



DEPARTMENT OF FINANCE AND PURCHASING

2111 Beery Road
Harrisonburg, VA 22801

Table with 3 columns: ISSUE DATE, INVITATION TO BID NUMBER, FOR, DEPARTMENT, DATE/TIME OF CLOSING, CONTRACT ADMINISTRATOR.

Bids - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified.

NAME AND ADDRESS OF FIRM:

Form fields for firm information: Telephone/Fax No, Federal Employer Identification #, State Corporation Commission #, Prompt Payment Discount, E-Mail.

By signing this proposal, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this ITB.

CHECK ONE: [ ] INDIVIDUAL [ ] PARTNERSHIP [ ] CORPORATION [ ] LLC

Signature and Date fields: Vendor's Legally Authorized Signature, Date, Print Name, Title.

Sealed bids, subject to terms and conditions of this Invitation to Bid will be received by the City of Harrisonburg Purchasing Agent at 2111 Beery Road, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

# INVITATION TO BID

## Water Treatment Chemicals

### SECTION / TITLE

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

## 1.0 PURPOSE

The intent of this Invitation to Bid is to purchase annual requirements of water treatment chemicals described herein on an "as needed" basis to be delivered to the City's Water Treatment Facility located on 308 Grandview Drive, Harrisonburg, Virginia 22801.

## 2.0 COMPETITION INTENDED

It is the City's intent that this Invitation to Bid (ITB) permits competition. It shall be the bidder's responsibility to advise the City in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source. Such notification must be received by the City 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. The contract can be extended up to three additional one year terms (total four years) by mutual agreement between owner and contract supplier.

## 4.0 GENERAL SPECIFICATIONS

### 4.1 Products

The City of Harrisonburg will accept bids based on the following annual requirements of the following chemicals to be used for the purpose of water treatment; however, the City will not be obligated to purchase any defined quantity.

<i>Product</i>	<i>Estimated Annual Usage</i>
Aluminum Sulfate Solution, 48%	30,366 gallons: 339,188 lbs
Sodium Hypochlorite Solution, 12.5%	53,761 gallons: 66,126 lbs
Sodium Hydroxide Solution, 25%	36,998 gallons: 472,094 lbs
Hydrofluosilicic Acid Solution, 23%	12,997 gallons: 124,581 lbs

### 4.2 Delivery

Chemicals shall be purchased and delivered on an AS NEEDED BASIS. Delivery shall be made to the Harrisonburg Water Treatment Plant, 308 Grandview Drive, Harrisonburg, Virginia, Monday through Friday, between the hours of 6:30 a.m. and 2:00 p.m. Only full capacity deliveries shall be accepted; partial deliveries shall not be permitted. In addition, the City requires the delivery to be completed within seven (7) days notification, otherwise subject to default as defined in Section 7.16. Point of contact will be Marvin Armstrong, Supervisor of Water Treatment (540) 434-9534.

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

The contractor shall make deliveries in a neat and business-like manner. The Contractor is responsible for clean up of spills incidental to deliveries at his/her

expense and to the satisfaction of the City. Contractor is responsible for all carrier claims.

#### 4.3 Safety

All contractors and subcontractors 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.

### 5.0 **PRODUCT SPECIFICATIONS**

See "ATTACHMENT, Chemical Specifications" (Pages 17-22)

### 6.0 **INSTRUCTIONS TO BIDDERS**

#### 6.1 Submission of Bids

Pricing must be submitted on the Invitation to 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 name ITB-PU-Chemicals-2012 and time and date of opening. Bids must be received by the Purchasing Department no later than the time specified on the opening date. ITB due date is Tuesday June 5, 2012 at 2:00 pm. ***Bids may be mailed or delivered to City of Harrisonburg, Purchasing Dept, 2111 Beery Road, Harrisonburg, Virginia 22801.*** 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 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.

Also return the State Corporation Commission Form and the signed Cover Sheet.

#### 6.2 City Contacts

Questions related to bid submittals should be directed to:

Pat Hilliard, Purchasing Agent  
(540) 432-7794  
[pat.hilliardh@harrisonburgva.gov](mailto:pat.hilliardh@harrisonburgva.gov)

Questions related to the specifications should be directed to: Marvin Armstrong

#### 6.3 Bid Pricing

Bid unit price on quantity specified – extend and show total. In case of error in extension, unit prices shall govern. The unit prices as submitted shall be firm for the initial six months.

The contractor or the City may initiate modifications pursuant to Section 7.15. The changes in unit price may be considered only at the successive quarter (3 month anniversary) points beginning with the six month anniversary and only upon written request. The opportunity for modification of unit prices will extend to the completion of the original contract period, or the extended contract period if applicable. Any proposed change must not exceed the amount indicated by a mutually accepted chemical price index value. This latter requirement shall make reference to using the index value of the effective price in relationship to the index value of the proposed price. PPI Chemical and Allied Products WPU06 index is an approved option, others subject to review.

#### 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 Price Stipulations

Bids subject to unlimited price increases will not be considered.

#### 6.6 Contract Quantities

The quantities specified in the Notice of 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 depend upon requirements that develop during the contract period.

Quantities shown shall not be construed to represent any amount which the City shall be obliged 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 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 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 Award of Contract

The City prefers, and will consider the possibility of its best interest, that the contract shall be awarded to one bidder that can provide all chemicals. However, the City will also evaluate in its award process the advantages and disadvantages of an individual award for each chemical type. Complexity with multiple delivery schedules, administrative requirements, and managerial requirements will be considered as disadvantages.

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.

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.

### **7.0 General Terms and Conditions for the City of Harrisonburg, VA**

- 7.1 **PURCHASING AND CONTRACTING MANUAL:** This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the Purchasing office and in the Director of Finance office.
- 7.2 **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- 7.3 **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) 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 § 11-51 of the *Virginia Public Procurement Act*.

In every contract over \$10,000 the provisions below apply:

7.3.1 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, religion, 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 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.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 7.4 **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), 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.
- 7.5 **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 7.6 **DEBARMENT STATUS:** By submitting the (bids/proposals), (bidders/offerors) 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.
- 7.7 **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City 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 under said contract.

**7.8 MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

7.8.1 (For Invitation For Bids:) Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

7.8.2 (For Request For Proposals:) Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

7.9 **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**7.10 PAYMENT:**

7.10.1 To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of

offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 11-69).

7.10.2 To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

7.11 **PRECEDENCE OF TERMS:** General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

7.12 **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this

purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

7.13 **TESTING AND INSPECTION:** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

7.14 **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

7.15 **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

7.15.1 The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

7.15.2 The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings.

7.16 **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

7.17 **TAXES:** Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

7.18 **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered

meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an "equal" product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

- 7.19 **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**
- 7.20 **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)**
- 7.21 **SELECTION PROCESS/AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors in writing by mail.
- 7.22 **BID/PROPOSAL ACCEPTANCE PERIOD:** Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- 7.23 **EXCUSABLE DELAY:** The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

- 7.24 **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 clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 7.25 **COOPERATIVE PROCUREMENT:** This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.
- 7.26 **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). 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 is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

**The City does not discriminate against small and minority businesses or faith-based organizations.**

## **8.0 City of Harrisonburg Insurance Requirements**

- 8.1 **INSURANCE:** By signing and submitting a bid under this solicitation, the provider certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance. The provider further certifies that they or any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

The City of Harrisonburg requires by endorsement, to be added as an additional insured on the vendor policy and a Certificate of Insurance needs to be filed with the City showing the City of Harrisonburg listed as an additional insured.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

1. Worker's Compensation - Statutory requirements and benefits.
2. Commercial General Liability - \$1,000,000 combined single limit.
3. Automobile Liability - \$1,000,000 combined single limit.
4. Excess Liability - \$1,000,000

**INDEMNIFICATION:** The provider (Indemnitor), in consideration of the City of Harrisonburg, (Indemnitee) do hereby release and forever discharge Indemnitee from any and all claims, demands, actions, or causes of action, of any kind whatsoever which we might have, or could hereafter have on account of or in anyway growing out of personal injuries and property damages which may result at any time. In addition, Indemnitor hereby covenants and agrees to, and does hereby, indemnify and save Indemnitee harmless from and against any and all claims for death, injury or property damage which may occur upon the aforesaid property, to any persons whomsoever or entities whatsoever while the property is in the possession of or being used by the Indemnitor.

# ATTACHMENT 1

## State Corporation Commission Form

**Virginia State Corporation Commission ("SCC") registration information: The undersigned Offeror:**

- is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ **-OR-**
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
**Print**

**Title:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

# BID FORM

TO: City of Harrisonburg, VA  
 Public Utilities Department  
 2155 Beery Road

BID: Water Treatment Chemicals  
 DUE: June 10, 2009  
 TIME: 2:00 p.m. Local

Quote firm UNIT PRICE to furnish and deliver water treatment chemicals F.O.B. the Harrisonburg Treatment Plant, 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>Quantity</u>	<u>Product</u>	<u>Unit Price</u>	<u>Unit Measure</u>	<u>Amount(1)</u>
1) 339,188 wet lbs	Aluminum Sulfite Solution, 48%	\$ _____	wet lb.	\$ _____
2) 66,126 gallons	Sodium Hypochlorite Solution, 12.5%	\$ _____	liquid gallon	\$ _____
3) 472,094 wet lbs	Sodium Hydroxide Solution, 25%	\$ _____	wet lb.	\$ _____
4) 124,581 wet lbs	Hydrofluosilicic Acid Solution	\$ _____	wet lb.	\$ _____
TOTAL		N/A	N/A	\$ _____

(1) Calculate amount as the product of the "quantity" (as provided by the City) and the unit price (as provided by the bidder).

Bidder proposes to City to use the following index for unit price adjustments per Section 6.3 and 7.15. List current index value applicable to bid unit prices.

\_\_\_\_\_

Index Name (See Section 6.3)

\_\_\_\_\_

Value at Bid

Bidder has included Certificate of Insurance. YES / NO (Circle one.)

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Person Quoting \_\_\_\_\_ Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

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 Harrisonburg 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, of 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 representative 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.

I certify that the bidder has received the underlisted addendum and have included the implication in the bid.

**Addendum Received** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

# ATTACHMENT 2

## Chemical Specifications

Aluminum Sulfate Solution .....	18
Sodium Hypochlorite Solution .....	19
Caustic Soda- Sodium Hydroxide Solution .....	20
Hydrofluosilicic Acid .....	22

# ALUMINUM SULFATE

- These specifications cover Aluminum Sulfate (48%) solution for use in the treatment of municipal water supply.
- Bid price will be in UNIT COST WET WEIGHT at 11.10 pounds per gallon and shall be inclusive of all transportation, unloading, surcharges, and any expense incurred by vendor in complying with these specifications.
- Approximately 190,000 gallons of liquid Aluminum Sulfate (48%) 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 must be in compliance with the Department of Transportation (DOT) Hazardous Materials Regulations.
- Material Specifications:

Al <sub>2</sub> (SO <sub>4</sub> ) <sub>3</sub>	48.5000 – 49.0000 %
Soluble Iron (Fe <sub>2</sub> O <sub>3</sub> )	0.2000 % max
Ferric Iron (Fe <sub>2</sub> O <sub>3</sub> )	0.0300 % max
Freeze Point	5°F Approx.
Crystal Formation	40°F Approx.
pH	2.1
Pounds per Gallons	11.1
ANSI/NSF 60	Certified for Drinking Water Additive

# 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 vendor in complying with these specifications.
- Approximately 130,000 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 must be in compliance with the Department of Transportation (DOT) Hazardous Materials Regulations.
- 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 8 hours of delivery and shall be presented upon delivery.
- Material Specifications:

Volume or Trade %	15-16	15.300
Weight %	12.5 min.	13.100
Pounds of Chlorine/Gallon	1.25 min.	1.3200
Density (lbs per gal)	10.02-10.16	10.146
Free Alkalinity (as NaOH)%	0.25-0.80	0.3000
Heavy Metals (as Pb) ppm	3.0 max	0.0500
Iron (Fe) ppm	1.0 max	0.2000
Mercury (Hg) ppm	0.5 max	0.0020
Color	Clear, pale yellow liquid	
Odor	Faint chlorine odor	
Freeze Point	Less than 0°F, but can form some salts below 32°F	
pH (approximate)	10.5	
 ANSI/NSF 60	 Certified for Drinking Water Additive	

# CAUSTIC SODA

- These specifications cover Caustic Soda solution for use in the treatment of municipal water supply. Caustic Soda is the common name for the technical grades of sodium hydroxide.
- Bid price will be in UNIT COST WET WEIGHT PER POUND at 10.62 lbs per gallon and shall be inclusive of all transportation, unloading, surcharges, and any expense incurred by vendor in complying with these specifications.
- Approximately 255,000 pounds of Caustic Soda 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 must be in compliance with the Department of Transportation (DOT) Hazardous Materials Regulations.
- 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.
- 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 constituents 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 Na<sub>2</sub>O, percent NaOH, pounds dry caustic soda per gallon, and temperature to the following properties: specific gravity, viscosity, and crystallization.
- ANSI/NSF 60 Certified for Drinking Water Additive

# HYDROFLUOSILICIC ACID

- Hydrofluosilicic Acid is a liquid widely used for water/wastewater treatment.
- The bid price shall be in UNIT COST PER WET WEIGHT at 10.00 pounds per gallon and shall be inclusive in complying with these specifications.
- Approximately 61,000 gallons or 610,000 pounds of Hydrofluosilicic Acid 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 must be in compliance with the Department of Transportation (DOT) Hazardous Materials Regulations.

- Material Specifications:

% Fluoride	19-32%
% Assay	23-25%
ANSI/NSF 60	Certified for Drinking Water Additive
Weight (Billable)	10.00 pounds per gallon