contract Program  
4200 Surface Road  
Columbus, OH 43228-1395

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

**CONTRACTOR REVENUE SHARE:** The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services  
General Services Division – Term Contract Program  
4200 Surface Road  
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

**FEDERAL TAXPAYER IDENTIFICATION NUMBER:** The Department of Administrative Services (Department) requires Contractors and Contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those Contractors and Contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a Contractor or Contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

**USAGE REPORTS:** Every three (3) months the Contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Peggy J. Canada, CPPB.

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## SPECIFICATIONS

### I. SCOPE AND CLASSIFICATION

This bid and any resulting contract, is issued to obtain various chemicals (water treatment, laundry, boiler water sludge conditioning, re-circulating cooling water system, etc.) for various state agencies and members of the Cooperative Purchasing Program.

### II. APPLICABLE PUBLICATIONS

Where applicable, unless otherwise stated in these specifications, the following standards form a part of these specifications.

- A. Federal Specification BB-C-1206, Liquid Chlorine.
- B. ASTM E-412 - Assay of Liquid Chlorine, Zinc Amalgam Method.
- C. DOT - 49-CFR-171-190, and 40-CFR
- D. Military Specifications - MIL-V-2; Value, Cylinder.
- E. American Water Works Association, Standard B301-92 for Liquid Cl<sub>2</sub>.
- F. American Water Works Association, Standard B512-91 for Sulfur Dioxide

### III. REQUIREMENTS

#### A. Sulfur Dioxide

1. Use: - This specification covers liquefied sulfur dioxide for use as a dechlorination agent in the treatment of waste water sanitation.
2. Composition - Liquefied sulfur dioxide shall be 99.9% pure by volume and in liquid state containing no more than 100 ppm water. The liquefied sulfur dioxide shall be as free as possible from film forming impurities and shall not contain excessive concentrations of any impurities that may cause operating difficulties as dangerous conditions.
3. Containers - Sulfur dioxide cylinders shall be seamless with a capacity of 150 lb. and shall be approved by the Federal Dept. of Transportation. All cylinders, including valves, shall be inspected and purged of all dirt, and/or other foreign materials prior to refilling. Defective cylinders shall not be used for refilling and all cylinders shall have steel valve protection hoods. All cylinders shall be stamped with the appropriate identification information, hydrostatic test dates, and proper warning labels as required by the Federal Dept. of Transportation and the Bureau of Explosives.
4. Container Maintenance - The Contractor shall be responsible for the proper maintenance of sulfur dioxide cylinders in compliance with 49 Code of Federal Regulation 170. Defective cylinders, including valves, shall immediately be repaired and/or replaced as requested by the ordering agency.
5. Capacity - Containers shall be filled to rated capacity. The weight of sulfur dioxide supplied in each container shall be the difference between the filled weight and the unfilled tare weight of the container.

#### SPECIFICATIONS (Cont'd.)

6. Packaging & Packing - The sulfur dioxide shall be packaged and transported to the destination in accordance with Federal Dept. of Transportation regulations with Proper Shipping Name (PSN) and DOT Classification Sulfur Dioxide, Liquefied, Class 2.3, UN 1079, Poison – Inhalation Hazard Zone C.

#### B. Chlorine Gas

1. Use: - This specification covers dry chlorine in liquid state for use in the treatment of water and waste sanitation.
2. Composition - Dry chlorine shall be 99.5% pure by volume and in liquid state containing no more than 150 ppm water. The liquid chlorine shall be as free as possible from film forming impurities and shall not contain excessive concentrations of any impurities that may cause operating difficulties as dangerous conditions.
3. Containers - Chlorine cylinders shall be seamless with a capacity of 150 lb. and shall be approved by the Federal Dept. of Transportation. All cylinders, including valves, shall be inspected and purged of all dirt, and/or other foreign materials prior to refilling. Defective cylinders shall not be used for refilling and all cylinders shall have steel valve protection hoods. All cylinders shall be stamped with the appropriate identification information, hydrostatic test dates, and proper warning labels as required by the Federal Dept. of Transportation and the Bureau of Explosives.
4. Container Maintenance - The Contractor shall be responsible for the proper maintenance of chlorine cylinders in compliance with 49 Code of Federal Regulation 170. Defective cylinders, including valves, shall immediately be repaired and/or replaced as requested by the ordering agency.
5. Capacity - Containers shall be filled to rated capacity. The weight of chlorine supplied in each container shall be the difference between the filled weight and the unfilled tare weight of the container.
6. Packaging & Packing - The chlorine shall be packaged and transported to the destination in accordance with Federal Dept. of Transportation regulations with Proper Shipping Name (PSN) and DOT Classification Chlorine, Class 2.3, UN 1017, Poison – Inhalation Hazard Zone B.

#### IV. PACKAGING AND DELIVERY REQUIREMENTS

- A. Unless otherwise specified, all chemicals shall be packed in containers (drums, bags, etc.) to assure carrier acceptance and safe arrival at destination, at the lowest transportation rate, for such supplies. Containers shall be in compliance with Uniform Freight Classification or National Motor Freight Classification and/or Department of Transportation, as applicable.
- B. Packaging and shipping of Sulfur Dioxide and Liquid Chlorine shall be in approved containers as outlined in the American Water Works Association (AWWA) standards and in accordance with Department of Transportation regulations.

#### V. WORKMANSHIP

All liquid chemicals specified herein shall be blended properly and shall not indicate precipitation. Composition, specified by the Contractor, shall be maintained throughout the life of this contract. Products not meeting the workmanship requirements shall be returned to the Contractor at his own expense.

**Bid Automobile Liability Checklist:**

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00. (This number may be increased as necessary.)
- Goods/Services will be delivered via common carrier.
- No employee or representative of the Contractor will have cause to be on state property to make deliveries or to perform services.

**DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES** (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of Sub Contractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

PRICING SCHEDULE

YOUR BID:

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by State Procurement and not used in the evaluation and any subsequent award.

ITEM ID NO.	DESCRIPTION	ANNUAL EST. USAGE	CONTAINER CAPACITY	MANUFACTURER & BRAND NAME	* CYLINDER DEPOSIT IF APPLICABLE	UNIT PRICE - FOB DEST. FREIGHT PREPAID
18041	Sulfur Dioxide	60 Cyl.	150 lb. Cyl.		\$ Ea.	\$ per 150 lb. Cyl.
18042	Chlorine Gas	460 Cyl.	150 lb. Cyl.		\$ Ea.	\$ per 150 lb. Cyl.

Product contains recycled material: Y/N \_\_\_\_\_, if yes, \_\_\_\_\_% content

Product packaging contains recycled material Y/N \_\_\_\_\_, if yes, \_\_\_\_\_% content

\* Not used for evaluation purposes