



CITY OF SUFFOLK

Purchasing Division

P.O. Box 1858, Suffolk, VA 23439-1858; T (757) 514-7520; Fax (757) 923-2155

INVITATION FOR BID

TITLE: Water Treatment Chemicals

ACCEPTANCE DATE: Prior to 3:00 p.m. - June 12, 2012 "Eastern Standard Time"

IFB NUMBER: 2012-00114

ACCEPTANCE PLACE: Finance Department, Purchasing Division, Room 105
441 Market Street
Suffolk, Virginia 23434

BID OPENING LOCATION: Purchasing Conference Room
441 Market St., Room 105

Requests for information related to this Invitation should be directed to:

Cindy L. Norfleet, CPPB, Senior Buyer
(757) 514-7522
Email address: cnorfleet@suffolkva.us

This document can be downloaded from our web site: www.suffolkva.us/bids/index.jsp

Issue Date: May 24, 2012

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

If you have obtained this bid document from the City's website or a source other than the City of Suffolk, contact the Purchasing Division prior to submitting your bid to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if the vendor is not listed as a prospective bidder.

INVITATION FOR BID

Water Treatment Chemicals

SECTION/TITLE

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BID PRICING FORM AND OTHER FORMS TO BE EXECUTED BY THE BIDDER

Prepared by Cindy Norfleet, CPPB, Senior Buyer

Date: May 24, 2012

1.0 PURPOSE

The intent of this Invitation for Bid is to purchase annual requirements of water treatment chemicals described herein on an "as needed" basis to be delivered F.O.B. destination to the City's Water Treatment Facility located off Bob House Parkway, Suffolk, Virginia 23432. Chemicals and delivery shall be in accordance with all specifications, terms, and conditions herein.

2.0 COMPETITION INTENDED

It is the City's intent that this Invitation for Bid (IFB) permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than five (5) days prior to the date set for bids to close.

3.0 CONTRACT PERIOD

The contract shall cover the period beginning July 1, 2012 and continuing through June 30, 2013. Pricing shall remain firm for the contract period. Any adjustment in pricing must be justified in writing and approved by the City.

4.0 GENERAL SPECIFICATIONS

4.1 Products

The City of Suffolk will purchase annual requirements of the following chemicals to be used for the purpose of water treatment at its facility located on Bob House Parkway, Suffolk, Virginia:

<u>Product</u>	<u>Estimated Annual Usage</u>
Potassium Permanganate	80 CWT
Corrosive Inhibitor	300 CWT
25% Liquid Caustic Soda	100 DT
Muriatic Acid	15,000 gallons
Copper Sulfate	80 CWT
Ammonium Hydroxide	100,000 pounds
Sodium Chloride	100,000 pounds
Sodium Hypochlorite, 12.5% sol.	100,000 gallons
Activated Carbon	100 CWT

4.2 Delivery

Chemicals shall be purchased and delivered on an **AS NEEDED BASIS**. Delivery shall be made to the G. Robert House Water Treatment Plant, Bob House Parkway, Suffolk, Virginia, Monday through Friday, between the hours of 9 a.m. and 3 p.m. Point of contact will be Steve Dunn, Operations Supervisor, at (757) 514-7039.

Should shipment of any materials included in this contract be delayed beyond the time(s) specified herein, or if any article shall fail to comply with specifications, the City of Suffolk shall have the right to purchase such article at the market price for immediate delivery, and any excess cost of same over the prices shown herein shall be paid by the vendor under this order or deducted from any monies due or hereafter accruing to him from the City.

A current MSDS sheet must accompany the delivery of each chemical purchase.

4.3 Training

If requested, the Contractor shall provide a free one day, on-site safety seminar for plant personnel and local Fire Department personnel on proper handling procedures for chemicals, leak control, etc. to be held at the Water Treatment Facility. Requested training sessions will be set up at a time agreeable to the Contractor and the City.

5.0 PRODUCT SPECIFICATIONS

See “**ATTACHMENT, Chemical Specifications**” (Pages 19-29)

6.0 INSTRUCTIONS TO BIDDERS

6.1 Submission of Bids

Pricing must be submitted on the Invitation for Bid pricing form only; failure to submit a bid on the official City form provided for that purpose shall be a cause for rejection of the bid. Include other information as requested or required. All bids shall be submitted in a sealed envelope and properly identified with the IFB number, IFB name and time and date of opening. Bids must be received by the Purchasing Division no later than the time specified on the opening date. **Bids may be mailed to City of Suffolk, Purchasing Division, P.O. Box 1858, Suffolk, VA 23439 or hand delivered to 441 Market Street, Room 105, Suffolk, Virginia 23434.** Faxed and e-mailed bids shall not be accepted.

It is the bidder's responsibility to ensure the bid is received prior to the bid acceptance time. The “official” time of acceptance will be via electronic date/time stamp upon receipt of the bid package in the Purchasing Division office. The Bid may not be changed by markings on the envelope. Only the amounts indicated on the BID Form will be considered in determining the final Bid amount.

6.2 City Contacts

Questions related to bid submittals should be directed to:

*Cindy Norfleet, Senior Buyer
(757) 514-7522
cnorfleet@suffolkva.us*

The Senior Buyer is the designated authorized spokesperson for the City of Suffolk with respect to this IFB. All questions should be directed to the Buyer's attention. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the City regarding this IFB. This prohibition shall also extend to the Suffolk City Council and locally elected officials. Any such unauthorized contact may disqualify the bidder from this procurement.

6.3 Firm Pricing

Bid price must be firm for City acceptance for ninety (90) days from bid opening date.

6.4 Pricing to be F.O.B. Destination – Freight Included

Pricing shall be F.O.B. destination-freight included for all competitive bids. F.O.B. Destination-Freight Included shall include all shipping costs to the City location(s) at the unit cost. No additional shipping charges shall be allowed.

6.5 Unit Price

Bid unit price on quantity specified – extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

6.6 Contract Quantities

The quantities specified in the Invitation for Bid are estimates only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity, which will be ordered, since such volume will depend upon requirements, which develop during the contract period.

Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the contract, or relieve the contractor of his obligation to fill all orders placed by the City.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT THE CITY OF SUFFOLK SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY.

6.7 Authority to Bind Firm in Contract

Bids must include full legal firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show Title or Authority to bind the firm in a Contract.

6.8 Withdrawal of Bids

Bids may be withdrawn any time prior to the bid opening. Withdrawal of bids may be accomplished by submitting such request in writing on the issuing company's letterhead either in person or by certified mail. No bids may be withdrawn after the established bid opening date or time, unless the purchaser has extended the opening date.

6.9 Rejection of Bid

The City reserves the right to waive any technical errors in bids received and/or to reject any and all bids. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected; any bid failing to comply with all terms and conditions or failing to conform to the specifications may be rejected; any bid having interlineations, erasures, or corrections not appropriately initialed by the bidder may be rejected; and any bid accompanied by an insufficient or irregular bid security may be rejected.

6.10 Late Bids

Late bids will be returned to bidder unopened, if opening date and bidder's return address is shown on the container. Late bids shall not be accepted. It is the responsibility of the bidder to ensure the bid is received prior to the bid acceptance time.

6.11 Rights of City

The City reserves the right to accept or reject all or part of any bid, waive any informality and award the contract to the lowest responsive and responsible bidder to best serve the interest of the City.

In accordance with the Virginia Public Procurement Act Section 2.2-4320 B, a public body may waive informalities in bids. An "informality" is defined in Section 2.2-4301 as "a minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid, or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured."

The City further reserves the right to request clarification on any bid submittal or any documents requested or included in the bid submittal. Requests for insurance documents, additional specification requirements, drawings, contractor's license, standard forms, etc. which may inadvertently be omitted from the BID FORM may be considered to be an "informality" and may be submitted at a later date, at the option of the City, as long as the omissions do not affect the price, quality, quantity or delivery for the goods or services being procured.

6.12 Use of Contract by Other Public Bodies

Bidders are advised that the resultant contract may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract.

If any other public body decides to use the final contract, the Contractor shall deal directly with the public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The City of Suffolk acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to a public body will have no effect on consideration of your bid.

It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).

Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of this contract is consistent with their laws, regulations and other policies.

Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

The City of Suffolk shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

6.13 Inclement Weather/Closure of City Hall

If City Hall is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

6.14 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder at the City's sole discretion. The City reserves the right to award the contract by item or in total for the contract period; the decision to make such award will be at the sole discretion of the City.

6.15 Announcement of Award

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice on the bulletin board located outside of Room 105 of the Purchasing Division and/or on the City's web site, www.suffolkva.us/bids/index.jsp for a minimum of ten (10) days.

6.16 Bidder Qualification

Only bids from established contractors for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Bidder shall demonstrate that he has adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

The City may, at its option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders.
- Receipt of more than one bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors
- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.

6.17 Taxes in Arrears

No bid or proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears, or is in default to the City upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the City.

7.0 **CONTRACT TERMS AND CONDITIONS**

The resulting contract with the successful bidder will be subject to the following terms and conditions:

7.1 License Requirement

All firms doing business in the City of Suffolk are required to be licensed in accordance with the City of Suffolk business license ordinance. Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement.

Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260.

7.2 Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage's for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the offeror for three (3) years after delivery; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after delivery date.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$1,000,000 Fire Damage Limit
\$ 500,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the offeror, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$ 500,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

d. Umbrella/Excess Liability

\$1,000,000 umbrella/excess liability coverage

e. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The City of Suffolk, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
4. Shall provide thirty (30) days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

5. All coverages for subcontractors of the offeror shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The offeror shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Officer.
11. All coverage's designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

7.3 Hold Harmless Clause

The Contractor shall, during the term of the contract, indemnify, defend, and hold harmless the City of Suffolk from and against any and all losses, damages, claims, fines, penalties, suits and costs, including bodily injury or death of any person(s), or loss or damage to property, as well as fines, assessments and penalties imposed by any authority which may arise out of any violations of law by, and all acts and omissions of the Contractor, the Contractor's agents, employees occurring in connection with the products, completed operations, and other services covered herein.

7.4 Safety

All contractor and subcontractor performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

7.5 Anti-Discrimination

By submitting their bids, bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

Every contract over \$10,000 shall include the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

7.6 Ethics In Public Contracting

By submitting a bid, the bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. (Code of Virginia 2.2.4367)

7.7 Compliance with Federal Immigration Law

Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

7.8 Debarment Status

By submitting a bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

7.9 Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Suffolk all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Suffolk under said contract.

7.10 Drug-Free Workplace

During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor's employees; (2) post in conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (4) include

the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

7.11 Exemption from Taxes

The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Suffolk.

7.12 Faith Based Organization

City of Suffolk does not discriminate against faith-based organizations.

7.13 Substitutions

NO substitutions or cancellations are permitted after award without written approval by the Purchasing Agent.

7.14 Method of Payment

Contractor shall submit invoices in duplicate for each delivery, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables.

Invoices shall be submitted to using departments.

Upon acceptance of work, the City will render payment within forty-five (45) days of receipt of invoice. Unless otherwise provided, interest on the payment shall not exceed the rate of one percent (1%) per month.

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

7.15 Payments to Subcontractors

Within seven (7) days after receipt of monies paid by the City for work performed by a subcontractor under this contractor, the contractor shall either:

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this contract; or
- b. Notify the City and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item b above.

Payments to subcontractor(s) shall be made in accordance with §2.2-4354 of Code of Virginia (1950), as amended. Unless otherwise specified in this contract, interest shall accrue at the rate of one percent (1%) per month.

7.16 Assignment of Contract

This contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

7.17 Termination without Cause

The City may at any time, and for any reason, terminate this Contract by written Notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or as provided in this Contract.

In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City, at the time of termination.

If the City terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the City any work completed or in process for which payment has been made.

7.18 Termination with Cause/Default/Cancellation

In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or as provided in this Contract.

Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the City may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the City any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

7.19 Non Appropriation – Availability of Funds

It is understood and agreed between the parties hereto that the City shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Contract, the City shall immediately notify Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which (an) appropriation(s) (was) were received without penalty or expense to the City of any kind whatsoever.

7.20 Severability

If any part, term, or provision of this agreement, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provision or portion of the contract document.

7.21 Controlling Law; Venue, Pending/During Litigation

This CONTRACT shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this CONTRACT, the parties agree to the exclusive jurisdiction and venue of the appropriate state court for the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The CONTRACTOR shall not cause a delay in services because of pending litigation or during litigation proceedings, except with the express, written consent of the CITY or by written instruction/order from the Court.

7.22 Compliance with State Law; Foreign and Domestic Business authorized to Transact Business in the Commonwealth (VPPA §2.2 – 4311.2)

A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. A public body may void any contract with a business if the business fails to remain in compliance with the provisions of this section.

7.23 Waiver

The failure by one party to require performance of any provision of this contract shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of the contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

BID FORM

TO: City of Suffolk, VA
 Purchasing Division
 441 Market Street
 Suffolk, VA 23434

BID: Water Treatment
 Chemicals
DUE: ***June 12, 2012***
TIME: 3:00 p.m., Local

Quote firm UNIT PRICE to furnish and deliver water treatment chemicals F.O.B. destination the G. Robert House Water Treatment Plan, Suffolk, Virginia in accordance with all specifications, terms, and conditions herein. Bid price shall be exclusive of all taxes and inclusive of all transportation, unloading, surcharges, insurance, or any other expenses incurred by the vendor in complying with these specifications.

Bidder shall quote unit prices per bid specifications for each item; failure to comply may be reason for the bid to be considered non-responsive.

			<u>Unit Price</u>	<u>Amount</u>
1.	80 CWT	Potassium Permanganate <i>MFG/Product</i> _____	\$_____	\$_____
2.	300 CWT	Corrosive Inhibitor <i>MFG/Product</i> _____	\$_____	\$_____
3.	100 DT	25% Liquid Caustic Soda <i>MFG/Product</i> _____	\$_____	\$_____
4.	15,000 Gal.	Muriatic Acid <i>MFG/Product</i> _____	\$_____	\$_____
5.	80 CWT	Copper Sulfate <i>MFG/Product</i> _____	\$_____	\$_____
6.	100,000 Lbs.	Ammonium Hydroxide <i>MFG/Product</i> _____	\$_____	\$_____
7.	100,000 Lbs.	Sodium Chloride <i>MFG/Product</i> _____	\$_____	\$_____

		<u>Unit Price</u>	<u>Amount</u>
8.	100,000 Gal. Sodium Hypochlorite, 12.5% solution		
	<i>MFG/Product</i> _____	\$ _____	\$ _____
9.	100 CWT Activated Carbon		
	<i>MFG/Product</i> _____	\$ _____	\$ _____

DELIVERY NOTICE REQUIRED _____

Bidder has included the following with the bid submittal (✓ if you comply):

- _____ Anticollusion/Nondiscrimination/Drug Free Workplace Clause
- _____ Proof of Authority to Transact Business in Virginia
- _____ Certificate of Insurance

Payment Terms/Discounts _____ (Suffolk's payment schedule: items accepted and invoiced by 10th of month will be paid month end. Cash discounts offered for less than thirty (30) days from receipt of proper invoice will not be considered in award.)

Company Name _____

Address _____

Person Quoting _____ Title _____

Telephone No. _____ Fax No. _____

E-mail address: _____ SSN/FIN #: _____

I certify by my signature below that I have received the documents associated with this bid and understand that the review for completeness of these bid documents and the understanding and comprehension of the bid specifications is solely my responsibility; based on this, by my signature below I waive all right to future claims against the City of Suffolk that the documents were incomplete or not understandable.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment/materials/ service and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal laws and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

I certify that the bidder represented herein is eligible to bid with respect to all applicable sections of State and Local Government Conflict of Interests Act, Code of Virginia, Section 2.1-639.1 et. seq.

Signature _____ **Date** _____

(Person signing bid must show title or authority to bind the firm in a contract.)

ATTACHMENT 1

Chemical Specifications

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POTASSIUM PERMANGANATE

These specifications cover POTASSIUM PERMANGANATE for use in the treatment of a municipal water supply.

Bid price will be in UNIT COST PER HUNDRED WEIGHT (CWT) and shall be inclusive of all transportation, unloading, surcharges, and any expense incurred by the vendor in complying with these specifications.

Due to quality control requirements, Carus Chemical shall be considered the only acceptable product source for this contract period. Vendors wishing to have other products considered for future contract periods shall have products tested to the satisfaction of the City of Suffolk prior to June 1 for the subsequent contract period; vendor shall be responsible for all testing expense. The City of Suffolk, in its sole discretion, shall determine if a product is equal to that specified, considering quality, economy of operation, and suitability for the purpose intended.

Product shall be NSF Certified and meet AWWA Standard.

Approximately 80 CWT shall be delivered in 25 KG drum lots on AS NEEDED BASIS during the contract period.

Each shipment shall be identified as to product, grade, assay, net weight, name of manufacturer, and brand name. Packaged product shall show a lot number or identification of manufacture. All markings shall conform to I.C.C. regulations.

Potassium Permanganate (KMnO₄) shall be the free flowing grade suitable for either solid or solution feed.

CORROSION INHIBITOR

Approximately 300 CWT (30,000 lbs.) shall be delivered on an AS NEEDED BASIS during the specified contract period. Delivery shall be in bulk. Delivery shall be in bulk (2,500 gallons each shipment).

Due to quality control requirements, **Calgon C-9, SLI-321, and Carus 3180**, or approved equal having the following composition will be accepted:

- Phosphate as PO4 36.0% +/- 1%
- Zinc as ZN 12.0% +/- 4%
- Specific Gravity (25C) 1.53 – 1.58
- pH < 1.0
- Color Water White, Clear
- Odor None
- Chlorine Demand None

Vendors wishing to have products, other than those specified above, considered for future contract period shall have products tested to the satisfaction of the City of Suffolk prior to June 1 for the subsequent contract period; vendor shall be responsible for all testing expense. The City of Suffolk in its sole discretion, shall determine if a product is equal to that specified, considering quality, economy of operation, and suitability for the purpose intended.

Corrosion Inhibitor is a specially formulated zinc orthophosphate used to control corrosion in municipal water supply.

Corrosion Inhibitor shall comply with all regulations set by the Environmental Protection Agency for treating drinking water supplied at concentrations not exceeding 25 mg/L.

CAUSTIC SODA

These specifications cover CAUSTIC SODA solution for use in the treatment of municipal water supply.

Bid price will be in UNIT COST PER DRY TON (DT) and shall be inclusive of all transportation, unloading, surcharges, and any expense incurred by the vendor in complying with these specifications.

Approximately 200 Dry Tons of Caustic Soda shall be delivered on an AS NEEDED BASIS during the contract period via a clean bulk tank truck. It is the responsibility of the vendor to inspect the receiving site to insure that existing facilities are capable of receiving the shipper's trucks. Shipment of caustic soda must be in compliance with the Department of Transportation (DOT) Hazardous Materials Regulations with a capacity of approximately 4,000 gallons delivered volume.

It is recommended that all shipments be placarded with the DOT corrosive placard. All bulk shipments must be accompanied by weight certificates of certified weighers.

Caustic Soda is the common name for the technical grades of sodium hydroxide.

The liquid caustic soda supplied under this standard shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects upon public health or water quality when applied in treatment properly.

The following constitutes are limited to provide assurances that drinking water standards are complied with:

<u>Contaminant</u>	<u>Product Limit, ppm</u>
Arsenic	34
Barium	667
Cadmium	7
Chromium	33
Lead	33
Mercury	2
Silver	33
Fluoride	667
Iron	333
Manganese	33
Zinc	333

A certified analysis is required to demonstrate compliance with these limits after the bid is awarded. Products exceeding the limits can be bid by taking exception to any specific limits. Products containing specific contaminants at variance with these limits may be acceptable provided contaminant removal is assured in the water purification process.

The suspended matter in the liquid caustic soda shall not exceed 0.1 percent. The liquid caustic soda supplied under this standard shall be approximately twenty-five percent (25%) by weight.

The vendor shall furnish tables which define the physical properties for caustic soda solutions in the concentration range specified. These tables must define as a minimum the relationships of percent Na₂O, percent NaOH, pounds dry caustic soda per gallon, and temperature to the following properties: specific gravity, viscosity, and crystallization.

SAMPLING

Equal portions shall be taken at five (5) equally spaced time intervals during the unloading of the tank truck. The total sample shall equal 1.5 liters.

The gross sample (1.5 liters) shall be thoroughly mixed and, and three (3) 0.5 liter samples retained. They shall be sealed in airtight, moisture-proof plastic containers. Each sample container shall be labeled with delivery date, time and shall be signed by the sampler.

MURIATIC ACID

These specifications cover Muriatic Acid, Industrial 20 degrees, to be used in municipal water supply.

Approximately 15,000 gallons shall be delivered via tank truck on an AS NEEDED BASIS during the specified contract period. Delivery shall be in bulk (3,000 gallons each shipment).

Bid price to be quoted in UNIT COST PER GALLON and shall be inclusive of all transportation, unloading, surcharges, and any expense incurred by the vendor in complying with these specifications.

COPPER SULFATE

These specifications cover COPPER SULFATE for use in the treatment of municipal water supply.

Bid price will be in UNIT COST PER HUNDRED WEIGHT (CWT) and shall be inclusive of all transportation, unloading, surcharges, and any expense incurred by the vendor in complying with these specifications.

Approximately eighty (80) CWT, 160 bags at 50 pounds each, shall be delivered in multi-ply bags on an AS NEEDED BASIS during the contract period.

Bags shall be shipped packed on wooden pallets. Carrier will furnish a pallet jack to move load to rear of truck. Vendor shall provide two (2) specified Material Safety Data Sheets to identify the chemical being stored/handled.

Copper Sulfate shall conform to AWWA Std. B-602 latest edition and shall be free-flowing Size D (i.e. min. 90% retained on a 3/8 inch coarse series screen and not more than 2% retained on 1-inch coarse series screen). Affidavit of compliance and EPA/NSF registration number is required with shipment.

Product shall be National Sanitation Foundation (NSF) and/or Underwriter's Laboratory (UL) approved.

AMMONIUM HYDROXIDE

Ammonia shall be 19 percent NH₃ by weight, chemical formula NH₄OH, with a specific gravity at 60 degrees F relative to water 0.9293. CAS number 1336-21-6. Chemical to be ANSI/NSF 60 certified drinking water additive. Contractor shall supply certification.

Approximately 100,000 pounds of Ammonia shall be furnished in bulk---approximately 5,000 gallons per shipment.

Prices quoted shall be per pound. Chemicals shall be purchased on an AS NEEDED BASIS.

SODIUM CHLORIDE

Sodium Chloride shall be Superior Food Grade TX10 or approved equal meeting the following specifications:

- Particle size range: 0.01 to 0.03 inch
- Bulk dry density: 70 to 75 pounds per cubic foot
- Liquid void volume in salt: approximately 40 percent
- Sodium Chloride content: not less than 99.7 percent
- Calcium Sulfate content: approximately 0.15 percent
- Calcium Carbonate content: approximately 0.02 percent
- Sodium Sulfate content: approximately 0.02 percent
- Other salts: approximately 0.03 percent
- Miscellaneous insolubles: approximately 0.01 percent

Approximately 100,000 pounds of Sodium Chloride shall be packaged and delivered in bulk---approximately 50,000 pounds per shipment.

Prices quoted shall be per pound. Chemicals shall be purchased on an AS NEEDED BASIS.

SODIUM HYPOCHLORITE

These specifications cover Sodium Hypochlorite (12.5%) solution for use in the treatment of municipal water supply.

Bid price will be in UNIT COST PER GALLON and shall be inclusive of all transportation, unloading, surcharges, and any expense incurred by the vendor in complying with these specifications.

Approximately 100,000 gallons of Sodium Hypochlorite (12.5%) shall be delivered on an AS NEEDED BASIS during the contract period via clean bulk truck. It shall be the responsibility of the vendor to inspect the receiving site to ensure that existing facilities are capable of receiving the shipper's trucks. Shipment of Sodium Hypochlorite (12.5%) must be in compliance with the Department of Transportation (DOT) Hazardous Materials Regulations with a capacity of approximately 4000 gallons delivered volume.

The material received shall contain 12.0-13.0 percent available chlorine at the time of delivery. An analysis of the Sodium Hypochlorite including the percent of available chlorine is to be performed by the vendor on the product within 24 hours of delivery and shall be presented upon delivery.

ACTIVATED CARBON

These specifications cover powdered activated carbon for use as an absorption media in the treatment of a municipal water supply.

Bid price will be in UNIT COST PER HUNDRED WEIGHT (CWT) and shall be inclusive of all transportation, unloading, surcharges, and any expense incurred by the vendor in complying with these specifications.

Approximately 100 CWT of Activated Carbon shall be delivered on an AS NEEDED BASIS and shall be delivered in bulk bags ranging from 900 pounds to 2,000 pounds meeting the following conditions of delivery:

- Bulk bag size handling capabilities: 900 through 2,000 pound PAC
- PAC size distribution: power, 99 percent passing 100 mesh; 95 percent passing 200 mesh; 90 percent passing 325 mesh
- PAC bulk density range: 14 to 24 pounds per cubic foot
- PAC moisture: 8 percent, maximum

Activated Carbon is a form of carbon that is activated by a carefully controlled oxidation process to develop a porous carbon structure with a large surface area. The major new materials used in the manufacture of powdered activated carbon are petroleum coke, bituminous coal, and lignite.

The powdered activated carbon shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water or that would otherwise render activated carbon unfit for public use. The carbon shall not impart to the water any contaminant that exceeds the limits as defined by the U.S. Public Health Service Drinking Water Standards.

The moisture content of powdered activated carbon shall not exceed eight percent (8%) by weight at the time of shipment by the Contractor for a bulk shipment.

The effective size of the powdered activated carbon shall be within the limits specified by the purchaser.

Sampling: The purchaser may elect to accept the material on the basis of (1) the contractor's certified test report and accompanying certification as to the quality of the material to be shipped, (2) his own test of the representative sample, collected after receipt of shipment, showing compliance with the specifications.

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF SUFFOLK HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE CONTRACTOR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
 - C. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
 - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of Bidder:	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: ()	
Fax Phone Number: ()	Title
FIN/SSN#:	

Is your firm a "minority" business? Yes No If yes, please indicate the "minority" classification below:
 African American Hispanic American American Indian Eskimo Asian American Aleut
 Other; Please Explain: _____

Is your firm Woman Owned? Yes No

Is your firm a Small Business? Yes No

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures establish to implement this section is granted by the City Manager, as applicable.

If this quote for goods or services is accepted by the City of Suffolk, Virginia the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION