



MORIN BUILDING
8570 EXECUTIVE PARK AVENUE
FAIRFAX, VIRGINIA 22031

INVITATION FOR BIDS

Bid No: 23-013

Requirement: Copper Sulfate, Hydrofluorosilicic Acid, Polyaluminum Chloride, Sodium Hypochlorite, 15%

Date Issued: Thursday, February 23, 2023

Deadline for Questions: Prior to 2:00 PM, Thursday, March 2, 2023

Bid Due Date: Prior to 2:00 PM, Thursday, March 9, 2023

Virtual Bid Opening: Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 298 231 599 383
Passcode: C8FYtf
[Download Teams](#) | [Join on the web](#)
Or call in (audio only)
[+1 571-348-5786,,350032133#](#)
United States, Arlington
Phone Conference ID: 350 032 133#
[Find a local number](#) | [Reset PIN](#)

IFB Delivery Location and Place of Bid Opening: Procurement Department
Fairfax Water
8570 Executive Park Avenue
Fairfax, Virginia 22031

Procurement Contact: Brian Carter
Buyer I
Telephone: (703) 289-6264
Facsimile: (703) 289-6262
E-Mail: bcarter@fairfaxwater.org

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SECTION 1

1. SUMMARY INFORMATION AND SUBMISSION OF BIDS

1.1 Introduction

The Fairfax County Water Authority, doing business as Fairfax Water (FW) was created under the Virginia Water and Waste Authorities Act pursuant to resolutions adopted by Fairfax County on September 26, 1957. Fairfax Water is managed by a ten-member Board of Directors appointed for three-year terms by the Fairfax County Board of Supervisors.

1.2 Objective

The objective of this Invitation to Bid (IFB) is to award an annual requirements contract (i.e., Blanket Purchase Orders) for the following chemicals:

- Copper Sulfate
- Hydrofluorosilicic Acid
- Polyaluminum Chloride
- Sodium Hypochlorite, 15%

This solicitation is a collaborative effort conducted on behalf of Fairfax Water, Loudoun Water, and Fairfax County (i.e., the “Members”).

1.3 Questions and Communications

All contact between prospective Bidders and FW with respect to this solicitation will be formally held at scheduled meetings or in writing through the Issuing Office. Questions and comments regarding the meaning or interpretation of any aspect of this solicitation must be submitted in writing to the Procurement Contact identified on the cover page to this solicitation and must be received on or before the deadline for submitting questions. Only written questions will be accepted. Questions and/or comments which are submitted after the deadline set forth on the cover page to this solicitation will not be answered.

FW shall respond to all timely questions and comments that are properly submitted and are deemed to address a matter that is relevant and substantive in nature within a reasonable period of time, in the form of a written Addendum that will be transmitted to all prospective Bidders at the addresses furnished to FW for such purpose. Oral communications between FW and any Bidder regarding the interpretation or meaning of any aspect of this IFB are not authorized and may not be relied upon for any purpose.

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1.4 Bid Opening and Instructions for Submitting Bids

The deadline for submitting bids and the location for opening bids is shown on the cover sheet. Bids will be opened immediately following the deadline for submitting bids. Bids will be opened in accordance with the provisions of the Virginia Public Procurement Act. The public bid opening will be held virtually via Microsoft Teams.

All bids must be submitted in a sealed package(s), no other form of submission will be accepted (i.e., E-mail, Facsimile, etc.). Bid packages must be identified on the outside as follows:

From: _____	_____
Name of Bidder	Due Date
_____	_____
Street	IFB No.
_____	_____
City, State, Zip Code	IFB Title

Attn: Brian Carter

1.5 Bid Submission Form

Attachment 2 is the Bid Submission Form. It must be completed and signed by an agent who is fully authorized to bind the individual or organization submitting the offer to sell, to the terms, conditions and specifications contained herein as well as any addenda to this solicitation. Due to the complex nature of this solicitation, all Bidders must submit their bids on the bid submission form only. Failure to use the attached Bid Submission Form may result in the rejection of your bid.

1.6 Proprietary Information

A. Except as provided herein or as otherwise set forth in §2.2-4342 of the Virginia Public Procurement Act (Va. Code Ann. §2.2-4300 *et seq.*, the “Act”), all proceedings, records, contracts and other public records relating to procurement transactions shall be open to inspection in accordance with the Virginia Freedom of Information Act (Va. Code Ann. §2.2-3700 *et seq.*, the “Virginia FOIA”).

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- B. A Bidder, Offeror or Contractor shall have the right to identify data or other materials submitted in connection with this procurement as trade secrets or proprietary information, which shall not be subject to inspection pursuant to either §2.2-4342 of the Act or the Virginia FOIA, by submitting to Fairfax Water prior to or at the time of submission of its proposal or bid a separate, written notice on its letterhead stationery setting forth the following: (i) a statement indicating that the Bidder, Offeror, or Contractor wishes to invoke the protections of this section; (ii) an identification of the data or other materials for which protection is sought; and (iii) a statement with regard to why protection is necessary.

1.7 Addenda to the IFB

- A. FW reserves the right to amend this solicitation at any time prior to the deadline for submitting Bids. If it becomes necessary to revise any part of this IFB, notice of the revision will be given in the form of an Addendum that will be provided to all prospective Bidders who are on record with FW as having received this solicitation. If, in the opinion of FW, the deadline for the submission of bids does not provide sufficient time for consideration of any Addendum, then such deadline may be extended at the discretion of FW.
- B. It shall be the responsibility of each Bidder to contact the Purchasing Contact identified on the cover page to this solicitation prior to submission of a bid hereunder in order to determine whether any Addenda have been issued in connection with this procurement. Notwithstanding any provision to the contrary, the failure of any Bidder to receive any Addenda shall neither constitute grounds for withdrawal of its bid, nor relieve such Bidder from any responsibility for incorporating the provisions of any Addenda in its proposal.

1.8 Receipt of Addenda

Acknowledge receipt of each addendum by signing it and submitting it by the bid deadline.

1.9 Late Bids

Bids or unsolicited amendments to bids arriving after the bid submission deadline will not be considered.

1.10 Contract Award

Contract award shall be made to the lowest responsive and responsible bidder on a total cost basis or an individual line item basis whichever is deemed more favorable to Fairfax Water.

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1.11 Public Notice of Award

Public notice of award will be posted on the official FW web site (<http://www.fcwa.org/procurement/index.htm>).

1.12 Definitions

- A. **Acceptance** – means the point in time when FW Project Manager confirms in writing that the contract has been completed as contracted for and the Contractor is released from any further obligations. All remaining payments due the Contractor shall be approved for payment at this time.
- B. **Award** – means the decision by FW to execute a contract after all necessary approvals have been obtained.
- C. **Bid** – means the response by a Bidder to an Invitation for Bids issued by a procurement agency to obtain goods or labor.
- D. **Bidder** – means any person submitting a response to an IFB.
- E. **Contract** – means the formal acceptance of a bid by FW.
- F. **Contractor** – means the successful Bidder receiving a contract as a result of this solicitation.
- G. **Default** – means that the Contractor has failed to fulfill its contractual obligations properly and on time.
- H. **FW** – means Fairfax Water. The terms Owner and FW have the same meaning.
- I. **Notice** – The term “Notice” or the requirement to notify means a written communication delivered in person, by facsimile, or by certified or registered mail to the individual or firm, or to an officer of the Contractor for whom it is intended.
- J. **Owner** – Fairfax County Water Authority.
- K. **Project** – The term “Project” means the same as the phrase “the Work.”
- L. **Project Manager** – means FW employee assigned to this project for purposes of oversight of the project. The Project Manager is responsible for all aspects of the contract (excluding contract modifications) after contract award, including but not limited to approving design changes, and authorizing payment for completed work.
- M. **Specifications** – The term “Specifications” refers to the written technical description of materials, equipment, construction systems, standards, and workmanship to be applied to the Work and certain administrative details applicable thereto.
- N. **Work** – The word “Work” shall include all material, labor equipment and tools, appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract, and any such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated or as required by industry practice, custom or usage to complete the project as proposed by the Bidder and accepted by FW.

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1.13 Term of Contract and Contract Renewal

The Contracts awarded as a result of this solicitation will be effective for an initial 9-month period, May 1, 2023 through January 31, 2024. FW reserves the unilateral option to renew this contract annually thereafter for one additional one-year period, subject to the terms and conditions specified herein.

Due to the volatility in the market of these chemicals, bidders' bid price shall remain firm for six-months (6). After the initial six-month period a three-month renewal price, based on mutual agreement by both parties, will be effective to cover the remaining time of the initial nine-month contract term. After the initial nine-month contract, a one-year renewal, with six-month price adjustment options, may be utilized effective February 1, 2024. Any six-month price adjustments will be based upon a mutually agreed to price between both Fairfax Water and the Contractor. Contractors will be required to provide supporting documentation to justify any price adjustment for the upcoming six-month period. This may include but not be limited to documentation of any price adjustments based on raw materials used in the manufacture of the chemical, transportation costs, and any index documentation specific to the chemical. **A determination by Fairfax Water will be made on how pricing will be structured for any subsequent renewal options.**

Notification of renewal shall be by the issuance of a renewal purchase order / contract. Failure to renew by the expiration date of the then current contract year will not automatically cancel the contract. FW may retroactively renew the contract at any time prior to the last day of the following contract year providing that FW has not formally canceled the contract(s).

END SECTION 1

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SECTION 2

2. BID SPECIFICATIONS AND RELATED REQUIREMENTS

2.1 Chemical Specifications

The Calendar Year (CY) 2023 chemical specifications are contained in Appendix “A”: Chemical Requirements.

2.2 Spot Testing of Chemicals at Time of Delivery

The Members reserve the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the bid specification will be sufficient reason for rejection of the shipment. Should a shipment be rejected, it will be returned to the Contractor, who shall pay all handling and shipping charges in both directions. Upon notice of rejection of a shipment, the Contractor shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event the Contractor is unable to promptly furnish the chemical of acceptable quality, the jurisdiction will obtain the chemical elsewhere. Any additional cost incurred by the jurisdiction will be charged to the Contractor either as a credit against an outstanding invoice or as an invoice for immediate reimbursement.

2.3 Shipping

Contractor shall ship chemicals in accordance with standard commercial practices and all Federal, State and local laws and regulations. Contractor shall be solely responsible for the shipment until delivery at the designated facility.

2.4 Weight at Time of Delivery

The Members reserve the right to weigh the shipments on their scales before and after delivery. In order to reduce the time and money required to resolve and adjust for minor weight differences, the net weight shown on the Contractor’s weight ticket will be accepted unless it exceeds the net weight shown on the Members’ ticket by more than 200 lbs. If the net weight shown on the Contractor’s ticket exceeds the net weight on the Members ticket by more than 200 lbs., the net weight shown on the Members ticket will be used.

2.5 Virginia Department of Health Requirements

The Virginia Department of Health (VDH) requires that all containers are labeled in accordance with all applicable federal regulations. The Contractor is responsible for

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ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the contract. Failure to maintain compliance as specified in this paragraph or elsewhere in this IFB will result in termination of the contract.

2.6 Safety Data and Quality Reports

Provide the following related documentation for each chemical being bid by your firm must be included with your submittal:

1. A copy of the most current Safety Data Sheet.
2. National Sanitation Foundation certification by the manufacturer for drinking water, and
3. Certificate of analysis (COA) for all chemicals

2.7 Estimated Quantities

The quantities specified herein are estimates based upon current consumption and projected demand for the next contract year and shall not be construed to represent an amount which FW shall be obligated to purchase. The exact amounts ordered may be more or less, subject to the actual needs of the Members. Bidders agree that the Participants will only be responsible for the amounts actually ordered.

2.8 Priority Customer

By submitting a bid in response to this solicitation, Bidder understands and acknowledges that the Members provide services that are essential to the health and welfare of the public. Failure of a Contractor to provide chemicals under any Contract issued pursuant to the terms, conditions, and specifications contained in this IFB may jeopardize Members' ability to provide timely services, which may affect the health and welfare of the public served by FW. In the event of product shortages at any level of the production to delivery chain, Bidder agrees and affirms that Members will be given the earliest possible notice and the highest priority for allocation of the item(s) listed herein. To the extent that the Contractor must prioritize and/or allocate delivery among its customers, the requirements of the Members will be honored before chemicals are provided to a customer with no obligations with regard to the public health and welfare. To the extent that chemicals are insufficient to meet the requirements of all of the clients who are responsible for the health and welfare of the public, the Chemicals will be allocated in a manner deemed to be fair and reasonable to all such clients.

2.9 Warranty

- A. By submitting a bid in response to this solicitation, Bidders warrant that chemicals provided as a result of this solicitation:

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1. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals,
2. Conform in all respects to the chemical specifications contained herein,
3. Are suitable for a public drinking water supply and/or waste water treatment,
4. Are free from adulterants or impurities of any kind, and
5. In addition to any other warranties expressed or implied, the specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.

B. If at any time, any chemical supplied by the vendor fails to conform to the specifications, then the Contractor shall, at no additional cost to the Member (s), promptly replace any such chemical. If the Contractor is unable to remedy such nonconformity during a time period consistent with the requirements, The Member (s) may undertake to remedy the nonconformity and in such a case the Contractor shall reimburse the Member (s) for any costs thereby incurred.

2.10 References

Bidders who have not provided the chemical(s) specified in this solicitation to FW or the Members within the past two years must submit three references for each chemical being bid from institutions of a similar size and scope of operation in the Mid-Atlantic area for which the chemicals being bid were provided within the past 12 months. References must be able to attest without reservation that the firm provided the same chemical being bid on in this solicitation without any significant problem of any kind, and at any time during the contract period. One Reference Sheet (Attachment 1) is provided for your convenience.

2.11 Insurance Claims against Bidder

In addition to the mandatory insurance requirements listed in Subsection 3.22 (Insurance Requirements) and at the request of FW, the apparent low bidder shall submit a list of all insurance claims exceeding \$100,000 made against it within the past 12 months. Failure to provide this information within ten calendar days of request by FW may result in rejection of your bid.

2.12 Delivery

Each Member will establish its own delivery schedule based upon its own requirements and the Bidder's specified time to deliver after receipt of an order. 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. Failure to honor delivery schedules (including partial deliveries) may result in damages to the participating Member. Members may at their own option and convenience cure late, partial, or missing deliveries in any manner that best

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resolves the shortage. The Contractor is liable for any and all costs incurred by a Member due to such failures and the Member may recover any additional losses by deducting the outstanding amount from unpaid invoices, making a claim against a Performance Bond (if one is on file), submitting an invoice to the Contractor, or any other method that best suits the Member.

2.13 Delivery Requirements

- A. In the event there is an elevated security threat to our facility, all deliveries shall be between the hours 7:30 a.m. and 2:00 p.m., Monday through Friday unless specially requested by the plant. As each delivery leaves the Contractor's yard, the Plant is to be advised as to the driver's name and trailer number and estimated arrival time. Upon arrival, the driver will be required to show photo ID and the trailer number will be checked and verified before delivery is allowed on site. Failure to follow these procedures may result in a refusal of the delivery at the Contractor's risk and expense.
- B. By submitting a bid in response to this solicitation, the Bidder guarantees delivery of chemicals within the delivery schedule. Failure to deliver within the time specified, or as amended in writing by the contracting Member, or failure to make replacements of rejected chemicals, shall constitute a breach of contract. In the event of such breach, the Member has the option to declare the Contractor in default and claim damages.
- C. Contractor shall comply with all regulations for tank/truck unloading as established by the US DOT, as well as any State and local requirements for tank/truck unloading.
- D. Chemical containers supplied by the Contractor shall be the sole responsibility of the Contractor at all times and in any circumstance. Members will not pay demurrage or other charges unless the Member specifically requests that the Contractor leave the container beyond the delivery date.
- E. The control number shall be provided to the Treatment Plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the utility may be cause for refusal of the delivery.
- F. All deliveries shall be accompanied by a receiving ticket under this contract that shall be supported by:
 - Contractor's Name,
 - Purchase Order and Call Order Number (release number),
 - Date of Delivery and Date of Order,
 - Materials furnished,
 - Quantity, unit price and extension of each item, and total, in accordance with the contract, and
 - Name of authorized representative ordering the supplies.
 - Certificate of Analysis
 - Adequate certified documentation to convert weight ticket to contract unit of measure.

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- G. The Contractor's delivery ticket will be signed in duplicate by the Member's designated representative. One copy will be given to the employee signing for the delivery and the second copy will be retained by the Contractor.
- H. If required by a Member, the Contractor will call the plant prior to delivery and shall fax a copy of the driver's license, and a Chemical Shipping Itinerary sheet, which must include the manifest number and the above referenced information.
- I. Deliveries must be made by within the delivery time specified in the bid submission document. If a delay is anticipated, the Contractor must provide as much advanced notice as possible to the affected member(s). If delivery is not made on time, the jurisdiction shall have the right to procure the material on the open market. Any additional costs incurred by the Member as a result of the Contractors failure to provide timely delivery will be at the sole risk and expense of the Contractor.
- J. The Members reserve the unilateral right to reject any late or partial delivery. Any related costs shall be borne by the Contractor.
- K. Members have the right to refuse delivery if chemical packaging is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.
- L. Contractor(s) shall comply with all regulations for tank / truck routing and unloading as established by the US DOT, as well as any State and local requirements for tank / truck unloading.
- M. All chemicals shall be delivered F.O.B. delivered. All cost for shipping, handling, insurance and related delivery charges must be included in the unit price for each bid item.
- N. Delivery Free period shall be 5 hours for Powdered Activated Carbon and 2 hours for all other chemicals.
- O. Hours of delivery will be determined by each jurisdiction.
- P. Regardless of the reason, the Contractor shall be solely responsible for spills, and or delivering chemicals to the wrong storage locations/tanks. Any and all cost associated with remediation, including, but not limited to Hazmat, site cleanup, and tank cleaning etc., shall be the responsibility of the contractor.
- Q. Contractors shall provide and maintain any and all special tools required to load or dispense chemicals. If required, contractor shall provide pre-set torque wrenches; and will be solely responsible for damages, leaks, etc. caused by malfunctioning or improperly set tools.
- R. Delivery vehicles must be in good working order and compliant with all Federal, State, and local transportation laws and regulations. If Contractor intends to subcontract delivery to a third-party carrier, the Contractor must submit the name of the carrier and a complete list of all state and interstate violations for which the subcontractor, its drivers and or its vehicles have been cited within the past 2 years.

2.14 Inspection

The Members reserve the right to inspect and test any chemical at any time during or after delivery. No inspection, test, approval or acceptance of any Commodity shall relieve Contractor from liability for defects or other failure to satisfy the requirements set forth in

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the Contract Documents.

2.15 Principals Only

The use of Sub-Contractors, agents, etc. is prohibited. Fairfax Water will enter into contracts with bidders whose primary business is the sale of the chemical (s) for which the bidder is submitting a bid.

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3 STANDARD TERMS AND CONDITIONS

3.1 Authorization to do Business in Virginia

Each bidder that is organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code shall include with its bid the identification number issued to it by the Virginia State Corporation Commission. Any bidder that is not authorized to transact business in Virginia as a foreign entity under Title 13.1 or title 50 of the Virginia Code or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized.

3.2 Anti-Discrimination

By submitting their bids, Bidders certify to FW 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.

A. During the performance of the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin 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.
2. 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.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions above in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.

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- C. Fairfax Water does not discriminate against faith-based organizations on the basis of the organization's religious character or impose conditions that (a) restrict the religious character of the faith-based organization, except as provided by law, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

3.3 Antitrust

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to FW 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 FW.

3.4 Arrearage

By submitting a Bid in response to this solicitation, the individual or firm submitting the bid shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing FW, the Commonwealth of Virginia, or any public body in the Commonwealth of Virginia, including but not limited to any obligation to pay taxes and/or employee benefits. Bidder further agrees that it shall make diligent efforts to avoid becoming in arrears during the Term of any Contract awarded hereunder.

3.5 Assignment of Interest

The Contractor shall not assign any interest in any resulting Contract and shall not transfer any interest in the same without prior written consent of FW, which FW shall be under no obligation to grant.

3.6 Availability of Funds

It is understood and agreed between the parties herein that FW shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

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3.7 Brand Names

- A. Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that FW, 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. Each Bidder is responsible to clearly identify the product being offered (by manufacturer's name, model, part number, etc.) and to provide sufficient descriptive literature, catalog cuts and technical detail to enable FW to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring an offer non-responsive. Unless the Bidder clearly indicates that the product offered is an "equal" product, such bid will be considered to offer the brand name product specified in this solicitation.
- B. For purposes of this solicitation and any contract that may result here from, FW's designation of any one or more manufacturers and/or suppliers as "preapproved" or "acceptable" shall signify only that such manufacturers and/or suppliers previously have submitted work samples or the like to Fairfax Water which satisfied Fairfax Water's requirements. Fairfax Water's designation of any one or more manufacturers and/or suppliers as "preapproved" or "acceptable" shall in no event be deemed or construed to be a representation or warranty on the part of Fairfax Water of any such manufacturer's or supplier's capability or capacity (in terms of financial wherewithal, personnel and equipment availability, managerial ability or otherwise) of performing any of the requirements of this solicitation in accordance with the terms and conditions hereof. Each Bidder shall conduct such independent investigation into the qualifications, experience and abilities of its selected manufacturers and suppliers as it deems appropriate under the circumstances.
- C. "Or Equal" bids will not be accepted for those chemicals on Fairfax Water's QPL.

3.8 Cancellation

Fairfax Water may cancel this solicitation at any time and for any reason prior to contract award.

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3.9 Compliance with Laws, Regulations and Codes

The Offeror hereby represents and warrants that:

- A. It is qualified and properly licensed to do business in the Commonwealth of Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing FW, the Commonwealth of Virginia, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

3.10 Contract Changes / Change Orders

- A. No verbal agreement or conversation with any officer, agent or employee of FW either before or after the execution of any Contract resulting from this solicitation or follow-on negotiations, shall affect or modify any of the terms, conditions, specifications, or obligations contained in the solicitation, or resulting Contract. No alterations to the terms and conditions of the Contract shall be valid or binding upon FW unless made in writing and signed by the purchasing contact identified on the cover page. Contract changes shall be in writing and shall be on official FW Purchasing Department letterhead. In any event and in all circumstances, the Contractor shall be solely liable and responsible for any Contract changes, deviations, etc., made without first receiving written authorization to deviate from the Contract by the FW Project Manager.
- B. Changes can be made to the contract in any of the following ways:
 - 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.

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2. FW may order changes within the general scope of the contract at any time by 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 FW a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. 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 Fairfax Water's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. 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 FW with all vouchers and records of expenses incurred and savings realized. FW 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 Notice to the Purchasing Department. 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 FW or with the performance of the contract generally.

3.11 Contractor's Responsibilities

- A. The Contractor shall be responsible for all products and/or services as required by this IFB. The use of subcontractors is prohibited unless:
 1. A request to include a subcontractor is included in the bid and,
 2. The Bidder receives written approval to use a subcontractor prior to, or as part of the formal contract between the parties.
- B. Even when properly authorized by FW, the use of a subcontractor does not relieve the Contractor of liability under the contract.

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- C. The Contractor, at its sole expense, shall be responsible for damage to FW and non-FW property as a result of its failure, or its subcontractor's failure to protect such facilities and utilities.
- D. The Contractor, at its sole expense, shall immediately repair or replace FW property damaged by (or caused by) the Contractor or its Subcontractor(s). Replacements will be of equal or better quality than the property damaged property, and all such work must be approved by FW Project Manager.

3.12 Debarment Status

By submitting a Bid in response to this solicitation, each Bidder certifies that it is not currently debarred by the federal government, the Commonwealth of Virginia, or any agency or department thereof from submitting a bid or proposal in connection with any procurement project and that it is not an agent of any person or entity that currently is so debarred.

3.13 Delivery

In the case of solicitations that require delivery to FW:

- A. By submitting a bid in response to this solicitation, the Bidder guarantees delivery of contract items within the timeframe specified herein or as indicated in the bidders bid submission form. Failure to deliver within the time specified, or as amended in writing by FW, or failure to make replacements of rejected Contract items, shall constitute a breach of contract and may be grounds for a declaration of default in addition to any other remedies FW may be entitled to.
- B. Deliveries must be made by within the delivery time specified in the bid submission document. If a delay is anticipated, the Contractor must provide as much advanced notice as possible to FW. Failure to honor a delivery schedule may result in damages to FW. The Contractor is liable for any and all costs incurred by FW due to such failures.
- C. Homeland Security Advisory System: If the Homeland Security Advisor System places the water / waste water industry in Codes High or Severe, all deliveries shall be between the hours 7:30 a.m. and 2:00 p.m., Monday through Friday unless specially requested by the plant. As each delivery leaves the Contractor's yard, the Plant is to be advised as to the driver's name and trailer number and estimated arrival time. Upon arrival, the driver will be required to show photo ID and the trailer number will be checked and verified before delivery is allowed on site. Failure to follow these procedures may result in a refusal of the delivery at the Contractor's risk and expense.

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3.14 Duration of Bids

Bids shall be valid for a minimum of 90 days following the deadline for submitting bids. If an award is not made during that period, all bids shall be automatically extended for another 90 days. Bids will be automatically renewed until such time as either an award is made or proper notice is given to FW of Bidder's intent to withdraw its bid. Bids may only be withdrawn by submitting written notice at least seven days before the expiration of the then current 90-day period.

3.15 Ethics in Public Contracting

Contractor hereby certifies that it has familiarized itself with Article 4 of Title 11 of the Virginia Public Procurement Act, Section 11-72 through 80, Virginia Code Annotated, and that all amounts received by it, pursuant to a contract resulting from this solicitation, are proper and in accordance therewith.

3.16 Examination of Records

Bidder agrees that in any resulting contract, either FW or its duly authorized representative shall have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to any resulting contract. This obligation shall expire five years after the final payment for the final service performed as a result of any and all contract(s) awarded pursuant to this solicitation, or until audited by FW, whichever is sooner. Contractor will provide reasonable access to any and all necessary documents and upon demand provide copies of documents if so required by FW or its representative(s). FW will reimburse the Contractor for any reasonable expenses it incurs as a result of such a request.

3.17 Familiarity with Specifications

Each Bidder shall bear responsibility for thoroughly examining this solicitation in its entirety. In the event that Bidder has any questions or comments regarding the proper meaning or intent of any aspect of this solicitation, then such Bidder shall submit all such questions and comments in writing to the Procurement Contact identified on the cover sheet of this solicitation.

The submission by a Bidder of a Bid in response to this solicitation shall be deemed to constitute a representation on the part of such Bidder that it has thoroughly examined this solicitation and has submitted any and all questions and comments it may have regarding the meaning or interpretation of this solicitation to Fairfax Water in the manner prescribed herein.

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3.18 Formation of Contract

- A. The words “Contract” and “Purchase Order” are used interchangeably unless the context otherwise plainly requires. The documents comprising the Contract shall be accorded the following order of precedence:
1. Any Change Orders;
 2. All Purchase Orders;
 3. Any Addenda to the IFB;
 4. This IFB (including all Appendices and Attachments hereto); and
 5. The Bidder’s completed Bid Tabulation Form (including any drawings and submittals).
- B. The contract to be entered into as a result of this IFB shall be by and between the Bidder as Contractor and FW. It shall include the following items, which are listed in order of precedence:
1. The fully executed contract between the parties, or FW Purchase Order,
 2. The IFB and any Addenda to the IFB,
 3. The Bidder’s response to the IFB (including any drawings and submittals), and
 4. All correspondence between the parties regarding this IFB.
- C. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

3.19 Governing Law; Venue; Waiver of Jury Trial

Notwithstanding any provision to the contrary, this solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any dispute arising hereunder which is not otherwise resolved by the parties shall be resolved by a court of competent jurisdiction in the Commonwealth of Virginia. The Contractor and FW hereby waive any right such party may have to a trial by jury in connection with any such litigation.

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3.20 Incorporation by Reference

This solicitation is issued in accordance with, and controlled by, the Virginia Public Procurement Act (VPPA), which is incorporated into and made part of the solicitation. By submitting a bid in response to this solicitation, all Bidders acknowledge the VPPA and agree to be bound by it. A copy of the VPPA is available for inspection at the Purchasing Department at FW. It is also available at the Virginia Department of General Services, Department of Purchases and Supply Website:

<http://www.eva.virginia.gov/pages/eva-vppa.htm>

3.21 Indemnification and Responsibility for Claims and Liability

With respect to any contract that results from this solicitation, Bidder is bound by the following:

- A. The Contractor shall indemnify, save harmless and defend FW, or any employee of FW, against liability for any suits, actions, or claims of any character whatsoever arising from or relating to the performance of the Contractor or its subcontractors under this contract.
- B. FW has no obligation to provide legal counsel or defense, or pay attorney's fees to the Contractor or its subcontractors in the event that a suit or action of any character is brought by any person not party to the contract, against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract.
- C. FW has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract.
- D. The Contractor shall pay all royalties and license fees necessary for performance of the contract. The Contractor shall defend all suits or claims for infringement of any patent rights or other proprietary rights arising from or related to performance of the resulting contract and shall save FW harmless from any and all loss, including Attorneys' fees arising out of any such claim.

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3.22 Insurance Requirements

- A. In addition to the mandatory insurance requirements listed in this Section and, at the request of FW, any Bidder may be required to provide a list of all insurance claims made against it within the past 36 months. FW reserves the right to reject any bid if in FW's opinion the amount or number of claims is deemed to be excessive. An Bidder's failure to comply with this requirement may result in rejection of its bid. If no claims have been made, then the Bidder shall so state in its bid. Fairfax Water may require such information from the Contractor as it deems necessary to assess the Contractor's financial ability to pay any deductibles with respect to the insurance policies required hereunder.
- B. Before commencing the work, the Contractor shall procure and maintain at its own expense, minimum insurance in forms and with insurance companies acceptable to FW to cover loss or liability arising out of the Work. All insurance policies must be underwritten by insurers authorized to conduct business within the Commonwealth of Virginia and must have a Best's rating of at least A- and a financial size of class VIII or better in the latest edition of Best's Insurance Reports.
- C. The Contractor shall immediately notify FW of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the contract. If such a claim or suit is brought, the Contractor will cooperate, assist, and consult with FW in the defense or investigation of any suit or action made or filed against FW as a result of or relating to the Contractor's performance under this contract.
- D. With the exception of Workers' Compensation and Employers' Liability Insurance, all additional insurance policies specified herein shall name FW as an additional insured with regard to work performed under any subsequent Contract
- E. The Contractor will provide FW with copies of certificates of insurance coverage and proof of payment of all premiums. Each certificate of insurance must include: (a) an endorsement from the insurer that certifies that the Contractor maintains the referenced policy in full force and effect; (b) where applicable, a statement indicating that FW is included as an additional insured; and (c) a provision requiring that not less than 30 days written notice will be given to FW before any policy or coverage is canceled or modified in any material respect. Without limiting the requirements set forth above, the insurance coverages will include a minimum of:
 - 1. Workers' Compensation and Employers' Liability Insurance: Statutory requirements and benefits as required by the Commonwealth of Virginia; and

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2. 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:

◆ General Aggregate Limit (Other than Manufacturer Product Liability)	\$2,000,000
◆ Manufacturer Product Liability Limit	\$1,000,000
◆ Each Occurrence Limit	\$ 500,000
For Construction Contracts:	
◆ Directors & Officers – Errors & Omissions	\$2,000,000
◆ Excess Liability Limit	\$1,000,000

F. Business Automobile Liability Insurance: This insurance coverage must extend to any motor vehicles or other motorized equipment regardless of whether it is owned, hired, or non-owned and must cover Bodily Injury and Property Damage with a combined single limit of at least \$1,000,000 each accident. This insurance must be written in comprehensive form and must protect the Contractor and FW against claims for injuries to members of the public and/or damage to the property of others arising from the Contractor's use of motor vehicles or other equipment and must cover both on-site and off-site operations.

G. Nothing contained herein will be deemed to operate as a waiver of FW's sovereign immunity under the law.

3.23 No Waiver or Estoppel

Neither the inspection by FW nor any of its employees, nor any payment of money, nor payment for, nor acceptance of any Commodity by FW, nor any extension of time shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner or of any right to damage herein provided. No waiver of any breach of this Contract shall be held to be a waiver of any other subsequent breach. All remedies provided in this Contract to FW shall be construed as cumulative and shall be in addition to each and every other remedy herein provided. Neither FW, nor any officer, member, employee, or authorized representative of FW, will be bound, precluded, or estopped by any action, determination, decision, acceptance, return, certificate, or payment made or given under or in connection with the Contract by any officer, employee, member or authorized representative of the Owner, at any time either before or after final completion and acceptance of the Work and payment therefore from: (a) showing the true and correct classification, amount, quality, or character of the Commodities delivered, or that any determination, decision, acceptance, return certificate or payment was incorrect or was improperly made in any respect, or that the Commodities or any part thereof do not in fact conform to the requirements of the Contract; (b) demanding and recovering from the Contractor any overpayment made to the Contractor or such damages as FW may sustain by reason of the Contractor's failure to comply with the requirements of the Contract; or

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(c) both of the foregoing clauses (a) and (b).

3.24 Pass-through Price Increases and Decreases

Note: This section only applies in the event a renewal year option is utilized and only if that renewal year option has a twelve-month firm price for the chemical.

For annually renewable contracts:

- A. Increases: FW recognizes that the Contractor's sources of supply and transportation may pass onto the Contractor unanticipated and significant price increases. FW will consider requests by the Contractor to allow "pass-through" price increases when accompanied with sufficient proof. Only the Contractor's direct supplier's price increases will be considered. FW reserves the right to accept or reject all such requests. FW will not allow price increases that are greater than the amount passed on to the Contractor, or for a period outside of the then current contract year.
- B. Decreases:
1. Pass through price increases shall cease at the end of the then current contract year and contract pricing will return to the pre-pass through rate. Subsequent six-month price adjustments will be based upon a mutually agreed to price between both Fairfax Water and the Contractor.
 2. Prior to the end of the then current contract year, the pass through increase shall be reduced or eliminated when and as the cause of the increase is reduced or eliminated.
- C. Pass through price increases will not be a substitute for poor planning by the Contractor. Pass through increase will not be allowed for the first six months of any contract year. Price increases will be effective upon the date such a request is received in writing; and will not be made retroactive.

3.25 Payment Clauses Required in All Contracts

Section § 2.2-4352 of the Virginia Public Procurement Act requires the following:

- A. That any contract awarded by FW include the following clauses:
1. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by FW for work performed by any subcontractor(s) under the contract:
 - a. The Contractor shall pay its subcontractor(s) for the proportionate share of the

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total payment received from FW attributable to the work performed by the subcontractor under that contract; or

- b. Notify FW and any subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 2. Offerors shall include in their offer submissions either: (i) if an individual contractor, their social security numbers; and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
 3. The contractor shall pay interest to the subcontractor(s) on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from FW for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subdivision 1.
 4. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
- B. The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- C. A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of FW. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

3.26 Payment

- A. Invoices: All invoices are to be sent directly to FW Accounts Payable department by mail, fax, or e-mail. Invoices shall include the FW Purchase Order / Contract number and the contractor's FEIN. Invoices are not to be sent to the contract Project Manager, or other departmental reps. Failure to comply may result in late payments for which FW will not be liable.
- B. Terms: All payments will be Net 30 from the date of receipt of a valid invoice at FW Finance Department. 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.

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- C. Invoices: The Contractor shall submit invoices for items ordered, delivered and accepted, directly to the Finance Department, to the attention of Accounts Payable. Invoices shall show FW Purchase Order or contract number and are subject to review and approval by FW Project Manager
- D. Partial Payments: Requests for partial payments or advanced payments must be submitted as part of the Price Bid along with a justification. FW reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Bidder must waive the requirement in order to remain in consideration.
- E. Refunds: If the Contractor is declared to be in default, FW will be eligible for a full and immediate refund for all payments made to the Contractor. Partial Payments: Requests for partial payments or advanced payments must be submitted as part of the Price Offer along with a justification. FW reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Offeror must waive the requirement in order to remain in consideration.
- F. 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, final payment is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that 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, FW shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination.

3.27 Precedence of Terms

These 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.

3.28 Price Firm Period

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

3.29 Price and Title

All prices are for Commodities delivered F.O.B. the facility set forth on the Purchase Order and shall represent the entire cost to FW. Title for such Commodities shall pass to FW upon receipt and acceptance thereof at FW's designated facility.

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3.30 Purchase and Sale Transaction

Any transaction for the purchase and sale of any Commodity shall be effected by FW's issuance to the Contractor of a Purchase Order, in which event the Contractor covenants and agrees to furnish all Commodities described therein in strict accordance with the terms and conditions of such Purchase Order and the other documents that together constitute the Contract.

3.31 Rider Clause

Subject to the mutual agreement between the parties, any contract awarded on the basis of this solicitation may be used by any public entity (to include jurisdictions comprising the Metropolitan Washington Council of Governments), to enter into a contract for the services described and defined herein. For single purchases, the contract may be used for up to 12 months from the actual date of contract award. For multi-year contracts, the contract may be used throughout the effective period of the contract. Contracts awarded as a result of this solicitation will be subject to these terms and conditions, and/or such terms and conditions as may be required by the controlling body for the public agency using the contract. Pricing shall be as offered by the successful Offeror and subsequently accepted by FW. However, to the extent that transportation cost vary, the contractor and the public entity may negotiate a markup or discount to reflect the true cost of transportation.

3.32 Taxes

FW is exempt from Federal Excise Taxes, Virginia State Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes. FW's tax identification number is 54-6025290.

3.33 Termination of Contract

A. For Cause. In the event that the Contractor: (1) fails to deliver any Commodity or Service in accordance with the time period established therefore in the Contract; or (2) fails to furnish any Commodity or Service which conforms in all respects to the requirements of the Contract; then FW, without prejudice to any other rights or remedies it may have at law or in equity (including its right to seek damages from the Contractor), shall have the right to terminate the Contract and any outstanding Purchase Orders by issuing a written notice of termination to the Contractor. Such notice of termination shall describe in reasonable detail the grounds for the termination and shall take effect immediately upon receipt by the Contractor.

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If, after issuance of a notice of termination under this Section it is determined for any reason that cause for such termination did not exist, then the rights and obligations of the parties shall be the same as if the notice of termination had been delivered under the provisions of subsection B (termination for convenience) hereof; provided, however, that the Contractor in such event shall be deemed to have received seven days prior written notice of such termination. Any compensation due the Contractor pursuant to subsection B shall be offset by the cost to FW of remedying the default by the Contractor. The Contractor shall in no event be entitled to receive any consequential damages or any anticipated profits with respect to Commodities not yet furnished to, and accepted by, FW as of the effective date of any such termination.

- B. For Convenience. FW shall have the right to terminate the Contract and/or any outstanding Purchase Orders issued hereunder at its own convenience for any reason by giving seven business days prior written notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the actual cost of any Commodity delivered to, and accepted by, FW and the actual cost of any equipment, goods or materials ordered by the Contractor hereunder in good faith which could not be canceled, less the salvage value thereof, provided sufficient substantiation is furnished to FW. Any subcontract entered into by the Contractor in connection with the transactions contemplated hereby shall contain a similar termination provision for the benefit of the Contractor and FW. The Contractor shall in no event be entitled to receive anticipated profits on any Commodities not yet furnished to and accepted by FW as of the effective date of any such termination.

3.34 Unit Prices Prevail

In the event that there is a mathematical error on the summary sheet, the unit price for each item shall prevail. All costs to provide the goods and/or services specified in this solicitation shall be shown on the attached bid summary sheet. If there are additional costs to provide the goods and/or services specified herein either list them on the attached bid summary sheet or attach an additional sheet to it. Line items left blank will be interpreted as at no cost to FW.

3.35 Virginia Freedom of Information Act

Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act.

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3.36 Warranty

- A. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.
- B. Materials and equipment shall be fully guaranteed against defects in material and workmanship within 10 days of delivery. Should any defect be noted by the FW, the Project Manager will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) FW does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to FW and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.
- C. Work not conforming to these warranties shall be considered defective.
- D. This warranty of materials and workmanship is separate and independent from and in addition to any of the contractor's other guarantees or obligations in this contract.

NOTE: Any implied warranties, including but not limited to the warranty for "Merchantability and Fitness for A Particular Purpose" cannot be waived and are a mandatory part of this solicitation and any ensuing Contract.

END SECTION 3

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SECTION 4

4. SPECIAL TERMS AND CONDITIONS

4.1 Delays

- A. By the Contractor: Unauthorized delays by the Contractor are prohibited. After prior written warning to the Contractor, FW may declare the Contractor in default for unacceptable delays. If such a declaration is made, FW reserves the unilateral right to cure the default by any means available to FW, including (but not limited to) redeeming the Contractor's Performance Bond (or other security as agreed to by FW prior to contract award); and to recover any additional costs, lost funds and/or related expenses. This is not a limitation of FW's legal rights to recover damages due to Contractor default in any other way.
- B. By FW: The Contractor shall not be responsible for delays caused by FW, its agents, or other Contractors. To the extent that the Contractor is unable to proceed due to the actions or inactions of FW, its agents, employees or other Contractors, the Contractor shall be granted an extension to the installation schedule equal to the documented amount of time the Contractor was prevented from performing work. The Contractor shall not be eligible for damages as a result of FW delays.

4.2 Force Majeure

If a delivery is delayed by Act of God, terrorism, war, embargo, fire, or explosion not caused by the negligence or intentional act of the Contractor or his subcontractors or supplier(s), a reasonable extension of time as FW deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, FW may in its sole discretion (i) extend the time for delivery of the Commodity; (ii) suspend the Contract in whole or in part and obtain one or more of the Commodities elsewhere for a time, or (iii) terminate the Contract; all without liability to Contractor on the part of FW, as the case may be. Contractor's request and justification shall be subject to such substantiation and further inquiries as FW may require.

4.3 Time Is Of The Essence

Time is of the essence: All chemicals shall be delivered within the time or times specified on the Contractor's Bid Form or otherwise set forth in the applicable Purchase Order. Notwithstanding the foregoing, the Contractor shall not be deemed to have breached the terms and conditions of the contract Documents to the extent any delay is due to circumstances beyond its reasonable control and without the fault or negligence of the Contractor provided that the Contractor first shall have provided Fairfax Water with written notice (to include facsimile or e-mail) of any such delay within five days after the occurrence of events or circumstances causing the delay. After prior written warning to the Contractor, FW may declare the Contractor in default for unacceptable delays. If such

IFB 23-013
Copper Sulfate, Hydrofluorosilicic Acid,
Polyaluminum Chloride, Sodium Hypochlorite, 15%

a declaration is made, FW reserves the unilateral right to cure the default by obtaining the services of a qualified Contractor to complete the project and charge any additional or increased costs to the Contractor.

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.

4.5 Contractor's Compliance and Safety Program

- A. The Contractor shall comply with all applicable Federal, State, and local safety programs, regulations, standards, and codes, to include though not limited to:
1. The Virginia Uniform Statewide Building Code,
 2. Building Officials & Code Administrators (BOCA) codes (together with adopted International Codes),
 3. Virginia Department of Health (VDH) regulations,
 4. Virginia Department of Environmental Quality (DEQ) regulations,
 5. Virginia-OSH (VOSH) regulations, and
 6. National Electric Code (NEC).

END SECTION 4

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Copper Sulfate, Hydrofluorosilicic Acid,
Polyaluminum Chloride, Sodium Hypochlorite, 15%

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Copper Sulfate, Hydrofluorosilicic Acid,
Polyaluminum Chloride, Sodium Hypochlorite, 15%

ATTACHMENT 1

REFERENCES

BIDDER'S NAME: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: (_____) - _____ - _____

FAX: (_____) - _____ - _____

E-MAIL: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: (_____) - _____ - _____

FAX: (_____) - _____ - _____

E-MAIL: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: (_____) - _____ - _____

FAX: (_____) - _____ - _____

E-MAIL: _____

IFB 23-013
Copper Sulfate, Hydrofluorosilicic Acid, Polyaluminum Chloride, Sodium Hypochlorite, 15%
ATTACHMENT 2
BID SUBMISSION FORM
INITIAL CONTRACT PERIOD: MAY 1, 2023 TO JANUARY 31, 2024

COMPANY NAME: _____

CONTACT FOR ORDER PLACEMENT: _____

ADDRESS: _____

DISPATCH TEL: _____

DISPATCH FAX: _____

DISPATCH E-MAIL: _____

Item No.	Chemical	Unit of Measure	Total Quantity	Delivery Days ARO	Manufacturer	Brand	Unit Price	Total Price
1	Copper Sulfate (50# Bags)	Ton	25					
2	Hydrofluorosilicic Acid, 23%	Ton	1,265					
3A	Poyaluminum Chloride	Dry Ton	1,066					
3B	Poyaluminum Chloride DELPAC 2500 ONLY	Dry Ton	845					
4A	Sodium Hypochlorite, 15%	Gallon	2,615,600					
4B	Sodium Hypochlorite, 15%B - Max Chlorate 1500 PPM	Gallon	1,850,000					

COMPANY NAME: _____

CONTACT: _____

TERMS: Terms are Net 30. A prompt payment discount of _____% is offered for all payments made within _____ days after receipt of a valid invoice at FW Accounts Payable Department. Note, offers of prompt payment discounts will not be considered in evaluating this solicitation.

Are MSDS, NSF -60 certs., ANSI/AWWA docs., etc attached? _____ **YES** _____ **NO**

Pursuant to Title 13.1 or Title 50 of the Virginia Code provide the identification number issued to your firm by the Virginia State Corporation Commission (VSCC) in the space provided below. If your firm is not required to be authorized to transact business under Title 13.1 or Title 50, or any other law; provide a statement why your firm is not required to be so authorized.

Company Name

Identification Number

If you do not have a VSCC identification number, explain why it is not required in the space below:

By my signature I certify that I am acting as an agent for the above listed firm and am fully authorized to bind the firm to the terms, conditions and specifications of this solicitation, as well as any addenda thereto.

Signature: _____

Printed Name _____

Title: _____

Telephone #: _____

E-mail: _____

FEDERAL ID #: _____

APPENDIX A

CHEMICAL REQUIREMENTS

Part 1 - General

- 1 Section includes a Table of Contents of Required Chemicals, Participating Jurisdictions street addresses and total estimated quantities (based on twelve months of usage).

TABLE OF CONTENTS

ITEM NO.	CHEMICAL /DESCRIPTION
1	Copper Sulfate
2	Hydrofluorosilicic Acid, 23%
3A & 3B	Polyaluminum Chloride
4A	Sodium Hypochlorite, 15%
4B	Sodium Hypochlorite, 15%B – Max Chlorate 1500 PPM

- 2 Delivery addresses for each Member listed below.

Fairfax County Department of Public Works Noman M. Cole Jr. Pollution Control Plant 9399 Richmond Highway Lorton, VA 22079
--

Fairfax Water
Site A: Corbalis Treatment Facility 1295 Fred Morin Road Herndon, VA 20170
Site B: Griffith Treatment Facility 9600 Ox Road Lorton, VA 22079

Loudoun Water Broad Run Water Reclamation Facility 44961 Loudoun Water Way Ashburn, VA 20147

APPENDIX A

CHEMICAL REQUIREMENTS

BID ITEM NO. 1

1. COPPER SULFATE, CRYSTAL (GRANULAR)

A. SPECIFICATIONS

1. The standard commercial fine crystal grade of copper sulfate pentahydrate containing at least 99% of $\text{CuSO}_4 \cdot 5\text{H}_2\text{O}$. The percentage of elemental copper shall not be less than 25%, and insoluble matter shall not exceed 0.5%. Certification or quality assurance of mesh size shall be attached to quotes.

B. PACKAGING AND SHIPPING - 50# bags

1. The copper sulfate shall be packed in durable, dust-tight 50# paper bags, shrink wrapped and palletized, with any broken bags exchanged per request of the participant.
2. Bags shall be palletized on an "exchange" basis, delivered to the treatment plant.

C. ESTIMATED QUANTITY AND DELIVERY DESTINATIONS

<u>Location</u>	<u>Estimated Total usage</u>	<u>Delivery amount/order</u>
FW Site B	25 tons, 40 mesh, bags	10 pallets

END OF ITEM NO. 1

APPENDIX A

CHEMICAL REQUIREMENTS

BID ITEM NO. 2

2. HYDROFLUOROSILICIC ACID, 23%

A. GENERAL SPECIFICATION

1. The product furnished shall be not less than 23% solution hydrofluosilicic acid, H_2SiF_6 , and shall meet the requirements as specified in ANSI/AWWA Standard B703-11, or latest version Hydrofluorosilicic Acid. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60, Drinking Water Treatment Chemicals-Health Effects.

B. SPECIAL NOTE

1. The members have included an explanation of HYDROFLUOROSILIC ACID – WEIGHTS AND SHIPMENTS. The explanation is described in Appendix B, Page B-3.

C. PACKAGING AND SHIPPING

1. Bulk - The contractor shall deliver liquid, in tank truck lots of 3,000 to 4,000 gallons per load.

D. ESTIMATED QUANTITY AND DELIVERY DESTINATIONS

<u>Location</u>	<u>Estimated Total usage</u>	<u>Delivery amount/order</u>
FW Site A	760 tons	Full Truckload
FW Site B	485 tons	Full Truckload
Loudoun Water*	20 tons	Full Truckload

*Loudoun Water: Trucks must offload rear of truck; trucks must back into the facility to reach loading dock area.

END OF ITEM NO. 2

APPENDIX A

CHEMICAL REQUIREMENTS

BID ITEM NO. 3A and 3B

3A & 3B. POLYALUMINUM CHLORIDE OR POLYALUMINUM HYDROXYCHLOROSULFATE SOLUTION

A. GENERAL SPECIFICATIONS

These chemicals are used as the primary coagulants in the water treatment process, and shall meet the requirements as specified in ANSI/AWWA Standard B408-18, or latest version Liquid Polyaluminum Chloride (PACL). The chemical shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60, Drinking Water Treatment Chemicals-Health Effects.

1. Aluminum salts used in coagulation and sedimentation processes.
2. The PACL must be liquid in form and easily applied via metering pumps. It shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog flow regulating valves and appurtenances or accumulate as sludge in the storage tanks. Vendors will be responsible for removing (at their expense) excessive PACL residual accumulations from the storage tanks at the water treatment plants.
3. The PACL must be completely water soluble and not significantly depress the treated water pH. The pH of the liquid PACL solution must be greater than 2.3.
4. Aluminum concentration (expressed as % Al_2O_3 by weight) shall exceed 9%.
5. Basicity shall exceed 70%.
5. Although the specific gravity depends on PACL content and byproduct salt used, the lowest responsive bidder shall submit expected specific gravities for the product they are proposing. All PACL delivered under this contract shall meet this specific gravity.
6. Sulfates (expressed as % SO_4) shall be a minimum of 1.7%.
7. Freezing temperature shall be less than $-12^{\circ}C$. (Unless vendor supplies two approved PACL products):
 - a. for the winter season with a freezing temperature less than $-12^{\circ}C$
 - b. for the rest of the contract period with a freezing temperature less than $0^{\circ}C$.
8. Polyaluminum chloride shall not emit any organic odors.
9. Polyaluminum chloride must not contain any amounts of natural or synthetic polymers.

B. APPROVED PRODUCTS

1. For product with freezing temperature lower than $-12^{\circ}C$.
 - a. Kemira Sternpac 70

APPENDIX A

CHEMICAL REQUIREMENTS

- b. USALCO: DelPac 2500
- c. Kemira PAX XL8

C. TECHNICAL SUPPORT

- 1. Supplier must be capable of providing technical support, including on-site jar testing and training as specified by Plant Operators. The supplier's technical support person(s) shall be available for on-site technical support within 24 hours of notification. Such technical person(s) name, experience related to using PACL as a primary coagulant in drinking water treatment plants, home/office address and telephone numbers must be included with this bid.

D. SPECIAL NOTE

- 1. The members have included an explanation of PACL – WEIGHTS and SHIPMENTS. The explanation is described in Appendix B.

E. PACKAGING AND SHIPPING

- 1. Bulk – the contractor shall deliver liquid in tank truck and offload into storage tanks located at each site.

F. ESTIMATED QUANTITY AND DELIVERY DESTINATIONS

<u>Location</u>	<u>Estimated Total usage</u>	<u>Delivery amount/order</u>
FW Site A (3A)	650 Dry Tons Al ₂ O ₃	Full Truckload
FW Site B (3B)	845 Dry Tons Al ₂ O ₃	Full Truckload
Loudoun Water* (3A)	416 Dry Tons Al ₂ O ₃	Full Truckload

*Loudoun Water: Trucks must off load rear of truck; trucks must back into the facility to reach loading dock area.

END OF ITEM NO. 3A & 3B

APPENDIX A
CHEMICAL REQUIREMENTS

BID ITEM NO. 4A

4A. SODIUM HYPOCHLORITE, 15%

A. GENERAL SPECIFICATIONS

Liquid Sodium Hypochlorite is used as a disinfectant in the potable water treatment process. This chemical shall meet the requirements as specified in ANSI/AWWA Standard B300-18, or latest version Hypochlorites. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60, Drinking Water Treatment Chemicals—Health Effects.

1. Liquid solution clear or practically clear and free from visible contaminants.

As delivered, the weight percent of NaOCL shall not be less than 12.5% nor greater than 15.5% of available chlorine with approximately 0.3% to 0.85% excess NaOH for stability control.

2. Boiling Point of 110°C for 15% NaOCL
3. Complete water miscibility
4. pH of approximately 12
5. Specific gravity (20°C =1.206)
6. Total free alkali (expressed as NaOH) shall not exceed 1.5% by weight

B. PACKAGING AND SHIPPING

1. Bulk - The contractor shall deliver liquid, in tank truck lots of 3,000 to 4,000 gallons per load.

C. ESTIMATED QUANTITY AND DELIVERY DESTINATIONS

<u>Location</u>	<u>Estimated Total usage</u>	<u>Delivery amount/order</u>
Fairfax County DPW	680,000 Gallons	Full Truckload
FW Site A	950,000 Gallons	Full Truckload
FW Site B	900,000 Gallons	Full Truckload
Loudoun Water*	85,600 Gallons	Full Truckload

*Loudoun Water: Trucks must off load rear of truck; trucks must back into the facility to reach loading dock area.

END OF ITEM NO. 4A

APPENDIX A

CHEMICAL REQUIREMENTS

BID ITEM NO. 4B

4B. SODIUM HYPOCHLORITE, 15%B - MAX CHLORATE 1500 PPM

A. GENERAL SPECIFICATIONS

Liquid Sodium Hypochlorite is used as a disinfectant in the potable water treatment process. This chemical shall meet the requirements as specified in ANSI/AWWA Standard B300-10, or latest version Hypochlorites. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60, Drinking Water Treatment Chemicals—Health Effects.

1. Liquid solution clear or practically clear and free from visible contaminants. As delivered, the weight percent of NaOCL shall not be less than 12.5% nor greater than 15.5% of available chlorine with approximately 0.3% to 0.85% excess NaOH for stability control.
2. Boiling Point of 110°C for 15% NaOCL
3. Complete water miscibility
4. pH of approximately 12
5. Specific gravity (20°C) = 1.206
6. Total free alkali (expressed as NaOH) shall not exceed 1.5% by weight
7. Maximum Chlorate concentration 1500 ppm as measured at delivery location

B. PACKAGING AND SHIPPING

1. Bulk - The contractor shall deliver liquid, in tank truck lots of 3,000 to 4,000 gallons per load.

C. ESTIMATED QUANTITY AND DELIVERY DESTINATIONS

<u>Location</u>	<u>Estimated Total usage</u>	<u>Delivery amount/order</u>
FW Site A	950,000 Gallons	Full Truckload
FW Site B	900,000 Gallons	Full Truckload

END OF ITEM NO. 4B

Appendix B
Weights and Shipments, Quality and Content
Chemical Requirements

HYDROFLUOROSILICIC ACID

Payments will be made for the total wet tons of 23% Hydrofluorosilicic Acid (H₂SiF₆) contained in each shipment. Payment will be made within 30 days after each shipment of Hydrofluorosilicic Acid has been received and accepted.

The following formula will be used for payment:

$$\text{Wet tons of 23\% Hydrofluosilicic Acid} = \frac{W \times C / 0.23}{2,000}$$

Where W = net wet (lbs.) of the Hydrofluorosilicic Acid shipment, and C = the actual percentage concentration of H₂SiF₆ in the shipment expressed as a decimal. If no concentration is indicated on the delivery ticket, a concentration of 23% will be used unless testing indicates a lower concentration, in which case those results will be used. If the Contractor indicates a range of concentration on the delivery ticket, the lower end of the range will be used. The wet tons will be rounded to the nearest 0.01 ton; W to the nearest 10 pounds, C to the nearest 0.01%. The rounding shall be in accordance with the following rule: > 5 round up; ≤ 5 round down.

Appendix B
Weights and Shipments, Quality and Content
Chemical Requirements

POLYALUMINUM CHLORIDE

Payments will be made for the total weight dry tons of Polyaluminum Chloride (PACl) expressed as Al_2O_3 contained in each delivery or shipment. Payment will be made within 30 days after with each shipment of Liquid PACl has been received and accepted.

The following formula will be used for payment:

$$\text{Dry tons of Polyaluminum Chloride (PACl)} \quad \frac{W \times C}{2,000}$$

Where, W = net wet (lbs.) of Liquid Polyaluminum Chloride (PACl) in the shipment, and C = the actual percentage concentration of Aluminum Al_2O_3 in the shipment expressed as a decimal. If the Contractor indicates a range of concentration on the delivery ticket, the lower end of the range will be used. The dry tons will be rounded to the nearest 0.001 ton; W to the nearest 10 pounds, C to the nearest 0.01%. The rounding shall be in accordance with the current edition of the standard Methods for Examination of Water and Wastewater.

A certified statement stating that the Contractor has the ability to supply up to a total of six (6) dry tons/day of Polyaluminum Chloride (PACl) (Al_2O_3) on a continuous basis if needed is required.

A statement that the Contractors source of Polyaluminum Chloride (PACl) (Al_2O_3) has been regularly and actively engaged in manufacturing commercially available drinking water treatment quality Polyaluminum Chloride (PACl) (Al_2O_3) for a minimum of three years is required.