

## Volume 1-Bid Information

### OFFICE OF PROCUREMENT

805 Central Ave., Suite 234, Cincinnati, Ohio 45202-1947

9/2021

DATE ISSUED: 9/4/2024

BIDS DUE BY **09/18/2024 at 12:00 PM ET**

This bid is designated as an electronic bid per CMC 321-24. Go to <https://vss.cincinnati-oh.gov/vssprod/Advantage4> for instructions. By submitting the bid, you are verifying the person submitting the bid is authorized to legally bind the company.

	Contact Person	Email Address	Agency Number	Req Number
BUYER	Sarah Dolly	sarah.dolly@cincinnati-oh.gov	400	N/A

COMMODITY CODE	DESCRIPTION
967-39	<b>SKIM BAGS</b>
	<b>(AS DETAILED HEREIN)</b>

**PLEASE NOTE:** This is an online bid and is divided into three (3) volumes. Volume One is the Bid information and does not need to be returned. Volume Two is the Forms and questionnaires that **MUST** be completed. Volume Three is the Excel pricing sheets and **MUST** be completed in the highlighted areas (yellow) and return as an attachment with the signed forms in Volume Two. In VSS you will only need to enter the Unofficial Total on line one.

This bid will not be read publicly. No hard copies of bids will be accepted. Bidders must submit bids electronically through the City's Vendor Self Service website. Bidders must be registered to submit a bid. Bidders can register and submit bids at <https://vss.cincinnati-oh.gov/vssprod/Advantage4>.

Unofficial ONLINE bid results can be viewed after the bid closes at the City's Business Opportunities website: <https://www.cincinnati-oh.gov/noncms/cmqr/business-opportunities>.

## GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDER

- 1) **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
- 2) **Applicable Laws:** The Revised Code of the State of Ohio, the Charter of the City of Cincinnati, and all City ordinances, insofar as they apply to the laws of competitive bidding, contracts, and purchases are made a part hereof. All laws of the United States of America, the State of Ohio and the City of Cincinnati applicable to the products or services covered herein are made a part hereof.
- 3) **Workers' Compensations:** The bidder or contractor agrees to furnish an official certification or receipt of the Industrial Commission of Ohio, showing that he has paid into the State Insurance fund the necessary premiums, whenever such certificates are required by the Bid Document.
- 4) **Infringements and Indemnification:** The Contractor shall indemnify, defend and save the City, its agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by the Contractor including by the Contractor's employees and agents in the performance of this Agreement.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City wherever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
- 5) **Default Provisions:** In case of default by the bidder or contractor, the City of Cincinnati may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.
- 6) **Pricing:** Prices should be stated in unit of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
- 7) **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges. As delivery may be a deciding factor in the award of an order, it is important that the bidders furnish delivery information in the space provided.
- 8) **Specifications:** Unless otherwise stated by the bidder the bid will be considered as being in strict accordance with the specifications outlined in the Bid Document.

Reference to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment, and supplies, However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description *unless* a departure or substitution is clearly noted described in the bid and approved by the City.
- 9) **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.
- 10) **Cash Discounts:** Time in connection with cash discounts offered, will be computed from date of delivery and acceptance at final destination or from date properly executed invoice is received, if the latter date is later than the date of delivery and acceptance. If no cash discount is indicated in the space provided in the Bid Document the terms will be considered as Net-thirty (30) days. Cash discount offered for payment in fewer than twenty five (25) calendar days cannot be considered.
- 11) **Taxes:** State and local governments no longer need to be certified under the Internal Revenue code but are automatically exempt from excise tax, therefore, the City's Certificate of Registry Number is no longer needed. The Office of Procurement will continue to issue the exemption certificates upon request.
- 12) **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
- 13) **Award:** Unless otherwise specified in the Bid document of the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidder may submit bids on any item or group of items, provided however that the unit prices are shown as requested. Award provisions are set forth in the Bid Document.
- 14) **Payments:** Partial payments may be made upon presentation of a properly executed Invoice unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment have been fully delivered and accepted or the work completed to the full satisfaction of the City.
- 15) **Bidder's Signature:** Each bid form and all forms requiring signature must be signed by the bidder at the time of submittal with his usual signature. All signatures should be in full. Failure to do so shall result in the bid being rejected as non-responsive. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a. Smith-Jones Company, by John Jones, a partner."
- 16) **Submission and Receipt of Bids:**
  - a) Bids, to receive consideration, must be received prior to the specified time of closing as designated in this Bid Document.
  - b) Bidders must use the forms specified within the bid document. Failure to do so may invalidate the bid.
  - c) Separate bids must be submitted on each reference number.
- 17) **Bidder Agrees:** In compliance with this invitation of bids and subject to all conditions listed herein, the bidder offers and agrees: if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in, accordance with the specification applying and the price set opposite each item.

18) **Policy of Non-Discrimination:**

- a) **Disability:** The City of Cincinnati does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. The Director of Personnel has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act (ADA), and the rights provided thereunder, are available from the ADA coordinator, at (513)352-2411.
- b) **SBE Non-Discrimination Policy:** The City of Cincinnati is committed to a policy of non-discrimination pursuant to Section 1 of the Fourteenth Amendment to the United States Constitution and as outlined in the Offeror's Covenant of Non-Discrimination clause of the bid document, which guarantees equal protection of the laws to all citizens. It is further the policy of the City of Cincinnati that its purchasing and contracting practices not implicate the City as a passive participant in discriminatory practices engaged in by private contractors or vendors who seek to obtain business with the City. In furtherance of these policy objectives, the City seeks to afford to its citizens equal opportunities to do business on City contracts and to ensure that all bidders, proposers, vendors and contractors (collectively referred to herein as "bidders") doing business with the City provide to businesses owned and controlled by racial minorities and ethnic minorities and women, opportunities to participate on contracts which are paid, in whole or in part, with monetary appropriations from the city of Cincinnati.

19) **Expiration of Obligation:** All disbursements hereunder must be properly invoiced within ninety (90) days after the Completion date as set forth in the purchasing document. The City shall have no obligation as to invoices submitted thereafter.

20) **Ineligible Person(s):** Per City of Cincinnati Municipal Code Section 301-20 (Ordinance No. 366-1996), any person or affiliate who is on the City of Cincinnati's Financial Obligation Ineligibility List due to being delinquent in the payment of any financial obligation to the City, any of its Departments, Boards or Commissions, shall not be eligible for any City award. **This includes any person or affiliate who is delinquent in paying City of Cincinnati income taxes.**

21) **Interpretation of Bid and/or Contract Documents**

No oral interpretation will be made to any bidder as to the meaning of the Bid and/or Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received within a reasonable time prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be on file in the office of the Office of Procurement. In addition, copies will be mailed to each person holding Bid and/or Contract Documents. It shall be the bidder's responsibility to make inquiry as to any interpretations issued. All such interpretations shall become part of the Bid and/or Contract Documents and all bidders shall be bound by such interpretations whether or not received by the bidders.

22) **Changes and Addenda to Bid Documents**

Each change or addenda issued in relation to this document will be on file in the Office of Procurement. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of the bid documents.

It shall be the bidder's responsibility to make the inquiry as to changes and addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

Information on all changes or addenda will be available at the office of the City Purchasing Agent no less than five (5) working days prior to scheduled bid opening date.

Total bid inquiry or specific item cancellations may be issued later than the time specified above.

23) **Cooperative Purchasing**

The City of Cincinnati and other governmental entities may purchase the commodities indicated in this solicitation and the resulting contract. Each Entity will issue its own purchasing document based on the contract's pricing.

## REQUESTED ITEMS

A contract shall be established for furnishing of disposable filtration bags manufactured to the specification included herein as required by Wastewater Treatment Plants of the Metropolitan Sewer District (MSD) during the period of the contract for the commodity and/or service listed herein as required from time to time.

## ADDITIONAL INFORMATION AND AUTHORIZED COMMUNICATION

Questions or requests for additional information regarding this solicitation shall be directed in writing to the assigned City of Cincinnati Buyer, Sarah Dolly, via email at [sarah.dolly@cincinnati-oh.gov](mailto:sarah.dolly@cincinnati-oh.gov).

## PLEASE SUBMIT ALL QUESTIONS NOT LATER THAN 12:00PM ET ON 09/11/2024

Starting on the date a procurement solicitation is issued and expiring on the date the contract is awarded, actual and prospective respondents or bidders (including their representatives or persons acting on their behalf) are prohibited from contacting any City employees other than the assigned Buyer or a representative from the City's Purchasing Division, in any manner regarding this solicitation. Any contact other than with the assigned Buyer or the City's Purchasing Division during the no contact period may be justification for rejection of the violator's bid.

## CONTRACTOR REGISTRATION

The Contractor awarded the contract shall be a registrant under Vendor Self Service (VSS) at time of award. Go to <https://vss.cincinnati-oh.gov/vssprod/Advantage4> in order to register.

## INITIAL CONTRACT PERIOD

The materials/services shall be delivered, as ordered, during the period beginning on the effective start date of the contract and ending on October 31, 2025.

## OPTIONAL RENEWAL PERIOD(S)

At the sole discretion of the City the contract may be renewed for two (2) additional (12) twelve-month periods ending October 31, 2027.

These options shall be automatically exercised unless written notice to the contrary is filed with either party not later than ninety days prior to the expiration of the current contract period. Such notice shall be provided in writing.

It is understood and agreed that the contract may be renewed only under the same conditions governing the original contract.

## SPECIFICATIONS

Included in **Detailed Specifications** herein.

## ALTERNATE BIDS

See Form 107 attached in Volume 2

## PRICING

Prices shall be firm for the life of the contract.

## **OHIO SALES TAX**

Prices should not include Ohio Sales Tax on materials used on this project. The City will furnish exemption certificates to the contractor upon request to the Division of Purchasing.

## **ADMINISTRATIVE FEES**

The successful bidder will remit to the City an administrative fee in the amount of one percent (1%) of the total sales from this contract. The City will bill an amount equal to one percent (1%) of all expenditures paid to the contractor each quarter. Payment will be due no later than forty-five (45) days after the invoice is sent to the contractor by the City.

Pricing submitted with this bid/proposal shall include the City's administrative fee and may not be added as a line item on any invoice.

## **DELIVERY**

The material shall be delivered as needed to the Metropolitan Sewer District, 1600 Gest Street, Cincinnati, Ohio 45244 per the specifications listed herein.

## **SEND INVOICE TO**

Invoices must be submitted on the contractor's standard invoice. The item(s) shall be invoiced showing quantity and sufficient identification data (i.e. part number, catalog number, contract delivery order number, etc.) so as to facilitate audit of invoices by the City of Cincinnati and MSDGC. All invoices shall be submitted to:

MSD Accounts Payable, 1600 Gest Street, Cincinnati, OH 45204  
[MSDaccounts payable@cincinnati-oh.gov](mailto:MSDaccounts payable@cincinnati-oh.gov)

## **BEGINNING OF WORK**

The contractor shall start work as directed by the MSD. No work of any kind shall be done by the contractor until so notified.

## **CHANGE ORDERS**

If, by mutual agreement, both parties desire to modify this Contract, a Change Order must be fully executed prior to any of the modifications taking effect or work commencing in accordance with Sections 321-145 of the Cincinnati Municipal Code. In no event shall the City pay any costs above the agreed-upon and prior certified amounts, and the Contractor shall not proceed with any work which has not been authorized, in the absence of such Change Order.

## **CITY'S OPTION WHEN DELIVERY TIME BECOMES EXCESSIVE**

When, in the City's opinion, delivery time of any item or service becomes excessive resulting in inconvenience and affecting work, such item or service may be canceled and obtained elsewhere.

If it is necessary to use this procedure more than once and such measures have caused serious hardship, the contract may be canceled.

It is agreed that both options may be taken with no liability to the City.

## **TERMINATION**

The City may terminate this Agreement at any time for any reason upon thirty (30) days written notice to Contractor.

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and conditions, covenants or agreements of the Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City of Cincinnati shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Cincinnati for damages sustained by the City of Cincinnati by virtue of any breach of this Agreement by the Contractor, and the City of Cincinnati may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City of Cincinnati from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.

## **OFFEROR'S COVENANT OF NON-DISCRIMINATION**

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices, by signing this bid and as a condition of contract award, we covenant, represent and warrant that:

We will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;

We will use good faith efforts to promote opportunities for small business enterprises to participate in and compete for opportunities to the extent of their availability and capacity;

If awarded the contract, we will submit to ongoing monitoring by and submittal of reports to the City's Department of Economic Inclusion;

We will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

## **TAXPAYER IN GOOD STANDING**

Vendors awarded a contract should be a taxpayer in good standing with the City of Cincinnati. To verify your firm's standing and receive a verification letter, contact the City's Income Tax Division. The taxpayer in good standing request form can be found at <https://docs.cincinnati-oh.gov/form/coc/taxpayergoodstanding>. Please allow three (3) business days for processing after receipt of your request.

## **EEO/SBE REGULATIONS (MSDGC)**

**PLEASE DIRECT ALL QUESTIONS ABOUT EEO to MSDGC's CONTRACT COMPLIANCE OFFICER, WHO CAN BE REACHED AT 513/352-3144.**

**PLEASE DIRECT ALL QUESTIONS ABOUT SBE TO MSD's SMALL BUSINESS ENTERPRISE OFFICE AT 513/557-5967.**

All bidders will be subject to the provisions of the Metropolitan Sewer District of Greater Cincinnati's (MSDGC) program regarding Equal Employment Opportunity (EEO) and Small Business Enterprise (SBE).

Requirements of the Equal Employment Opportunity Program include the submission of form METROPOLITAN SEWER DISTRICT (MSD) 147, INCLUDED IN THIS BID DOCUMENT.

If a Bid submitted herewith is accepted, the Bidder named herein shall within ten (10) days after notice from the Contract Compliance Office qualify under the Equal Employment Opportunity requirements.

If you have submitted MSD-147 within the past 12 months, a photocopy of your submission may be attached to this bid in lieu of completing the enclosed form.

Prior to the award of the contract, the selected bidder must complete and return a MSDGC Form 147; the form must be signed by a person authorized to bind the bidder.

More information on the MSDGC Equal Employment Opportunity Program can be found at the following website:

[http://msdgc.org/about\\_msd/capital\\_improvement\\_program/construction\\_contracts/contract\\_compliance\\_program/eeo/index.html](http://msdgc.org/about_msd/capital_improvement_program/construction_contracts/contract_compliance_program/eeo/index.html)

If the completion of the work on the project described herein requires expediting (not applicable in an emergency), failure to have complied with the above requirement will be sufficient cause to reject your bid.

#### **VENDORS INELIGIBLE TO CONTRACT OR SUBCONTRACT WITH THE CITY**

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request to the Chief Procurement Officer. The City will not contract with any person or firm on the list. It is each Bidder's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

#### **ASSIGNMENTS AND SUBCONTRACTING REQUIREMENTS**

The contractor agrees to constantly supervise and monitor personnel to ensure faithful prosecution of the work. The contractor shall not assign or subcontract the work or any part thereof unless prior approval from the City's Chief Procurement Officer using the Supplies and Services Subcontractor Approval and Substitution Request Form contained herein.

#### **WAGE ENFORCEMENT**

This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any person who has an agreement with the city or with a contractor or subcontractor of that person shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor, or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination.

Under the Wage Enforcement provisions, the City shall have the authority, under appropriate circumstances, to terminate this Agreement or reduce the incentives or subsidies to be provided under this Agreement and to seek other remedies.

## **STATEMENT OF NON-COLLUSION**

In submitting this bid, the bidder affirms that the bid is genuine and not collusive or sham; that said bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of this or any other bid, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Cincinnati or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

## **UNBALANCED BIDDING**

Prices should be quoted in the units requested and bidders may quote on any or all sections. The City may reject a mathematically unbalanced bid if the bid is also materially unbalanced, if in the opinion of the City Purchasing Agent it is in the best interest of the City to do so. A mathematically unbalanced bid is a bid containing lump sum or unit price items that do not include reasonable labor, equipment, and material costs plus a reasonable proportionate share of the Bidder's overhead costs, other indirect costs, and anticipated profit. A materially unbalanced bid is when the City determines that there is a reasonable doubt that award to the bidder submitting the mathematically unbalanced bid will result in the lowest ultimate cost to the City.

## **SUBMIT WITH BID**

The Bidder should furnish with the bid complete specifications, literature and illustrations of the equipment offered in addition to the documents required in Volume 2 and Volume 3.

## **ADDITIONAL INFORMATION**

After the bids are received the City reserves the right to request any additional information regarding experience of the Contractors involved and the equipment offered for consideration and such investigation as the City may feel necessary in determining the successful Contractor.

## **REQUIREMENTS AND DATA**

Estimates are for a twelve (12) month period. The estimates indicated will be used solely for the purpose of making a tabulation of bids. All quantities are on a more or less basis. The bid unit price shall include all transportation and shipping costs (FOB-Destination) including fuel and fuel surcharges.

## **AWARDING CRITERIA**

While the purpose of the specification is to indicate certain minimum requirements, its use is not intended to relieve the City of all responsibility in making a selection which is most suitable for the City's service.

Although bids may be received based on the minimum requirements indicated, it is not intended that this alone shall limit the award, but other factors may be considered, including the experience of the City and others.

In making an award the City will evaluate the bids received considering such factors as listed



below as well as other factors which are considered pertinent.

1. Price
2. Compliance with the bid conditions and specifications
3. Length of time required for delivery
4. Alternates and / or substitutions proposed
5. Rigidity and mechanical construction

**METHOD OF AWARD - LOWEST AND BEST BIDDER**

The City reserves the right to review substitutions offered and may, based solely on its judgment, in regard to specification and/or cost criteria, elect to award based on the offered substitution.

The City reserves the right to accept or reject any or all add and/or deduct alternates when, in the opinion of the awarding authority, such acceptance or rejection is in the best interest of the City. Before an award of the contract is made, the City shall determine which add and/or deduct alternates will be accepted. A final determination of the lowest and best bid shall be based on factors as delineated in Cincinnati Municipal Code Chapter 321-37.

In determining the low bid, each bidder's base bid shall be combined with the add and/or deduct alternates accepted by the City, and any substitutions offered and accepted by the City.

In the event no alternates are requested by the City in the bid document and no substitutions are offered, the low bid shall be determined on the basis of the base bid.

The City shall award the contract to the lowest and best responsive bidder.

SECTION 22 13 19.23

FATS, OILS, AND GREASE DISPOSAL SYSTEM

1.01 REQUIREMENTS

This specification is for the construction of a disposable filtration system for fats, oils, and grease biproducts of a wastewater treatment plant. The disposable filtration system shall include the components listed here and in the included appendix. All materials shall be fully compatible with wastewater treatment sewage.

The disposable filtration system shall be capable of separating water from the fats, oils, and grease based on the following minimum requirements and capable of holding the Loaded Bag Weight by means of hanging from a crane by the straps.

<u>Filtration System:</u>		<u>Details</u>
[Bag System Dimensions]		3' x 7' x 5.5'
[Strap Dimensions]		2" x 40", with 18" hoop
[Material Fill Line]		3 ft
[Wide Width Tensile]	ASTM D-4595	5,400 x 7,500 lbs/ft
[Wide Width Elongation]	ASTM D-4595	17 x 13%
[CBR Puncture]	ASTM D-6241	2,000 lbs
[Puncture Strength]	ASTM D-4833	250 lbs
[Trapezoidal Tear]	ASTM D-4533	280 x 300 lbs
[Apparent Opening Size <sup>(1,2)</sup> ]	ASTM D-4751	40 US Sieve
[Permittivity <sup>(1)</sup> ]	ASTM D-4491	0.26 Sec <sup>-1</sup>
Water Flow Rate <sup>(1)</sup>	ASTM D-4491	20 g/min/f <sup>2</sup>
Factory Seam Strength	ASTM D-4884	400 lbs/in
UV Resistance @1,200 Hours	ASTM D-4355	70%
Max Loaded Bag Weight		10,000 lbs
Typical Loaded Bag Weight		6,000 lbs

<sup>(1)</sup> At the time of manufacturing. Handling, storage, and shipping may change these properties.

<sup>(2)</sup> Maximum average roll value (MaxARV).

**1.02 REFERENCES, CODES AND STANDARDS**

- A. American Society of Testing Materials (ASTM).
  - 1. D-4595 Standard Test Method for Effects of Temperature on Stability of Geotextiles
  - 2. D-6241 Standard Test Method for Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe
  - 4. D-4833 Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products
  - 5. D-4533 Standard Test Method for Trapezoid Tearing Strength of Geotextiles
  - 6. D-4751 Standard Test Methods for Determining Apparent Opening Size of a Geotextile
  - 7. D-4491 Standard Test Methods for Water Permeability of Geotextiles by Permittivity
  - 8. D-4884 Standard Guide for the Selection of Test Methods for Fabrics Used for Fabric Formed Concrete (FFC)
  - 9. D-4355 Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon Arc-Type Apparatus

**1.03 SUBMITTALS**

- A. Submit the following as a single complete initial submittal. Sufficient data shall be included to show that the product conforms to Specification requirements. Provide the following additional information:
  - 1. Drawing showing dimensions of the disposable filtration system and straps including details of construction and stitching.
  - 2. Material Data Sheets.
  - 3. Design Calculations stamped and signed by a registered professional engineer in the state of Ohio to confirm the design loading.
  - 4. Letter providing a performance guarantee to ensure the disposable bag system will meet the specifications.
  - 5. Factory Test Report confirming the design loading.

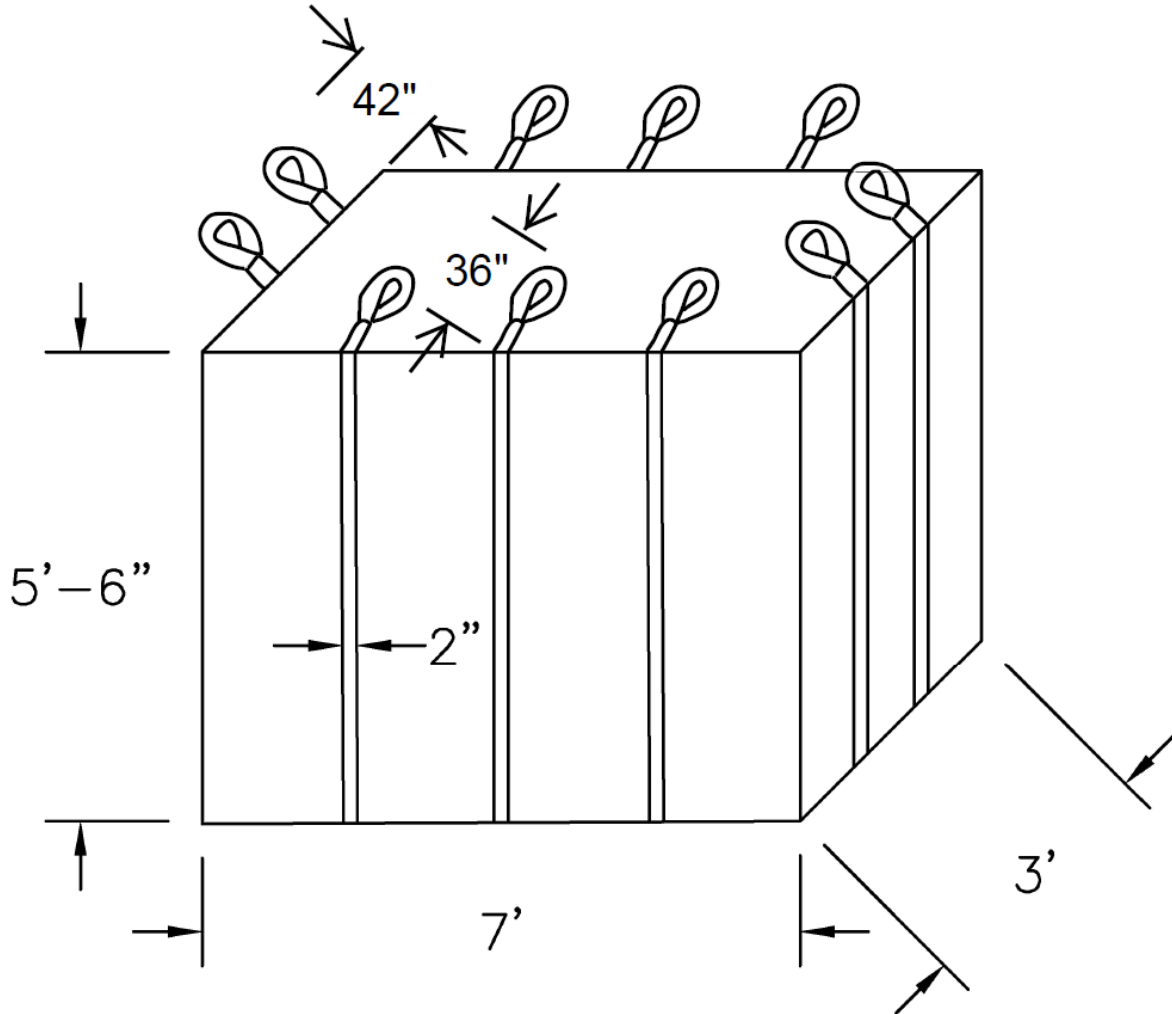
**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. The disposable filtration system bags shall be shipped shrink wrapped on pallets in maximum quantities of 30. The pallets shall be secured with blocks and slings to keep them from moving. AVOID sharp objects on trailers.
- B. Upon arrival at the destination, the CITY will inspect the disposable filtration system bags for damage in transit. If damage has occurred, the manufacturer shall be notified immediately for replacement.
- C. The first delivery shall be made within 30 days of an approved delivery order. The first delivery shall be a minimum of 30 bags.

**1.05 SAMPLES**

- A. Five (5) certified samples shall be provided for use by the City. Samples will not be returned. Bidders will be compensated for samples up to \$200 per unit.
- B. Samples shall be delivered to the attention of Larry Scanlan at 1600 Gest Street Cincinnati, OH 45244.

APPENDIX A – DIMENSIONAL DRAWING



NOTE: All straps to be run/stitched completely under and around bag.

**Alternate bids will be allowed. Please see the attached form 107 for further details. For an alternate bid to be considered ALL deviations from the specification must be listed on form 107 and clearly described. Any pertinent documents or drawings specifying the deviations should be attached.**

251R905010

**VOLUME 2: FORMS**

**BIDDER INSTRUCTIONS:**

1. Print out Forms and fill out all sections completely.
2. Upload completed forms as an attachment to the bid.

**BIDS WILL BE CONSIDERED NON-RESPONSIVE IF ALL FORMS ARE NOT SUBMITTED**



## Correction Acknowledgement Form

### Skim Bags Project ID No. 251R905010

\_\_\_\_\_ acknowledges that prior to  
(Printed Contractor Name)  
submitting its bid for the above-referenced Project, Contractor has received, reviewed and taken  
into account the following addenda for the Project:

- Addendum No. \_\_\_\_\_, dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_, dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_, dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_, dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_, dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_, dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_, dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_, dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_, dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

For each line listed above, Contractor shall write in the Number and Date of each addendum issued. If no addenda were issued, write "NONE."

CONTRACTOR:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

### ALTERNATE BIDS

The specifications describe the material or equipment which is deemed necessary to meet the performance requirements of the City. Bidders desiring to quote on material or equipment which deviates from these specifications, but which they believe to be the equivalent, are requested to submit alternate bids on the material or equipment which so deviates; however, **ALTERNATE BIDS SHALL BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** All alternate bids will be given due and utmost consideration. The proposal should be accompanied by complete specifications and illustrations of the material or equipment offered.

Deviations:

Are there any deviations from the City's specifications?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, list deviations: \_\_\_\_\_

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Unless otherwise stated by the bidder in the spaces provided above, the proposal will be considered as being in strict accordance with the Specifications outlined herein even though the manufacturer's literature indicates deviations from the City's Specification.

Additional copies of this form are available at the Division of Purchasing, Two Centennial Plaza, 805 Central Avenue, Suite 234, Cincinnati, Ohio 45202-1947.



**METROPOLITAN SEWER DISTRICT  
OF GREATER CINCINNATI**  
*EQUAL EMPLOYMENT OPPORTUNITY  
AND CONTRACT COMPLIANCE PROGRAM*

**MSDGC FORM 147 – Company / Organization Data Sheet**

_____		_____
Company / Organization Name		Federal Tax ID / Social Security No.
_____		_____
Local Address		City / State / ZIP
_____	_____	_____
Local Representative	Phone Number	E-mail Address
_____	_____	_____
EEO Administrator	Phone Number	E-mail Address

The Company / Organization identified above intends to provide the following (check one):

- Professional Services                       Construction Services                       Supplier (Materials / Equipment)
- Other (Identify) \_\_\_\_\_

By signing below, the Company / Organization identified above agrees to understand and abide by the terms and conditions of the [State of Ohio](#), and MSDGC [Equal Employment Opportunity](#) and [Contract Compliance](#) programs, as applicable, for the duration of any MSDGC contract(s) for goods or services.

_____	_____	_____
Signature of Authorized Representative	Title	Date





**METROPOLITAN SEWER DISTRICT  
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**MSDGC Form 147 – Company / Organization Employment Data**

Identify the total number of full-time, permanent employees within the company/organizations workforce, according to the occupational descriptions, race/ethnic and gender categories listed. Additional instructions can be found on the [MSDGC Contract Compliance website](#).

ALL EMPLOYEES			MALE						FEMALE					
JOB CATEGORIES	TOTAL MALE & FEMALE	HANDICAPPED	WHITE	AFRICAN AMER.	ASIAN OR PACIFIC ISLANDER	AMER. IN. ALASKAN NATIVE	HISPANIC	TOTAL MALE	WHITE	AFRICAN AMER.	ASIAN OR PACIFIC ISLANDER	AMER. IN. ALASKAN NATIVE	HISPANIC	TOTAL FEMALE
Officials, Managers & Supervisors														
Professionals														
Technicians														
Sales Workers														
Office and Clerical														
Craftspersons (Skilled)														
Operatives (Unskilled)														
Laborers (Unskilled)														
Service Workers														
Apprentices														
<b>TOTAL</b>														
Veterans														
Total Employment from previous report (if any)														