



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 6, 2013 "Eastern Standard Time"

IFB NUMBER: 2013-00099-CN

ACCEPTANCE PLACE: 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 22, 2013

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

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Prepared by Cindy Norfleet, CPPB, Senior Buyer

Date: May 22, 2013

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, 2013 and continuing through June 30, 2014. 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 at 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	30,000 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
Liquid Aluminum	200 DT

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 8 a.m. and 3 p.m. Point of contact will be Steve Dunn, Operations Supervisor, at (757) 514-7034.

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 22-33)

6.0 **CONDITIONS AND INSTRUCTIONS**

1. **Use of Form**: All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the goods and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. In case of conflict, the bid may be considered non-responsive. The City’s published specifications shall supersede any additional writings submitted with the bid. Such writings shall be clearly marked and noted as an exception.
2. **Submittals**: All bids shall be submitted sealed, plainly marked showing the bid number, date and time. The entire solicitation document is to be returned when submitting a bid unless otherwise directed by the bid document. Failure to return all pages may result in a determination that the submittal is non-responsive.
3. **Late Bids**: Bids and amendments thereto, if received by Purchasing after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by Purchasing as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.
4. **City Hall Closure**: If City Hall is closed for business at the time scheduled for the bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the original scheduled hour.
5. **Acceptance of Bid**: Receipt of the bid by the City is not to be construed as an award or an order to ship.

6. **Offer/Acceptance:** Each bid is received with the understanding that the acceptance in writing by the City of the bidder to furnish any or all of the goods and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted bid; and the City on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.

7. **Withdrawal of Bids:** Bidder has the right to request withdrawal of their bids from consideration due to error by giving notice not later than two business days after the bids are publicly opened. Work papers showing evidence of error(s) may be required.

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.

8. **Addenda:** If issued, addenda to this solicitation will be posted on the Purchasing website (<http://www.suffolkva.us/bids/index.jsp>). It is the bidder's responsibility to check the website or contact Purchasing prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package. Acknowledgement of all issued Addenda shall be indicated on the bid form in the appropriate spaces.

9. **Governing Document:** The solicitation document maintained by Purchasing, in the bid file, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed as an exception, the language of the official copy shall prevail. Furthermore, any exception or change to the specifications made by the bidder may be cause to disqualify your bid.

10. **Award:** Award will be made by item to the lowest responsive and responsible bidder. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery, qualifications and references will be taken into consideration in making the award. The City reserves the right to refuse all bids.

11. **Negotiation:** Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the City may negotiate with the apparent low bidder to obtain a contract price within the available funds.

12. **Announcements:** Upon the award or the announcement of the decision to award a contract, the City will publicly post such notice on the bulletin board located outside of the Purchasing Division and on the City's web site: (http://www.suffolkva.us/bids/bid_search_awarded.jsp)

13. **City's Rights:** The City reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the City.
14. **Cooperative agreements:** If authorized by the bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at the contract prices in accordance with the contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful contractor(s). The City of Suffolk acts only as the contracting agent and is not responsible for placement of orders, payment, or discrepancies of the participating jurisdictions. It is the contractor's responsibility to notify the jurisdictions of the availability of contract(s).
15. **Prices:** Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the City. In case of error in the extension of prices, the unit price shall govern.
16. **Corrections:** All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated by the person signing the bid.
17. **Delivery:** The time of delivery must be stated in definite terms. If time of delivery for different goods and/or services varies, the bidder shall so state.
18. **Samples:** Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder's risk and expense.
19. **Brand Names:** Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the goods and/or services desired. The goods and/or services on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on goods and/or services other than as specified, bidder shall furnish complete data and identification with respect to the alternate goods and/or services that they propose to furnish. It shall be in the City's sole judgment if a substitute produce offeror is an approved equal and be acceptable as a substitute.
20. **Alternate bids:** Consideration will be given to bids submitted on alternate goods to the extent that such action is deemed to serve the best interests of the City. If the bidder does not indicate that the goods and/or services he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services described. Alternate bids will not be used in the determination of award.

21. **Standard equipment:** Any equipment delivered must be standard, new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
22. **Silence of Specifications:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
23. **Capacity of bidder:** All bids must be signed by a responsible officer or employee having the authority to bind the firm in contract. The bidder agrees that its contract performance shall be in strict conformance with the contract documents.
24. **Rights to Damages:** By signing this bid, the bidder assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
25. **Anti-collusion:** The bidder certifies by signing this Invitation for Bid that this bid is made without prior understanding, agreement, or accord with any other person or firm submitting a bid for the same goods and/or services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.
26. **Indemnification:** The Contractor shall defend, indemnify and hold the City, and the City's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the contractor, its employees, agents, and volunteers, or incurred by or claimed against the City, the City's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the contractor.

This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the contractor or any of the Contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the Contractor.

Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

27. **Copyright Protection:** The Contractor agrees to defend and save the City, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
28. **Laws, Regulations:** The Contractor shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all time observe and comply with all such laws, ordinances and regulations.
29. **Alien employment:** The Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
30. **SCC Authorization:** All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include 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, as amended, 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.

Number, or Statement: _____

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1, or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

31. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia, for a contractor who performs or manages construction, removal, repair, or improvement when the total value referred to in a single contract or project is:

One hundred twenty thousand dollars (\$120,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is seven hundred fifty thousand dollars (\$750,000) or more shall show evidence of being licensed as a Class A Contractor.

Ten thousand dollars (\$10,000) or more, but less than one hundred twenty thousand dollars (\$120,000) or the total value of all such construction, removal, repair, or improvement undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than seven hundred fifty thousand dollars (\$750,000) shall show evidence of being licensed as a Class B Contractor.

Over one thousand (\$1,000) but less than ten thousand (\$10,000), or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) shall show evidence of being licensed as a Class C Contractor.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditions contractors.

A valid business license from the City may be required. The bidder shall complete whichever of the following notations as appropriate:

- “Licensed Class A Virginia Contractor Number _____.”
- “Licensed Class B Virginia Contractor Number _____.”
- “Licensed Class C Virginia Contractor Number _____.”

32. **Payment Terms:**

Payment terms shall be Net 30 unless otherwise stated by the bidder on this submittal form. Alternate terms may be offered by the bidder for prompt payment of bills.

Payment terms, if offered, shall not be considered in determining the low bidder.

Discount period, if offered, shall be computed from the date of proper receipt of the contractor’s correct invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

The payment terms stated herein must appear on the contractor’s invoice. Failure to comply with this requirement shall result in the invoice being returned to the contractor for correction.

Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act (1% per month).

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

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on their submittal.

The City prefers to make payment with the City's Purchasing Card, or if that is not possible, then by electronic funds transfer. Typically this enables faster payments to the Contractor. Are you willing and able to accept this type of payment? Yes _____ No _____

33. **Default:** In event of default by the Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. Such actions taken by the City shall not release the contractor from additional remedies that may be allowed by law.
34. **Availability of Funds:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
35. **Appeals Procedure:** Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, et seq. Contact the buyer at once for assistance.
36. **Faith-based Organizations:** The City of Suffolk does not discriminate against faith-based organizations.
37. **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).

In 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 Sections A, B and C above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
38. **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 placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the forgoing 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 purpose of the subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, passion or use of any controlled substance or marijuana during the performance of the contract.

39. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

40. **Independent Contractor:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
41. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of ninety (90) days or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount. Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the act or omissions of the City due to causes within the City's control, the above waiver or release shall not apply.
42. **Governing Law:** This Agreement is made, entered into, and shall be performed in the City of Suffolk, Virginia, and 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 Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of 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 the pending or during litigation proceedings, except with the express, written consent of the City or written instruction/order from the Court.

43. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
44. **Termination for Convenience:** 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.

45. **Termination for Cause:** 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.

46. **Contact Prohibition:** Direct contact with City departments other than Purchasing, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the contracting officer. Violation may result in a determination that your firm is ineligible for an award.

Questions related to bid submittals should be directed to: Cindy L. Norfleet, Senior Buyer, (757) 514-7522, cnorfleet@suffolkva.us. Cindy Norfleet is the contract officer for the City of Suffolk with respect to this IFB. All questions should be directed to her 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.

47. **Additional Conditions:** The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a bidder intends be considered must be submitted with the bid and noted as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the bid, negating possibility of an award to that bidder. Contractual documents submitted by the successful firm after an award will not be accepted.

48. **Contractor Failure to Perform:** Failure of the Contractor to perform the contract by reason of the City's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the City, and may result in debarment of the Contractor for a period of up to three (3) years. Termination and /or debarment of the Contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.
49. **Conflict:** In the event of a conflict between the contract documents, including these Conditions and Instructions, and the terms of a purchase order or related document issued by the Purchasing, the contract documents shall control.
50. **Records and Inspection:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits.
51. **Rights and Remedies Not Waived.** In no event shall the making by the City of any payment to the Contractor, or the waiver by the City of any provision under this contract including any obligation of the Contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any right or remedies available to the City.
52. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
53. **Independent Contractor:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
54. **Conflicts of Interests:** Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the City.

55. **Responsibility of Contractor:** The Contractor shall, without additional costs or fee to the City, correct or revise any errors or deficiencies in his performance. Neither the City's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be deemed a waiver of rights by the City, and the Contractor shall remain liable to the City for all costs which are incurred by the City as a result of the Contractor's negligent performance of any of the services furnished under this Agreement.

56. **Changes and Additions:** It shall be the responsibility of the Contractor to notify the City, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement will be negotiated and approved by the City, in writing.

It is understood and agreed to by both the City and the Contractor that such modifications or additions to this Agreement shall be made only by the full execution of the City's standard Agreement change order form. Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to this Agreement prior to the City's execution of its standard Agreement change order form shall be at the total risk of the Contractor and said work may not be compensated by the City.

57. **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.

58. **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.

59. **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.

60. **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.

61. **Contractor's Form:** In cases where the City may accept the Contractor's form agreement, whereas certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the City, and in consideration of the convenience of using that form, and this form, without the necessity of negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, the City's contract addendum shall prevail over the terms of the Contractor's agreement in the event of a conflict.

62. **Bidder Qualifications:** 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.

63. **Pricing to be F.O.B. Destination – Freight Allowed:** 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.

64. **Contract Quantities:** The quantities specified in the Invitation for Bid are estimates only unless otherwise clearly noted, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered, since such volume will depend upon requirements that may 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, except as clearly noted.

65. **Insurance Requirements:**

The successful bidder shall procure, maintain, and provide proof of, insurance coverages 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 consist of all policies, endorsements, declaration pages, and certificates of insurance and shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the offeror

for the duration of the contract period; 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 declaration pages, endorsements, and/or policies provided.

2. The City of Suffolk, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. A copy of all endorsements, declaration pages, and policies that address additional insured shall be provided. 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 declaration page(s), endorsement(s), and/or policies 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 with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. All documents 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.

All coverages designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

BID FORM

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

BID: Water Treatment
 Chemicals
DUE: **June 6, 2013**
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.	30,000 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 Powdered Activated Carbon <i>MFG/Product</i> _____	\$_____	\$_____
10.	200 DT Liquid Aluminum <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
- _____ Conditions and Instructions, Section 4.0 (Pages 4-18)

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

Potassium Permanganate.....	23
Corrosion Inhibitor.....	24
Caustic Soda.....	25
Muriatic Acid.....	27
Copper Sulfate.....	28
Ammonium Hydroxide.....	29
Sodium Chloride.....	30
Sodium Hypochlorite.....	31
Activated Carbon.....	32
Liquid Aluminum.....	33

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 100 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 10 degrees, 15% active, to be used in municipal water supply.

Approximately 30,000 gallons shall be delivered via tank truck on an AS NEEDED BASIS during the specified contract period. ****Important: 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.

Muriatic Acid must be NSF certified.

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, Purex 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.

Salt shall contain no additives or anti-caking agents.

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.

POWDERED 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.

LIQUID ALUMINUM

These specifications cover Liquid Aluminum for use in treatment of a municipal water supply.

Approximately 200 Dry Tons of Liquid Alum 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 ensure that existing facilities are capable of receiving the shipper's trucks.

Delivery shall be approximately 4000 gallons per shipment.

The liquid alum shall contain $8.3\% \pm 0.1\%$ water soluble Al_2O_3 . It shall be clear and free from settleable solids.

The vendor shall furnish an affidavit that the liquid alum furnished meets or exceeds all applicable ANSI/AWWA B403-03 specifications (or subsequent revision) in addition to those noted herein.

Deliveries shall be made M-F between the hours of 8:00 am and 3:00 pm.

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