



DECEMBER 18, 2018

**NOTICE TO PUBLIC
INVITATION TO BID**

ITB #201904

BULK CHEMICALS

The City of Winchester will accept sealed bids until 2:00 P.M. local time on January 22, 2019, in the office of the Finance Department. - Purchasing Division, Rouss City Hall, Winchester, VA 22601, to provide various chemicals for the Public Services and Parks and Recreation Departments of the City of Winchester as listed herein per our attached specifications and requirements. The Contract will be administered by each requesting department.

Copies of this Request for Proposal may be obtained upon request from the Office of the Finance Department-Purchasing Agent, telephone (540) 667-2378, or they may be picked up at the above location. Bids/Proposals may be viewed on the City's web page: <http://www.winchesterva.gov/purchasing/itbITB>

Offerors should carefully examine the specifications and fully inform themselves as to all conditions and matters, which would in any way affect the equipment/materials/service of cost thereof. Should an offeror find discrepancies in or omissions from the specification or request for proposal, he/she should notify the Purchasing Agent and obtain clarification prior to submitting the proposal. Only questions answered by formal Addenda will be binding; oral and other interpretations or classifications will be without legal effect.

The right is reserved, as the interest of the City of Winchester requires, to revise or amend the specifications prior to the date set for opening proposal; the opening date may be postponed if deemed necessary by the City's Purchasing Agent. Such revisions and amendments, if any, will be announced by written Addenda to the specifications. ***In addition, the City of Winchester reserves the right to accept or reject any proposals, in whole or in part, and to waive any informality.***

One (1) original hardcopy and two (2) copies of original hardcopy are to be submitted in a sealed envelope bearing the Offerors company name, mailing address, the ITB name, the ITB number, the date and the time due mailed or delivered to:

**City of Winchester
Finance Department - Purchasing Division
15 North Cameron Street, 4th Floor - Rouss City Hall
Winchester, Virginia 22601**

BY: Michael Marzullo
Purchasing Agent

Table of Contents

Section

- I. GENERAL
- II. PRE-BID MEETING
- III. EXCEPTIONS TO THE SPECIFICATIONS
- IV. QUESTIONS AND CLARIFICATIONS
- V. SUBMISSION REQUIREMENTS
- VI. STATEMENT OF NEEDS
- VII. BID FORM
- VIII. SPECIAL TERMS AND CONDITIONS
- IX. GENERAL TERMS AND CONDITIONS
- X. CONTRACT

I. GENERAL:

- a. This Invitation to Bid is to furnish all labor, materials, packaging, equipment, transportation, and tools necessary to deliver the following chemicals for the City of Winchester water and wastewater treatment operations and facilities:
 - i. Sodium Hypochlorite Solution – see Bid Form A, including specifications.
 - ii. Sodium Permanganate – see Bid Form B, including specifications
 - iii. Fluorosilic Acid – see Bid Form C, including specifications
 - iv. Powdered Activated Carbon (PAC) – see Bid Form D, including specifications
 - v. Sodium Bisulfite Solution – see Bid Form E, including specifications
 - vi. 9-16% Liquichlor/Sodium Hypochlorite – see Bid Form F, including specifications
 - vii. 20% Acetic Acid – see Bid Form G, including specifications
 - viii. Corrosion Inhibitor – see Bid Form H, including specifications
 - ix. Ferric Chloride - see Bid Form I, including specifications
 - x. 50% Caustic Soda – see Bid Form J, including specifications
- b. **Bidders may choose to bid on each item or group of items or all items herein. The City’s need for chemicals may be infrequent at times and the City does not guarantee any quantity of product(s) or need for service(s) to the successful bidder(s).**
- c. Contract Term: Length of contract shall be July 1, 2019 to June 30, 2021. The City reserves the right to cancel and terminate this Contract, without penalty, upon ten (10) days written notice to contractor. The parties understand and agree that the City, at its sole option, may renew this Contract for two (2) additional twelve (12) month periods.

II. PRE-BID MEETING:

- a. None is required.

III. EXCEPTIONS TO THE SPECIFICATIONS:

- a. Bidders taking exception to any part or section of these specifications shall indicate such exceptions on their bid. Failure to indicate any exceptions shall be interpreted as the bidder’s intent to fully comply with the specifications as written. The City reserves the right to accept or reject any and all bids, in whole or in part, and to waive informalities.

IV. QUESTIONS AND CLARIFICATIONS:

- a. Site visit, requests for information, or clarifications regarding the specifications should be addressed to: **Michael Marzullo, Purchasing Agent, 15 North Cameron Street, Winchester, VA 22601, (540) 667-2378, email: Michael.Marzullo@Winchesterva.gov**
- b. Only questions answered by formal written Addenda will be binding; oral and other interpretations will be without legal effect.
- c. Questions regarding this solicitation must be submitted in writing at least five (5) business days prior to the bid due date.

V. SUBMISSION REQUIREMENTS - Failure to meet these requirements may result in a non-responsive bid:

- a. Bidder shall provide official proof, i.e. business license, tax return, or other form of verification, confirming that they have been in business for at least three (3) years.
- b. Firm shall confirm in writing that they are not currently on any debarment or suspension list of any local, state or federal government. Any firm found to be listed shall be rejected as non-responsive.
- c. Bidder shall supply a minimum of five (5) references for performance of the same work as described by this Invitation to Bid. These references must provide a contact person and

- telephone number. Complete and enclose reference page provided herein (see Part n of the Special Terms & Conditions).
- d. Complete and return all applicable Bid Forms.
 - e. Provide Warranty and Guarantee information as requested herein (see Part q of the Special Terms & Conditions).
 - f. Provide the MSDS sheet for each chemical being offered as requested herein (see Part b of the Special Terms & Conditions).
 - g. Provide one (1) original hardcopy and two (2) copies of the original hardcopy and required documents in a sealed envelope bearing the Offerors company name, address, the proposal name and ITB number and the date and time due and mailed or delivered to:

City of Winchester
Finance Department - Purchasing Division
15 North Cameron Street, 1st Floor - Rouss City Hall
Winchester, Virginia 22601

VI. STATEMENT OF NEEDS:

a. MINIMUM SERVICE REQUIREMENTS

- i. Shipping Terms: F.O.B. shipping destination as outlined on each Bid Form.
- ii. Additional requirements are outlined for each specific chemical within their respective Bid Form.

b. CONTRACTOR RESPONSIBILITIES:

- i. Contractor(s) shall provide the City with a current and correct OSHA material safety data sheet (MSDS) with each shipment.
- ii. Contractor(s) shall provide the City with two (2) OSHA specified chemical warning signs or placards, which identify the chemical being stored and handled.
- iii. Contractor(s) will be responsible for immediately notifying the Facility Manager or designee of all chemical spills while on City property and shall be responsible, at the Contractor's expense, to completely clean-up the affected area to the satisfaction of all local, state and federal agencies and laws.

c. DEFINITIONS

- i. Order to Delivery Lead Time: the amount of elapsed time from when an order has been placed either verbally or in writing by an authorized City Representative with the Contractor to when the actual delivery of the ordered product(s) reach the Shipping Destination.

d. TECHNICAL SPECIFICATIONS AND BID FORMS:

- i. The following Bid Forms shall be used when responding to the Submission Requirements for this Bid. The Bid Form outlines each chemical, including technical specifications, packaging requirements, estimated volumes and more. **A completed Bid Form will be required for each chemical your firm is bidding.** Please carefully read each Bid Form.
- ii. NSF/ANSI Standard 60 shall apply to all drinking water treatment chemicals.
- iii. Bid Forms A, B, C, D, E, F, G, H, I and J are listed as follows:

VII. BID FORMS:

BID FORM – A (Page 1 of 2)
Sodium Hypochlorite Solution
(Liquid)

Delivered price from July 1, 2019 to June 30, 2021 in bulk quantities of 44,000 lbs. or approximately 3,700 gallons: \$_____ per gallon.

Indicate any additional expense (Example: packaging deposit) and explain fully:

Shipping Destination: Opequon Water Reclamation Facility
3100 Berryville Pike
Winchester, VA 22603
Deliveries accepted between 7:00A.M. - 3:00P.M. Monday to Friday

Percy D. Miller Water Treatment Plant
32 Penceland Road
Middletown, VA 22645
Deliveries accepted between 7:00A.M. - 3:00P.M. Monday to Friday

Total Annual Usage: OPEQUON WRF 160,000 gallons
PERCY D. MILLER WTP 80,000 gallons

NOTE: Vendor is advised that actual use could be greater than or less than the quantity estimated.

Material Specifications: Chemical supplied shall conform to AWWA Standard B300-86. In addition, must meet the following specifications:

Available Chlorine:
Expressed as percent by volume: 15.0% typical
Expressed as percent by weight: 12.5%
Expressed as grams per liter: 150
Sodium Hypochlorite (NaOCl) percent by weight: 12.5%
Sodium Carbonate (N₂CO₃) grams/liter: 1.0 Max.
Free Alkalinity (NaOH) percent by weight: 0.8% max.
Heavy Metals (ppm by weight): < 1.0
Specific Gravity 20 degrees C: 1.190 – 1.220
Weight per gallon: (Approximately) 9.913 lbs.
Color: Pale Yellow
Odor: Mild Chlorine

***The supplier of this product must furnish an affidavit of compliance.
All Bids must be accompanied with Metals Analysis on Filter Bleach.***

Order to Delivery Lead Time: Three (3) days
Required Packaging: Bulk quantities of 3,700 gallon lots

BID FORM – A (Page 2 of 2)
Sodium Hypochlorite Solution
(Liquid)

Special Delivery Instructions: Truck is to be equipped with 2" male quick connect couplings
for bulk unloading at the chemical receiving station.

- Agreeable to all Specifications? YES NO
- Supplier provided affidavit of compliance? YES NO
- Supplier provided Metals Analysis on Filter Bleach? YES NO
(If 'No', then please reference Section II of this Bid Document and follow instructions)



COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

NAME AND TITLE: _____

DATE: _____

SIGNATURE: _____

By signing this bid sheet, bidder acknowledges that he completely understands all Specifications and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

BID FORM – B
Sodium Permanganate
(Liquid)

Delivered price from July 1, 2019 to June 30, 2021 in 275 gallon Intermediate Bulk Containers. Product is to be delivered in 275 gallon Intermediate bulk containers: \$ _____ per cwt.

Indicate any additional expense (Example: packaging deposit) and explain fully:

Shipping Destinations: Percy D. Miller Water Treatment Plant
32 Pence Land Road
Middletown, VA 22645
Deliveries accepted between 7:00A.M. - 3:00P.M. Monday to Friday

Total Annual Usage: PERCY D. MILLER WTP 1,925 gallons per year

NOTE: Vendor is advised that actual use could be greater than or less than the quantity estimated.

Material Specifications: The Sodium Permanganate to be furnished under this contract must conform in every respect to AWWA Standard B603, Standards of Permanganates, of the latest provision. The product offered shall be a solution 19.5% to 21.5% as NaMnO₄ with a specific gravity of 1.15 to 1.17, the material must also be NSF approved and suitable for contact for treatment of drinking water, as manufactured by Carus Chemical Company, or approved equal American produced material. ***The supplier of this product must furnish an affidavit of compliance. The supplier must also take empty containers to be disposed of in accordance with all laws and regulations.***

Order to Delivery Lead Time: Three (3) days
Required Packaging: 275 gallon Intermediate Bulk Containers
Special Delivery Instructions: None at this time.

- Supplier provided affidavit of compliance? YES NO
 - Agreeable to all Specifications? YES NO
- (If 'No', then please reference Section II of this Bid Document and follow instructions)

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

NAME AND TITLE: _____

DATE: _____

SIGNATURE: _____

By signing this bid sheet, bidder acknowledges that he completely understands all Specifications and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

BID FORM C – (Page 1 of 2)
Fluorosilicic Acid
(Aka Fluosilicic Acid or Hydroflousilicic Acid)
(Liquid)

Delivered price from July 1, 2019 to June 30, 2021 in bulk quantities of 44,000 lbs. or approximately 4,000 gallons: \$_____ per gallon.

Indicate any additional expense (Example: packaging deposit) and explain fully:

Shipping Destination: Percy D. Miller Water Treatment Plant
32 Penceland Road
Middletown, VA 22645
Deliveries accepted between 7:00A.M. - 3:00P.M. Monday to Friday

Total Annual Usage: PERCY D. MILLER WTP 7,000 gallons

NOTE: Vendor is advised that actual use could be greater than or less than the quantity estimated.

Material Specifications: Chemical Analysis:
Assay (H₂SiF₆) 23.00 %
Fluorine (F) 18.22 %
Heavy Metals as Lead (Pb) 0.02% max
Hydrofluoric Acid (HF) <1.0 %

Physical Properties

Description: Water white to straw yellow solution, meeting both the AWWA Standard B703a-97 and NSF/ANSI 60 for Fluorosilicic Acid

Color: Straw yellow shall be determined as material with a maximum of 200 (APHA) in accordance with Method 2120B, visual comparison method.

Specific Gravity: 1.234for 25% @ 60 F
Boiling Point: 222.5 F
Freezing Point: 4oF
Molecular Weight: 144.08
Weight per Gallon: 10.29 lbs/gallon

BID FORM C – (Page 2 of 2)
Fluorosilicic Acid
(Aka Fluosilicic Acid or Hydroflousilicic Acid)
(Liquid)

Order to Delivery Lead Time: Three (3) days
Required Packaging: Bulk quantities of 4,000 gallon lots
Special Delivery Instructions: Truck is to be equipped with 2" male quick connect couplings for bulk unloading at the chemical receiving station

- Agreeable to all Specifications? YES NO
 - Supplier provided affidavit of compliance? YES NO
 - Supplier provided certification meeting NSF 60? YES NO
- (If 'No', then please reference Section II of this Bid Document and follow instructions)
-

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

NAME AND TITLE: _____

DATE: _____

SIGNATURE: _____

By signing this bid sheet, bidder acknowledges that he completely understands all Specifications and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

BID FORM D (Page 1 of 2)
HydroDarco B Powdered Activated Carbon

Delivered price from July 1, 2019 to June 30, 2021 in bulk: \$_____ per cwt.

Indicate any additional expense (Example: packaging deposit) and explain fully:

Shipping Destination: Percy D. Miller Water Treatment Plant
32 Penceland Road
Middletown, VA 22645
Deliveries accepted between 7:00A.M. - 3:00P.M. Monday to Friday

Total Annual Usage: PERCY D. MILLER WTP 96,000 lbs. per year

NOTE: Vendor is advised that actual use could be greater than or less than the quantity estimated

Material Specifications: HydroDarco B Powdered Activated Carbon

Molasses decolorizing efficiency	75 min
Iodine number mg/g	500 min
Moisture % as packed	8 Max
Mesh size (US Sieve Series)	
Less than 100 Mesh (150 PPB) %	99 Min
Less than 200 Mesh (75 PPB) %	95 Min
Less than 325 Mesh (45 PPB) %	90 Min
Tannin value mg/l	200
PH, Water extract	Alkaline
Bulk density tamped g/ml	0.51
Pounds/ft ³	32

Order to Delivery Lead Time: Seven (7) days

Required Packaging: Bulk

Special Delivery Instructions: Bulk quantities of 40,000 lbs. as requested by the City of Winchester.
No further information at this time.

- Agreeable to all Specifications? YES NO
(If 'No', then please reference Section II of this Bid Document and follow instructions)
-

BID FORM D (Page 2 of 2)
HydroDarco B Powdered Activated Carbon

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

NAME AND TITLE: _____

DATE: _____

SIGNATURE: _____

By signing this bid sheet, bidder acknowledges that he completely understands all Specifications and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

BID FORM E - (Page 1 of 2)
Sodium Bisulfite solution
(Liquid)

Delivered price from July 1, 2019 to June 30, 2021 in bulk quantities of 44,000 lbs or approximately 3,700 gallons: \$_____ per gallon.

Indicate any additional expense (Example: packaging deposit) and explain fully:

Shipping Destination: Opequon Water Reclamation Facility (OPEQUON WRF)
3100 Berryville Pike
Winchester, VA 22603
Deliveries accepted between 7:00A.M. - 3:00P.M. Monday to Friday

Total Annual Usage: 70,000 gallons

NOTE: Vendor is advised that actual use could be greater than or less than the quantity estimated.

Material Specifications: Sodium Bisulfite solution shall conform to the following minimum specifications:

Total Reducing Substances (TRS), as NaSO ₃ :	38.0 - 42.0%
Sodium Bisulfite, Actual, as NaHSO ₃ :	35.5 - 39.5%
Sodium Sulfite, Actual, as Na ₂ SO ₄ :	3.0%
Sodium sulfite, as Na ₂ SO ₄ :	3.0%
Iron, as Fe:	10-150ppm
Sulfur Dioxide equivalent, as SO ₂ :	23.4 - 25.8
Formula:	NaHSO ₃
Molecular Weight:	104.06
Density, g/ml:	1.30-1.36
Baume' (60F):	33.5 - 38.4
pH:	3.5 - 5.0
Freezing Point:	Near 32 Degree
F	
Color:	Yellow aqueous
solution	
Odor:	Strong Sulfur
Dioxide	

The supplier of this product must furnish an affidavit of compliance. Current Metals Analysis must accompany all Bids.

Order to Delivery Lead Time: Three (3) days

Required Packaging: Bulk

Special Delivery Instructions: Bulk quantities of 3,700 gallon lots as requested by the City of Winchester. Truck is to be equipped with 2" male quick connect coupling for bulk unloading at the chemical receiving station.

BID FORM E - (Page 2 of 2)
Sodium Bisulfite solution
(Liquid)

- Supplier provided affidavit of compliance? YES NO
 - Agreeable to all Specifications? YES NO
- (If 'No', then please reference Section II of this Bid Document and follow instructions)
-

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

NAME AND TITLE: _____

DATE: _____

SIGNATURE: _____

By signing this bid sheet, bidder acknowledges that he completely understands all Specifications and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid

BID FORM - F
Liquichlor/Sodium Hypochlorite 12.5%
(Liquid)

Delivered price from July 1, 2019 to June 30, 2021 in quantities of 55 gallon barrels: \$ _____
per gallon.

Indicate any additional expense (Example: packaging deposit) and explain fully:

Shipping Destination: Winchester Parks and Recreation
1001 E. Cork St.
Winchester, VA 22601
Deliveries accepted between 7:30 A.M. and 3:00P.M. Monday to Friday

Total Annual Usage: 70 – 55 gal. Barrels per year

NOTE: Vendor is advised that actual use could be greater than or less than the quantity estimated.

Material Specifications: Liquichlor/Sodium Hypochlorite 9-16%

Order to Delivery Lead Time: Three (3) days

Required Packaging: 55 Gallon Barrels

Special Delivery Instructions: Truck is to be equipped with a lift gate for bulk unloading at the chemical receiving station.

- Agreeable to all Specifications? YES NO
(If 'No', then please reference Section II of this Bid Document and follow instructions)

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

NAME AND TITLE: _____

DATE: _____

SIGNATURE: _____

By signing this bid sheet, bidder acknowledges that he completely understands all Specifications and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid

BID FORM - G
20% Acetic Acid
(Liquid)

Delivered price from July 1, 2019 to June 30, 2021 in bulk quantities of 44,000 lbs., or approximately 3,700 gallons: \$_____ per gallon.

Indicate any additional expense (Example: packaging deposit) and explain fully:

Shipping Destination: Opequon Water Reclamation Facility (OPEQUON WRF)
3100 Berryville Pike
Winchester, VA 22603
Deliveries accepted between 7:00A.M. - 3:00P.M. Monday to Friday

Total Annual Usage: OPEQUON WRF 65,000 gallons per year

NOTE: Vendor is advised that actual use could be greater than or less than the quantity estimated.

Material Specifications: 20% acetic acid is a dilution of the 95-99% solution

Order to Delivery Lead Time: Three (3) days

Required Packaging: Bulk quantities of 3,700 gallon lots

Special Delivery Instructions: Truck is to be equipped with 2" male quick connect couplings for bulk unloading at the chemical receiving station.

- Agreeable to all Specifications? YES NO
(If 'No', then please reference Section II of this Bid Document and follow instructions)

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

NAME AND TITLE: _____

DATE: _____

SIGNATURE: _____

By signing this bid sheet, bidder acknowledges that he completely understands all Specifications and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

BID FORM – H (Page 1 of 2)
Corrosion Inhibitor

Delivered price from July 1, 2019 to June 30, 2021 in bulk quantities of 44,000 lbs., or approximately 3,700 gallons: \$_____ per gallon.

Indicate any additional expense (Example: packaging deposit) and explain fully:

Shipping Destination: Percy D. Miller Water Treatment Plant (PERCY D. MILLER WTP)
32 Penceland Road
Middletown, VA 22645
Deliveries accepted between 7:00A.M. - 3:00P.M. Monday to Friday

Total Annual Usage: PERCY D. MILLER WTP 13,000 gallons per year

NOTE: Vendor is advised that actual use could be greater than or less than the quantity estimated.

Material Specifications: Corrosion Inhibitor solution shall conform to the following minimum:

Appearance and Odor:	Colorless solution and odorless
Boiling Point, 760mm Hg:	>101 C
Freezing point, 760 mm Hg:	0 C
Vapor pressure (mm Hg)	N/A
Solubility in Water in % Solution:	Miscible in all proportions
Percent Volatile by Volume:	50% (as Water)
Evaporation rate:	Same as Water
Specific Gravity:	1.56 + or – 0.03
PH:	8.5 + or – 0.5

ANSI/NSF Standard 60 OSHA approved
Conforms to 21 CFR, Section 182 and 184 (USDA)

Order to Delivery Lead Time: Three (3) days
Required Packaging: Bulk quantities of 3,700 gallon lots
Special Delivery Instructions: Truck is to be equipped with 2" male quick connect couplings for bulk unloading at the chemical receiving station.

- Agreeable to all Specifications? YES NO
 - Supplier provided affidavit of compliance? YES NO
 - Supplier provided certification meeting NSF 60? YES NO
- (If 'No', then please reference Section II of this Bid Document and follow instructions)
-

BID FORM – H (Page 2 of 2)
Corrosion Inhibitor

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

NAME AND TITLE: _____

DATE: _____

SIGNATURE: _____

By signing this bid sheet, bidder acknowledges that he completely understands all Specifications and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

BID FORM I - (Page 1 of 2)
Ferric Chloride Solution
(Liquid)

Delivered price from July 1, 2019 to June 30, 2021 in bulk quantities of 44,000 lbs. or approximately 3,700 gallons: \$_____ per gallon.

Indicate any additional expense (Example: packaging deposit) and explain fully:

Shipping Destinations: Opequon Water Reclamation Facility
3100 Berryville Pike
Winchester, VA 22603
Deliveries accepted between 7:00AM-3:00PM Monday to Friday

Total Annual Usage: OPEQUON WRF 75,000 gallons of 40% solution per year

NOTE: Vendor is advised that actual use could be greater than or less than the quantity estimated.

Material Specifications: Material supplied shall conform to AWWA Standard B407-88, NSF Standard 60 and Water Chemical Codex NAS/CWTC 012-82. In addition, must meet the following specifications:

Specific Gravity	1.40-1.43
%FeCl ₃	38-41
%FeCl ₂	Less Than 1
%Hcl	Less Than 0.2
%Solids	Less Than 0.1
Mn (mg/l)	Less Than 600
Cu (mg/l)	Less Than 25
C (mg/l)	Less Than 75
Ni (mg/l)	Less Than 35
Suspended Solids	Less Than 0.1%

The supplier of this product must furnish an affidavit of compliance. Materials must be certified and listed as meeting the requirements of NSF 60.

Order to Delivery Lead Time: Three (3) days
Required Packaging: Bulk quantities of 3,700 gallon lots

BID FORM I - (Page 1 of 2)
Ferric Chloride Solution
(Liquid)

Special Delivery Instructions: Truck is to be equipped with 2" male quick connect couplings
for bulk unloading at the chemical receiving station.

- Agreeable to all Specifications? YES NO
 - Supplier provided affidavit of compliance? YES NO
 - Supplier provided certification meeting NSF 60? YES NO
- (If 'No', then please reference Section II of this Bid Document and follow instructions)
-

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

NAME AND TITLE: _____

DATE: _____

SIGNATURE: _____

By signing this bid sheet, bidder acknowledges that he completely understands all Specifications and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

BID FORM – K (page 1 of 2)
50% Caustic Soda
(Liquid)

Delivered price from July 1, 2019 to June 30, 2021 in bulk quantities of 44,000 lbs., or approximately 3,700 gallons: \$_____ per gallon.

Indicate any additional expense (Example: packaging deposit) and explain fully:

Shipping Destination: Percy D. Miller Water Treatment Plant
32 Penceland Road
Middletown, VA 22645
Deliveries accepted between 7:00A.M. - 3:00P.M. Monday to Friday

Opequon Water Reclamation Facility
3100 Berryville Pike
Winchester, VA 22603
Deliveries accepted between 7:00AM-3:00PM Monday to Friday

Total Annual Usage: OPEQUON WRF 6,000 gallons per year 50% solution
PERCY D. MILLER WTP 40,000 gallons per year 50% solution

NOTE: Vendor is advised that actual use could be greater than or less than the quantity estimated.

Material Specifications: Caustic Soda supplied must meet the following specifications:

NaOH	48.5 - 51.0 %
Na ₂ O	37.5 - 39.5 %
Na ₂ CO ₃	0.15 - 0.20 %
NaCl	1.00 - 1.10 %
Fe	2.00 - 9.00 mg/l
Freeze Point	50° Approximately
Pounds per Gallon	12.76
Color	Clear to Slightly Turbid

Order to Delivery Lead Time: Three (3) days

Required Packaging: Bulk quantities of 3,700 gallon lots

Special Delivery Instructions: Truck is to be equipped with 2" male quick connect couplings for bulk unloading at the chemical receiving station.

- Agreeable to all Specifications? YES NO
(If 'No', then please reference Section II of this Bid Document and follow instructions)
-

BID FORM – K (page 2 of 2)
50% Caustic Soda
(Liquid)

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

NAME AND TITLE: _____

DATE: _____

SIGNATURE: _____

By signing this bid sheet, bidder acknowledges that he completely understands all Specifications and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

BID FORM – L (Page 1 of 2)
Magnesium Chloride
(Liquid)

Delivered price from July 1, 2019 to June 30, 2021 in bulk quantities of 45,000 lbs., or approximately 4,500 gallons: \$_____ per gallon.

Indicate any additional expense (Example: packaging deposit) and explain fully:

Shipping Destination: Opequon Water Reclamation Facility
 3100 Berryville Pike
 Winchester, VA 22603
 Deliveries accepted between 7:00AM-3:00PM Monday to Friday

Total Annual Usage: OPEQUON WRF 15,000 gallons per year

NOTE: Vendor is advised that actual use could be greater than or less than the quantity estimated.

Material Specifications:

Property	Specifications	
Typical Analysis %	30	Range 28.0 – 32.0
Specific Gravity at 20°C	1.27-1.31	
Bulk Density (lbs./gal)	10.6-10.9	
PH	7.0 – 9.0	
MgSO4 %	32	Min 30
Mg %	0.25	Max 0.40
KCl %	0.4	Max 0.65
NaCl %	0.45	Max 0.70
CaCl2 %	0.02	Max 0.10
Br %	0.4	Max 0.50
Fe mg/Kg	5	Max 10

Order to Delivery Lead Time: Three (3) days
 Required Packaging: Bulk quantities of 3,700 gallon lots
 Special Delivery Instructions: Truck is to be equipped with 2" male quick connect couplings for bulk unloading at the chemical receiving station.

- Agreeable to all Specifications? YES NO
 (If 'No', then please reference Section II of this Bid Document and follow instructions)

BID FORM – L (page 2 of 2)
Magnesium Chloride
(Liquid)

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

NAME AND TITLE: _____

DATE: _____

SIGNATURE: _____

By signing this bid sheet, bidder acknowledges that he completely understands all Specifications and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

BID FORM - M (page 1 of 2)
Magnesium Hydroxide
(Liquid)

Delivered price from July 1, 2019 to June 30, 2021 in bulk quantities of 45,000 lbs., or approximately 4,500 gallons: \$ _____ per gallon.

Indicate any additional expense (Example: packaging deposit) and explain fully:

Shipping Destination: Opequon Water Reclamation Facility
3100 Berryville Pike
Winchester, VA 22603
Deliveries accepted between 7:00AM-3:00PM Monday to Friday

Total Annual Usage: OPEQUON WRF 18,000 gallons per year

NOTE: Vendor is advised that actual use could be greater than or less than the quantity estimated.

Material Specifications:

Typical Chemical Analysis	Wt. % (Loss Free Basis)
LOI (1000°C)	60-61 (Includes 0.50% SO ₃ and 0.10% Cl)
SiO ₂	0.45
F ₃ O ₃	0.21
Al ₂ O ₃	0.13
B ₂ O ₃	>0.25
CaO	0.65
MgO	98.40 Min. 98

Order to Delivery Lead Time: Three (3) days

Required Packaging: Bulk quantities of 4,500 gallon lots

Special Delivery Instructions: Truck is to be equipped with 2" male quick connect couplings for bulk unloading at the chemical receiving station.

- Agreeable to all Specifications? YES NO
(If 'No', then please reference Section II of this Bid Document and follow instructions)
-

BID FORM – M (page 2 of 2)
Magnesium Hydroxide
(Liquid)

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

NAME AND TITLE: _____

DATE: _____

SIGNATURE: _____

By signing this bid sheet, bidder acknowledges that he completely understands all Specifications and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

VIII. SPECIAL TERMS AND CONDITIONS

- a. **AWARD:** The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the City of Winchester. The award or awards will be made to the lowest responsive, responsible bidder or bidders as applicable. Ability to meet response time requirement will be an additional determining factor and part of the award process. The City of Winchester reserves the right to conduct any tests it may deem advisable and to make all evaluations. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The City of Winchester also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- b. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the bid/proposal for each chemical and/or compound offered. Failure on the part of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as nonresponsive.
- c. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder/offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- d. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- e. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- f. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Purchasing Agent or designee. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the Purchasing Agent, or designee the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- g. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for three (3) years after final payment, or until audited by the City of Winchester, whichever is sooner. The City, its authorized agents, and/or City auditors shall have full access to and the right to examine any of said materials during said period.
- h. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, or forms created or developed in the performance of this contract shall become the sole property of the City of Winchester. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the City to evidence the City's sole ownership of specifically identified intellectual property created or developed in the performance of

the contract. Contractor agrees to defend the City of Winchester in all suits, actions or proceedings in which the City of Winchester is made a defendant for actual or alleged infringement of any United States of America, Canada or foreign letters patent resulting from the City of Winchester's use of the goods purchased as a result of this bid. Contractor agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceedings against the City of Winchester.

- i. **QUANTITIES:** Quantities (lots) set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- j. **SITE INSPECTIONS:**
 - i. All bidders are recommended to visit and familiarize themselves with all sites and any conditions which may affect performance and bid price. Submission of a bid will be prima facie evidence that the bidder did make a site inspection and is aware of all conditions affecting performance and bid price.
 - ii. Bidders are to contact each department representative to view each site.
- k. **WORK SITE DAMAGES:** Any damage to existing buildings, structures, utilities, equipment, right-of-way or land resulting from the performance of this contract shall be repaired to the City of Winchester's satisfaction at the contractor's expense.
- l. **INSPECTION:** All goods and workmanship may be subject to inspection, examination, and test by the owner and its representative at any time. City shall have the authority to reject defective goods and workmanship and require its correction. If the contractor fails to proceed at once with replacement of rejected goods and/or the correction of defective workmanship, the owner may, by contract or otherwise, replace such good and/or correct such workmanship and charge the cost to the contractor, or may terminate the right of the contractor to proceed, the contractor and/or surety being liable for any damages.
- m. **COOPERATIVE PROCUREMENT:** Any successful Bidder/Offeror, may at his sole discretion, allow any public body, locality, authority, agency, and school board of the Commonwealth of Virginia to participate in the executed contract(s) of this Invitation to Bid and for the purpose of combining requirements to increase efficiency or reduce administrative expenses.
- n. **REFERENCES:** Bidders shall provide a list of at least five (5) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

	<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

- o. **EXTRA CHARGES NOT ALLOWED:** The delivered unit price shall include all applicable charges, i.e. freight, fuel, overhead, quality controls, and certification; extra charges will not be allowed.
- p. **RENEWAL OF CONTRACT:** This contract may be renewed by the City of Winchester for two (2) twelve (12) month successive periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written

notice of the City of Winchester's intention to renew shall be given within 90 days prior to the expiration date of each contract period.

1. If the City of Winchester elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the All Commodities category, Table 3 of the Producer Price Index (PPI) of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.
 2. If during any subsequent renewal periods, the City of Winchester elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the All Commodities category, Table 3 of the Producer Price Index (PPI) of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.
- q. **WARRANTY and GUARANTEE (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties and guarantees the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Winchester by any other clause of this solicitation. A copy of this warranty and/or guarantee should be furnished with the bid.

IX. CITY OF WINCHESTER REQUIRED GENERAL TERMS AND CONDITIONS

- A. APPLICABLE LAWS AND COURTS
- B. ANTI-DISCRIMINATION
- C. ETHICS IN PUBLIC CONTRACTING
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986
- F. DEBARMENT STATUS
- G. ANTITRUST
- H. MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS
- I. CLARIFICATION OF TERMS
- J. PAYMENT
- K. PRECEDENCE OF TERMS
- L. QUALIFICATIONS OF BIDDERS OR OFFERORS
- M. TESTING AND INSPECTION
- N. ASSIGNMENT OF CONTRACT
- O. SEVERABILITY
- P. CHANGES TO THE CONTRACT
- Q. DEFAULT
- R. TAXES
- S. USE OF BRAND NAMES
- T. TRANSPORTATION AND PACKAGING
- U. INSURANCE
- V. ANNOUNCEMENT OF AWARD
- W. DRUG-FREE WORKPLACE
- X. NONDISCRIMINATION OF CONTRACTORS
- Y. AVAILABILITY OF FUNDS
- Z. LICENSES AND PERMITS
- AZ. TERMINATION
- BZ. HOLD HARMLESS INDEMNIFICATION
- CZ. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION
- DZ. BID PRICE CURRENCY

These General Terms and Conditions are required for all sealed and unsealed written or verbal solicitations issued by the City of Winchester for procurements that are subject to the Winchester City Code unless changed, deleted or revised by the City Attorney.

- A. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed by the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of this Agreement shall be resolved or otherwise litigated in the Circuit Court for the City of Winchester, Virginia or the Fourth Circuit Federal District Court in Harrisonburg, Virginia. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute following the Winchester City Code, Chapter 21-61. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- B. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the City of Winchester 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 the provisions in 1. and 2. below apply:

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, 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 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. **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.
- D. **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.
- E. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Federal Government, Commonwealth of Virginia, or by any City, Town or County 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.
- F. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Winchester all rights, title and interest in and to all causes of action it may now have or hereafter acquire under

the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Winchester under said contract.

H. **MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official City form provided for that purpose may be a cause for rejection of the bid/proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the bid/proposal; however, the City of Winchester reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid/proposal.

I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer 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 Purchasing Agent, or designee.

J. **PAYMENT:**

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 state contract number and/or 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, regardless of which department is being billed.
- 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.
- 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 charges are not reasonable, the City of Winchester shall promptly notify the contractor, in writing, 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 an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

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 of Winchester for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency 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 of Winchester, 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 of Winchester.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT 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 and take precedence.

The City's procurement, Contractor's response and written negotiation summary shall form part of the Contract. In the case of conflicts, discrepancies, errors or omissions among the City's procurement, the Contractor's response, written negotiation summary and the main body of the Contract, the documents and amendments to them shall take precedence and govern in the following order:

1. Contract
2. Negotiation Summary
3. City's Procurement Document(s)
4. Contractor's Response
5. Other Documents

- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The City of Winchester 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 of Winchester all such information and data for this purpose as may be requested. The City of Winchester 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 of Winchester 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 of Winchester 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.

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

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

- O. **SEVERABILITY OF CONTRACT:** In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

- P. **CHANGES TO THE CONTRACT:**

1. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or ten thousand dollars (\$10,000), whichever is greater, without the advance written approval of the City Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer (Winchester City Code 21-44).
2. Changes can be made to the contract in any of the following ways:
 - a. 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.
 - b. The City of Winchester 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 City of Winchester a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City of Winchester's right to audit the contractor's records and/or to determine the correct number of units independently; or
3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City of Winchester with all vouchers and records of expenses incurred and savings realized. The City of Winchester shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City of Winchester within thirty (30) days from the date of receipt of the written order from the City of Winchester. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the City of Winchester Code. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City of Winchester or with the performance of the contract generally.

- Q. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Winchester, 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 of Winchester may have.
- R. **TAXES:** Sales to the City of Winchester are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.
- S. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) 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/offers) 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 of Winchester 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/offers) 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.
- T. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offers) 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.
- U. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offers certifies that if awarded the contract, it will have the following insurance coverage 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 §§ 2.2-4332 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 coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of Winchester of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. The insurer must have an A.M. Best rating of A- or better.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City of Winchester must be named as an additional insured and so endorsed on the policy by the insurer. A notation on the certificate of insurance is not sufficient.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,925,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the <u>Code of Virginia</u> .)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- V. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the Purchasing Agent will publicly post such notice on the City of Winchester's web site (www.winchesterva.gov/purchasing) for a minimum of 10 days.
- W. **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.

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

- X. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- Y. **AVAILABILITY OF FUNDS:** In the event that funds are not appropriated for this Contract for any City fiscal year, following the City's current year, the Contract shall terminate automatically as of the last day for which funds were appropriated without the City providing written notice to the Contractor prior to the date of termination. The City shall not consider termination of the Contract pursuant to this section default. Upon such termination, the City shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.
- Z. **LICENSES AND PERMITS:** Contractors will be responsible for all licenses and permits, if required. Any person, firm, or corporation responding to the City’s procurement which is required to have a current and valid City of Winchester business license and, in fact, does not, will not be considered a "responsive bidder" as such term is defined by the Code of Virginia §2.2-4301, as amended. Any bid received from such an entity may be rejected, at the City's sole option, for that reason alone. In addition, the successful bidder or offeror will be required to produce affirmative evidence, satisfactory to the Purchasing Agent, or designee that it has such a license, or is not required to have such a license, prior to approval and execution of any contract to perform the work herein described.
- AZ. **TERMINATION:**
- a. Termination for Convenience: The City of Winchester may terminate a contract, in whole or in part, whenever the City OF Winchester determines that such termination is in the best interest of the City of Winchester, without showing cause, upon giving ten (10) days written notice to the vendor.
 - b. Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract, the City of Winchester may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the City of Winchester. The Vendor will be paid for work satisfactorily performed prior to termination.
- BZ. **HOLD HARMLESS:** Bids/Proposal shall provide that during the term of the contract, including warranty period, for the successful bidder/offeror indemnifying, defending, and holding harmless the City, its officers, employees, agent and representatives thereof from all suits, actions, claims of any kind (including claims for attorney’s fees) brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyrights.
- CZ. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual’s and the agency’s written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the City to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

DZ. **BID PRICE CURRENCY:** Prices are to be stated in US dollars unless otherwise specified in the solicitation.

BIDDER INFORMATION PAGE

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

COMPANY TAX IDENTIFICATION NUMBER: _____

VIRGINIA STATE CORPORATION COMMISSION ID NUMBER _____

CONTACT NAME AND TITLE: _____

CONTACT EMAIL ADDRESS _____

CONTACT PHONE NUMBER _____