



MORIN BUILDING  
8570 EXECUTIVE PARK AVENUE  
FAIRFAX, VIRGINIA 22031

Date Issued: February 16, 2022

To: All Prospective Offerors

Issued by: Brian Carter, Buyer I

Subject: Addendum #2 to IFB #20-012 Requirements Contract for Ammonium Hydroxide, Caustic Soda, Dry 25%, Caustic Soda, 50%, Phosphoric Acid 75%, Sodium Bisulfite Bulk and Sulfuric Acid

The purpose of this addendum is to extend the deadline for submitting bids, make revisions to the IFB and answer questions that were received prior to the deadline for their submission.

## **I. General**

1. The deadline for submitting bids has been extended to prior to 2:00 p.m, Tuesday, March 1, 2022.
2. Bidders that submitted their sealed bids prior to the issue dates of addenda #1 and #2 shall submit their signed acknowledgment of addenda #1 and #2 in a separate, sealed packet labeled "Addenda to IFB #20-012". Signed addenda shall be received by FW prior to the 2:00 p.m. March 1, 2022 deadline for submitting bids.

## **II. Changes to Bid Specifications and Related Requirements**

1. IFB Section 3.28 Price Firm Period shall be amended to read as follows:

*Bid pricing shall be firm and fixed as originally offered and accepted for the first six months of the contract.*

2. IFB Section 3.22 Insurance Requirements E. 2. shall be amended to read as follows:

*Required Commercial General Liability Insurance: This insurance must be written on an "occurrence" basis and shall be endorsed to include FW as an additional insured and shall provide at a minimum the following:*

All minimum limit values shall remain as specified in the IFB.

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### III. Questions and Answers

1. Q: Will the bid opening be open to the public like usual, or not?
- A: **In accordance with Covid-19 social distancing guidelines, the public bid opening will not be conducted in person but will be held via Microsoft Teams meeting. Those wishing to take part in the public bid opening may do so by following the below link. Bids will be opened promptly following the 2:00 p.m. March 1, 2022 deadline for their submission.**

### Microsoft Teams meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

[+1 571-348-5786,,589179071#](#) United States, Arlington

Phone Conference ID: 589 179 071#

[Find a local number](#) | [Reset PIN](#)

2. Q: Listing 25% Caustic Soda as “Dry” can be confusing, as there is dry caustic soda out there available in beads and flakes. I believe your requirement is for 25% and 50% liquid caustic soda, correct?
- A: **Bid items 2 and 3, caustic soda 25% and 50%, shall be provided as a liquid. Content specifications for caustic soda are provided in Appendix A, page 3 and 4, and in Appendix B, page 1 and 2.**
3. Q: May we please have a bit more detailed information on how prices can be adjusted within the period for this bid? Which specific PPI is acceptable to Fairfax for phosphates, diesel fuel, and trucking?
- A: **Price adjustments will be negotiated between FW and the Contractor(s). Contractors will be required to provide any back up necessary to justify their proposed adjustments. This may include but not be limited to specific indexes used for pricing the chemical adjustment, fuel adjustments and transportation costs for the prior six-month period.**
4. Q: RE: 2.12 Delivery  
“Current pricing at the time the order is placed shall apply regardless of when delivery occurs. A “placed order” is considered an order without a predetermined scheduled delivery. Pricing for scheduled orders shall be the price at the time of delivery. A “scheduled order” is considered an order with a predetermined delivery date.”

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Question: Who or what will determine when orders are placed vs scheduled? We would assume that all ... (phosphoric acid) orders would be "scheduled" orders.

**A: Orders shall be paid based on the price at the time of delivery provided the Contractors do everything they can to deliver chemicals on the scheduled delivery date.**

5. Q: Section 1, Item 1.13 states:  
Due to the volatility in the market of these chemicals, bidders bid price shall remain firm for six-months (6).  
Section 3, Item 3.28 states:  
Bid pricing shall be firm and fixed as originally offered and accepted for the first 12 months of the contract.

Can you please clarify how long the bid price shall remain firm?

**A: Please refer to the changes noted in addendum section II.1 above.**

6. Q: The terms listed in section 1.13 seem to contradict what's written in section 3.27. Could you please let me know which guidelines we should be using?

**A: There is no contradiction between Section 1.13 and Section 3.27. If this question is in reference to Section 3.28, see the answer to question 5 of this addendum.**

7. Q: The section below is restrictive as manufacturers will not agree to this language if not awarded the bid upfront.

*4.4 Contractor Replacement In the event that a Contractor is declared to be in default, the next lowest responsive and responsible Bidder will be given an opportunity to accept a contract for the chemicals that were provided by the defaulting Contractor. If within 180 calendar days after contract award, the prospective Contractor must agree to provide the chemicals at its original bid price. After the first 180 calendar days, the Contractor will be allowed to adjust the original bid price by an amount equal to the annualized PPI-SA for Chemicals and Allied products or the specific series Id referenced on their original bid for the period of time between contract award and Fairfax Water's offer to accept the contract. FW reserves unto itself, the unilateral right to either not extend an offer to the next lowest Bidder or to rebid the subject chemicals.*

We request the ability of a replacement contract to be mutually agreeable.

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**A: In the event that a Contractor is declared to be in default, the next lowest responsive and responsible Bidder will be given an opportunity to accept a contract for the chemicals that were provided by the defaulting Contractor. If default occurs within 90 calendar days after contract award, the prospective Contractor must agree to provide the chemicals at its original bid price. After the first 90 calendar days, the Contractor will be allowed to adjust the original bid price by an amount that is mutually agreed to by both parties. Contractor's will be required to provide supporting documentation to justify their proposed contract price. This may include but not be limited to documentation of any price based on raw materials used in the manufacturer of the chemical, transportation costs, and any index documentation specific to the chemical. FW reserves unto itself, the unilateral right to either not extend an offer to the next lowest Bidder or to rebid the subject chemicals.**

8. Q: Re: 2.13 Delivery Requirements.  
Lead times are continuing to be challenged, what lead times are required and what lead time will cause our bid to be non-responsive? Currently we work closely with your plants to meet the requirements.

**A: There are no lead times specified in the IFB therefore no bid will be considered nonresponsive based on not meeting a specified lead time. Bidders are required to provide a realistic lead time for delivery of the chemical so that Fairfax Water can plan out deliveries.**

9. Q: I would like to see if our bid would be accepted if our insurance was on an occurrence basis, rather than claims made. See below change we would like to see allowed. Let me know if you have any questions.

*3.22 Insurance Requirements*

*2. Required Commercial General Liability Insurance: This insurance must be written on a "occurrence" basis and shall be endorsed to include FW as an additional insured and shall provide at a minimum the following:*

**A: Please refer to the changes noted in addendum section II.2 above.**

**NO OTHER QUESTIONS WERE RECEIVED PRIOR TO THE DEADLINE**

#### **IV. Acknowledgement**

Acknowledge your receipt of, and compliance with, this Addendum by either signing the attached acknowledgement, or referencing its receipt and your compliance, in your bid.

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**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM #2**

I certify that the information contained in the proposal submitted on behalf of the below named firm incorporates any and all changes to the original specification. I further certify by my signature below, that I am fully authorized to acknowledge receipt of the above addendum and also bind the below named firm to the terms, conditions and specifications of the IFB and any changes thereto made by this addendum.

**ACKNOWLEDGED BY:**

**FOR:** \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Printed/typed name

\_\_\_\_\_  
Title