

BID INSTRUCTIONS

City of Defiance Water Division

BIDDING INSTRUCTIONS:

- Each bidder is required to complete and submit this original bid form/specification sheet, if bidding on this chemical.
 - *You are required to bid in pounds, gallons, or tons as requested on Bid Form. **We do not convert bids.***
 - *Only return Bid Form of chemical(s) you are bidding on and any necessary items related thereto.*
 - *Do not return Bid Form showing "No Bid."*
 - *Bidders List Retention is maintained with a good working e-mail address. Addresses only deleted upon being returned as undeliverable. **You are responsible to keep the right e-mail address in our system.** If there are changes, e-mail changes to nandrist@cityofdefiance.com.*
- Failure to meet all of the required specifications and/or failure to supply all requested documentation may result in rejection of any bid.
- The City reserves the right to accept or reject any and all bids.
- **Bids will be received at Water Division Office 2nd Floor, 1356 Baltimore St., Defiance OH 43512-1904 up to one-half hour before bid opening time.**
- Any Bidders wishing to attend the bid opening may deliver their bids at the bid opening, provided that they are received by the City prior to the opening of the first bid.
- A bond must accompany each bid packet in the sum of \$500 as surety for the execution of the purchase agreement (*See Legal Notice for details*).
- Bid Tabulations will not be mailed back to Bidders. Once the tabulation is confirmed, it will be posted online at: <http://cityofdefiance.com/divisions/engineering/project-bids/>

SECURITY/DELIVERY REQUIREMENTS:

The vendor/supplier will be made aware of, and be required to comply with, any security and delivery requirements of the City which are currently in effect or that are introduced at a later date. Some typical security items are as follows:

1. All chemical shipments will require authorization for delivery at least two (2) days prior to the delivery date. **Delivery times will be from 8am-3:30pm Monday through Friday (unless authorized by plant personnel).** The Water Plant is a gated facility and no overnight or extended on-site parking will be permitted.
2. The identity of the vendor, driver, and serial numbers of the tanks in the shipment will be identified by the vendor at least two (2) days prior to delivery. The driver will be required to show a picture ID prior to accepting delivery.
3. The driver will be escorted while on-site or the truck/driver will be under video surveillance.
4. The driver will have restricted access to the site and the driver will use only the bathroom and waiting area designated by the City during transfer and paperwork activities.
5. The City reserves the right to be informed of the identity of the vendor's driver before delivery and may perform a background check on that driver.



Mike McCann, Mayor
Ryan Mack, City Administrator
John W. Lehner, Finance Director
Sean C. O'Donnell, Law Director

LEGAL NOTICE FOR BIDS

Sealed bids will be received by the Water Superintendent of the City of Defiance, Ohio, until **Wednesday, February 1, 2023**, for Water Division 2023 Granular Activated Carbon Bids. **ALL PROPOSALS** for this Bid shall be sealed and endorsed on the envelope, **"Water Division 2023 GAC Bids"**, and **SENT TO Defiance Water Division, 1356 Baltimore St., Defiance, Ohio 43512-1904** or **DELIVERED TO the Water Division Office 2nd Floor, 1356 Baltimore St., Defiance, Ohio by 12:30 PM Local Time, Wednesday, February 1, 2023**. Bidders who wish to attend the bid opening may deliver their bids at the bid opening, provided that they are received by the Water Superintendent (or designee) prior to the opening of the first bid.

Water Division bid proposals will be publicly opened and read at **1:00 PM Local Time on Wednesday, February 1, 2023**, in the Conference Room located in the City Service Building, 631 Perry St., Defiance, Ohio.

All bid proposals must be submitted on the Bid Form furnished with the specifications. Each bid proposal must contain the full name of every person or company interested in same. Specifications and bidding blanks may be picked up at the Water Division Office or may be obtained online at:

<http://cityofdefiance.com/divisions/engineering/project-bids/>

Each proposal must be accompanied by a bond with an approved Surety Company, in the sum of \$500.00, as surety for the execution of the Purchase Agreement. A certified check on a solvent bank, drawn and made payable to 'The City of Defiance, Ohio' in the sum of \$500.00 will be accepted in lieu of said bond. Said certified check or bond must be enclosed in the sealed bid envelope. Should any bid proposal be rejected, such certified check or bond shall be returned to the bidder, and should any bid proposal be accepted, such certified check or bond will be returned upon proper execution and securing of the Purchase Agreement.

The City of Defiance, Ohio, reserves the right to reject any and all bids, and to award to the lowest responsive and responsible bidder, and to waive any irregularities in bidding.

By order of ... THE CITY OF DEFIANCE
Ryan Mack
City Administrator

Dated: January 11, 2023

Advertise: Thursday, January 19, 2023
Thursday, January 26, 2023

**CUSTOM REACTIVATED GRANULAR ACTIVATED CARBON (GAC)
EXCHANGE SPECIFICATIONS - 12x40 MESH GAC**

1. SCOPE OF WORK

This specification section is for the supply of Granular Activated Carbon (GAC) services as follows:

- a. Furnish all labor, materials, equipment, and supervision of the removal, transport, and disposal of spent GAC from the filters, and the supply and installation of virgin GAC into the filters;
- b. Furnish all labor, materials, equipment, and supervision for the removal and transport of spent GAC from the filters to a custom reactivation facility, and for the reinstallation of the custom reactivated GAC back into the filters.

Whenever a brand name is mentioned in the bid request, the naming of the item is intended to establish the type, function, performance, and quality required.

2. BID CHECKLIST

- a. All bids must include the following:
 - i. Mandatory Pre-Bid Site Inspection Sign-off sheet
 - ii. Affidavit of Compliance: 20 Year virgin GAC manufacturing experience
 - iii. Affidavit of Compliance: Owner of two (2) exclusively dedicated potable reactivation facilities
 - iv. Confirmation of comprehensive general liability insurance
 - v. Ten (10) references for reactivated GAC
 - vi. Source of coal, carbon manufacturing location, and description of the reagglomeration/thermal manufacturing process
 - vii. Affidavit of Compliance: All make-up GAC is 100% virgin, 100% bituminous coal-based reagglomerated material
 - viii. Pricing sheet

3. PRE-BID SITE INSPECTION

- a. Each bidder shall visit the site and inform themselves of all existing conditions. Proof of site visitation is mandatory and must be attached to bid documents. The incumbent supplier is excluded from this requirement.
- b. A failure to comply with site inspection requirements is considered “non-responsive” which results in a rejection of the bid.

4. BIDDER'S QUALIFICATIONS

- a. Bids will only be accepted from manufacturers of bituminous coal-based reagglomerated activated carbon. Manufacturing facility must be located in the United States.
- b. Bidders shall have a minimum of 20 years experience manufacturing virgin GAC and shall submit proof via a Manufacturer's Certificate and/or an Affidavit of Compliance.
- c. The bidder shall certify that it is the owner and operator of a minimum of two (2) NSF certified reactivation facilities exclusively dedicated to the receiving and production of potable reactivated GAC and shall submit proof via the reactivation facility's NSF Certificate and/or an Affidavit of Compliance. This requirement demonstrates the manufacturer's commitment to sustainable GAC use.
- d. The bidder shall furnish evidence of comprehensive general liability insurance in the minimum amount of \$2,000,000 to provide protection from claims that may arise from the supplier's products, shipment, installation, removal, and reactivation/disposal of the spent carbon.
- e. Field Service personnel supervising the exchange must be directly employed by the bidder.
- f. Bidder's virgin and reactivation manufacturing processes shall produce NSF/ANSI/CAN 61 certified products.
- g. Failure to comply with any of the above qualification requirements will be considered "non-responsive" and will result in the rejection of the bid.

5. PRODUCT SPECIFICATION – VIRGIN GAC

The bidder shall supply a virgin GAC, which will either be used to make up losses of spent GAC via the reactivation process, or as an alternate supply to the custom reactivated GAC. The virgin GAC will meet the following specifications:

- a. Virgin GAC needs to be one of the following:
 - a. FILTRASORB 400 as manufactured by Calgon Carbon Corporation,
 - b. Or, an approved equal
 - i. Approved equal products must be pre-approved by the engineer/owner prior to the bid. Supplier must submit a sample for testing at least thirty (30) days prior to the bid due date to confirm product conformance with all specifications in this section. Additionally, rapid small-scale column testing (RSSCT) by a third-party testing facility will be performed and results provided to the engineer/owner prior to the bid.
- b. The coal will be mined and the corresponding GAC manufactured in the United States.

- c. The GAC product designated by the bidder as the material to be supplied for this bid shall have twenty (20) years of history of use in municipal drinking water facilities in North America with a minimum of ten (10) installations. Bidder will submit references per the reference list requirements in Section 8.
- d. The GAC shall be manufactured in a facility certified to conform to the Management System Standard: ISO 9001:2000 or later. A copy of the valid certificate must be submitted with bid, with the understanding by all parties that NSF/ANSI/CAN assures the GAC against toxicological hazards only. ISO 9001:2000 or later certification assures the GAC is of consistent conformance to stated product quality and standards listed in the specifications.
- e. The GAC shall comply with AWWA B604, latest edition.
- f. The GAC shall comply with NSF/ANSI/CAN 61 Drinking Water System Components – Health Effects standard.
- g. The GAC shall comply with the requirements for activated carbon as defined by the Food Chemical Codex (FCC), latest edition published by the U.S. Pharmacopeia.
- h. The GAC must be a 100% reagglomerated bituminous coal-based product, sized to a granular form prior to baking and activation. The following materials will not be accepted if submitted in lieu of the required product, nor may any amount of these materials be blended into a mix with the required reagglomerated, bituminous coal-based product:
 - a. Broken pellets, regardless of base material
 - b. Direct activated GAC, regardless of base material
 - c. Lignite-based GAC
 - d. Peat-based GAC
 - e. Wood-based GAC
 - f. Coconut-based GAC
 - g. Sub-bituminous-based GAC
 - h. Anthracite-based GAC
- i. The GAC will be capable of removing color, tastes, odors, and other organic contaminants from water.
- j. Bidder shall indicate the source of coal, carbon manufacturing location, and a description of the reagglomeration/thermal process. The engineer/owner reserves the right to inspect the GAC manufacturing and thermal processing facility.
- k. Quantity of virgin GAC required as make-up in order to compensate for reactivated material lost in transport and reactivation, as well as that needed to bring the final reactivated product up to acceptable quality, shall be determined by the engineer/owner and the bidder, and based upon the bidder's experience reactivating similar carbons.
- l. Virgin GAC product as packaged shall meet the following specifications:

Virgin GAC Product Specification: FILTRASORB 400	Value	Test Method
Iodine Number (mg/g), min.	1000	TM-4, ASTM D4607
Moisture, weight %, max.	2	TM-1, ASTM D2867
Effective size, mm	0.55-0.75	TM-47, ASTM D2862
Uniformity Coefficient, max.	1.9	TM-47, ASTM D2862
Abrasion No., min.	75	TM-9, AWWA B604
Screen Size (US Sieve), weight %		
* Larger than No. 12, max.	5	TM-8, ASTM D2862
* Smaller than No. 40, max.	4	TM-8, ASTM D2862
Ash, weight %, max.	10	TM-5, ASTM D2866
Apparent Density, g/cc, min.	0.50	TM-7, ASTM D2854
FCC – Water Extractables, weight %, max	4	TM-43, FCC

- m. The Certificate of Analysis shall certify that the GAC is in full compliance with the specifications stated herein.
- n. The successful Bidder must provide a signed Affidavit of Compliance stating that the GAC they are supplying is:
 - a. 100% virgin, with no reactivated carbon content whatsoever, and
 - b. 100% bituminous coal based, reagglomerated material made in the United States of America.

6. PRODUCT SPECIFICATION – REACTIVATED GAC

The Bidder shall custom reactivate the Owner’s spent GAC. Custom reactivated GAC shall be supplied by the manufacturer of the virgin GAC. Custom reactivated GAC shall meet the following specifications:

- a. Materials:
 - i. Materials shall comply with the requirements of the Safe Drinking Water Act, and all other federal requirements.
 - ii. The spent GAC shall be reactivated in an NSF-certified reactivation facility, conforming to all requirements of AWWA Standard B605, latest edition, exclusively dedicated to receiving and producing potable reactivated GAC.
 - iii. The reactivated GAC shall comply with NSF/ANSI/CAN 61.
 - iv. Effective procedures will be in place and utilized to ensure segregation of any spent carbon from reactivated carbon intended to be returned as a custom reactivated product.
 - v. The bidder of reactivated GAC material to be supplied for this bid shall have ten (10) years of history of supplying NSF-certified potable custom reactivated GAC into municipal drinking water facilities in North America with a minimum of ten (10)

installations of custom reactivated GAC. Bidder shall submit references per the Reference List instructions in Section 8.

- b. Reactivated GAC, including virgin make-up GAC blended as required, shall meet the following specifications:

React Product Specification: CMR 400	Value	Test Method
Iodine Number (mg/g), min. ¹	a) 800 (if spent was >550) b) +250 (if spent was <550), with a minimum final blended value of at least 500	TM-4, ASTM D4607
Moisture, weight %, max. ²	8	TM-1, ASTM D2867
Uniformity Coefficient, max.	2.1	TM-47, ASTM D2862
Abrasion No., min.	70	TM-9, AWWA B604
Screen Size (US Sieve), weight %		
* Larger than No. 12, max.	5	TM-8, ASTM D2862
* Smaller than No. 40, max.	4	TM-8, ASTM D2862
Apparent Density, g/cc, min	0.20	TM-7, ASTM D2854

- c. Notes:

1. Iodine Number is based on the final blend of custom reactivated GAC and make-up virgin GAC.
2. As the moisture content of reactivated GAC may increase during bulk shipment because of ambient conditions that may be beyond the control of the supplier, a moisture content exceeding 8% is permitted.

7. CARBON EXCHANGE PROCEDURES

- a. Field Service personnel supervising the GAC exchange must be directly employed by the manufacturer of the GAC.
 - i. The GAC manufacturer's supervisor must have a minimum of 5 years' experience in performing carbon exchanges.
 - ii. Supervision of the GAC exchange by a third party or sub-contractor is not permitted.
- b. Bidder shall submit a detailed carbon exchange procedure.
 - i. The preferred method for installation of GAC shall be by hydraulic water eduction. Owner shall be responsible for water and air supply, if necessary.
 - ii. The preferred method for spent GAC removal shall be hydraulic eduction. Owner shall be responsible for water and air supply, if necessary.
- c. Spent GAC removed from filters shall be transported to a carbon reactivation facility for reactivation as either pool or custom reactivation subject to carbon acceptance testing. A spent carbon sample shall be analyzed for acceptance and if

deemed unacceptable by the Supplier the spent GAC shall be sent for disposal via landfill, incineration, or by another means mutually acceptable by the Supplier and Owner.

- d. Failure to provide the information requested will be considered non-responsive and the bid rejected.

8. GAC SUPPLY REFERENCE LIST

- a. Bidder must provide ten (10) references for which the bidder has provided services as noted above. Required information is as follows:
 - i. Account name
 - ii. City/State
 - iii. Contact
 - iv. Phone number
 - v. Type and quantity of GAC supplied

Failure to provide the information requested will be considered non-responsive and the bid rejected.

MANDATORY PRE-BID SITE INSPECTION SIGNOFF SHEET

I hereby certify that _____ from
(Individual's name)

_____ has visited the site(s) necessary for the
(Prospective Bidder's Company)

fulfillment of this bid and has demonstrated his/her ability to be able to provide the technical services associated with this bid.

(Company)

(Engineer/Owner)

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

9. PRICING

Bidder shall provide pricing as indicated for each of the following:

Virgin GAC Fill

Pricing shall include:

1. Unit price for virgin GAC
2. Unit price for freight and site services related to the supply of virgin GAC

Custom Reactivated GAC Fill

Pricing shall include:

1. Unit price for custom reactivated GAC, including all associated freight and field services, and up to 20% virgin GAC for make-up purposes
2. Unit price for virgin GAC required in excess of 20%

The City shall award one contract to the single low responsive bidder. The City, at its discretion, may choose to direct the winning bidder to fill: a) all of the filters with virgin GAC, b) all of the filters with custom reactivated GAC, or c) fill some filters with virgin GAC and others with custom reactivated GAC.

All prices provided in the bid proposal shall include all applicable fees, costs and taxes (if any) relating to the project. The successful Bidder will not be responsible for real property tax on the property, including the site of the project in addition to local taxes assessed.

By submitting a price and entering into a contract, the Bidder agrees to abide by all criteria set forth in this bid for a period of time as set forth in the contract. Failure to do so will result in the original contract being voided and an award will be made to the next lowest responsible Bidder.

Note regarding Custom Reactivated GAC Fill: For any given exchange, to the extent that there is react GAC remaining above the required amount set forth in the bid (after taking into consideration the addition of any makeup virgin GAC), such remaining react GAC shall become the property of Bidder and can be retained or disposed of at Bidder's sole discretion.

10. PRICE/FEE ADJUSTMENT

Adjustment Mechanism

Virgin GAC:

The fees payable pursuant hereto will be adjusted on (month and date) of each calendar year by the annual percentage change in the following three price indices, in the proportion indicated next to each index:

- 1) U.S. Department of Labor PPI for All Other Basic Organic Chemicals Manufacturing: Miscellaneous end-use chemicals and chemical products, excluding urea (PCU325199325199T) @ 40% weight
- 2) U.S. Department of Labor CPI for Urban Wage Earners for the U.S. City Average (CWUR0000SA0) @ 40% weight
- 3) Transportation: U.S. Department of Labor PPI by Commodity for Transportation Services: Truck Transportation of Freight (WPU3012) @ 20% weight

The percent adjustment shall be calculated by taking the percent difference for each index during the twelve-month period from (month and date) through (month and date) of the last completed calendar year as compared to the twelve-month period from (month and date) through (month and date) of the calendar year immediately preceding the last completed calendar year. These percentages will then be averaged per the proportions shown above for calculating the final percent adjustment to which all virgin GAC will be subject.

Annual Limits: Annual increases are limited to a maximum of 10% regardless of the above calculation, and annual decreases are limited to a maximum of 3% regardless of the above calculation. No amounts in excess of these limits (either increases or decreases) shall be carried over to subsequent years.

Initial Fee Limit: Regardless of any annual fee adjustment calculation, fees covered by this Agreement will at no time be reduced below the Initial Fee.

Custom Reactivated GAC (CMR):

The fees payable pursuant hereto will be adjusted on (month and date) of each calendar year by the annual percentage change in the following three price indices, in the proportion indicated next to each index:

- 1) U.S. Department of Labor PPI Data for Utilities (PCU221---221---) @ 10% weight
- 2) U.S. Department of Labor CPI for Urban Wage Earners for the Northeast (CWUR0100SA0) @ 60% weight
- 3) U.S. Department of Labor PPI by Commodity for Transportation Services: Truck Transportation of Freight (WPU3012) @ 30% weight

The percent adjustment shall be calculated by taking the percent difference for each index during the twelve-month period from (month and date) through (month and date) of the last completed calendar year as compared to the twelve-month period from (month and date) through (month and date) of the calendar year immediately preceding the last completed calendar year. These percentages will then be averaged per the proportions shown above for calculating the final percent adjustment to which all reactivated carbon will be subject.

Annual Limits: Annual increases are limited to a maximum of 10% regardless of the above calculation, and annual decreases are limited to a maximum of 3% regardless of the above calculation. No amounts in excess of these limits (either increases or decreases) shall be carried over to subsequent years.

Initial Fee Limit: Regardless of any annual fee adjustment calculation, fees covered by this Agreement will at no time be reduced below the Initial Fee.

Additional Virgin Make-Up Pricing for CMR:

The custom reactivated carbon (CMR) fee in the Agreement includes 20% virgin make-up GAC. In those cases where additional virgin make-up GAC in excess of 20% is required to meet quality control requirements or to replace spent GAC that was fouled and could not be cleaned, the additional virgin make-up GAC shall be provided at an initial cost of \$X.XX/lb. This price shall also be adjusted on an annual basis, using the following indices in the proportion indicated next to each index (note: Annual and Initial Fee Limits apply here as for Virgin GAC above):

- 1) U.S. Department of Labor PPI for All Other Basic Organic Chemicals Manufacturing: Miscellaneous end-use chemicals and chemical products, excluding urea (PCU325199325199T) @ 40% weight
- 2) U.S. Department of Labor CPI for Urban Wage Earners for the U.S. City Average (CWUR0000SA0) @ 40% weight
- 3) Transportation: U.S. Department of Labor PPI by Commodity for Transportation Services: Truck Transportation of Freight (WPU3012) @ 20% weight

11. CONTRACT PERIOD

The Owner agrees to award a contract to the lowest responsible, qualified Bidder for a period of an 8-month term commencing on February 1, 2023.

The Owner may extend this contract four (4) additional one-year periods so long as it is acceptable and in the interest of both contracting parties and the terms and conditions of the original contract are held firm.

PRICE SHEET

Virgin GAC Fill

Product Name:	
Unit Price for Virgin GAC, including all associated freight and field services:	\$ _____ per (lb. or CY.)

Custom Reactivated GAC Fill

Product Name:	
Unit Price for Custom Reactivated GAC, including all associated freight and field services and up to 20% virgin GAC for make-up purposes:	\$ _____ per (lb. or CY.)
Unit Price for Virgin GAC for make-up required in excess of 20%:	\$ _____ per (lb. or CY.)

BIDDER'S CONTACT INFORMATION

Primary Contact	
Phone Number	
Email	
Primary Customer Service Contact	
Phone Number	
Email	

BID FORM
Granular Activated Carbon

1. The City of Defiance Water Division anticipates purchasing granular activated carbon from February 1, 2023 to September 30, 2023. Bidder shall provide a toll-free or collect call phone number for ordering purpose.

2. The undersigned hereby certifies that the supplies listed on this bid proposal conform to the bid specifications in full and that any deviations from the said specifications are itemized below with a full explanation of the nature of the deviation. Further, the undersigned understands that any purchase made under a Contract for the same must comply with the bid specifications or the listed deviations, or the Contract may be considered canceled as a breach of Contract and another supplier may be awarded the remainder of the Contract.

PRODUCT INFORMATION NOTES:

Contract from February 1, 2023 to September 30, 2023

<hr/> <p style="text-align: center;"><i>Product Name</i></p>	<hr/> <p style="text-align: center;"><i>Cost/Unit</i></p>
<hr/> <p style="text-align: center;"><i>Authorized Signature</i></p>	<hr/> <p style="text-align: center;"><i>Printed Name</i></p>
<hr/> <p style="text-align: center;"><i>Company Name</i></p>	<hr/> <p style="text-align: center;"><i>Title</i></p>
<hr/> <p style="text-align: center;"><i>Contract Address</i></p>	<hr/> <p style="text-align: center;"><i>Date Signed</i></p>
<hr/> <p style="text-align: center;"><i>Contract City State Zip</i></p>	<hr/> <p style="text-align: center;"><i>Sales Contact Phone Number</i></p>
<hr/> <p style="text-align: center;"><i>Contract Execution Email</i></p>	<hr/> <p style="text-align: center;"><i>Sales Contact E-Mail</i></p>