



ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

**CONTRACT AWARD COVERPAGE**

<b>TO:</b> KEMIRA WATER SOLUTIONS, INC. 4321 W 6TH STREET LAWRENCE, KANSAS 66049	DATE ISSUED: 1/31/2022 CONTRACT NO: 22-DES-R-614 CONTRACT TITLE: FERRIC CHLORIDE GRADE 2 LIQUID
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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 22-DES-R-614 including any attachments or amendments thereto.

**EFFECTIVE DATE:** 1/31/2022  
**EXPIRES:** 1/31/2023  
**RENEWALS:** FOUR (4) ONE (1) YEAR RENEWALS REMAINING  
**LIVING WAGE:** N

**ATTACHMENTS:**  
AGREEMENT No. 22-DES-R-614  
EXHIBIT A – FAIRFAX COUNTY CONTRACT 44000010962

**EMPLOYEES NOT TO BENEFIT:**  
**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

<b><u>VENDOR CONTACT:</u></b> MICHELLE POULIN	<b><u>VENDOR TEL. NO.:</u></b> (302) 438-9893
<b><u>EMAIL ADDRESS:</u></b> <a href="mailto:MICHELLE.POULIN@KEMIRA.COM">MICHELLE.POULIN@KEMIRA.COM</a>	
<b><u>COUNTY CONTACT:</u></b> ALIN BRASOV (DES WPCP)	<b><u>COUNTY TEL. NO.:</u></b> (703) 228-6508
<b><u>COUNTY CONTACT EMAIL:</u></b> <a href="mailto:ABRASOV@ARLINGTONVA.US">ABRASOV@ARLINGTONVA.US</a>	

**PURCHASING DIVISION AUTHORIZATION**

<i>Lucas Alexander</i>	Procurement officer	1/31/2022
	<b>Title</b>	<b>Date</b>



**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201**

**RIDER AGREEMENT NO. 22-DES-R-614**

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Kemira Water Solutions, Inc. ("Contractor"), a Delaware corporation with a place of business at 4321 W 6<sup>th</sup> Street, Lawrence, Kansas 66049 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Exhibit A Fairfax County contract number 44000010962 together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Fairfax County and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Fairfax County. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

**2. CONTRACT TERM**

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than 1/31/2023 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if Fairfax County renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for four (4) one-year renewal periods from 2/1/2023 until 1/31/2027 ("Subsequent Contract Term"). However, if the Fairfax County does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

### **3. PAYMENT**

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

### **4. SCOPE OF WORK**

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish ferric chloride, grade 2, liquid.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

### **5. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

### **6. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

### **7. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

**8. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

**9. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**10. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

Michelle Poulin, Sales Rep  
Kemira Water Solutions, Inc.  
4321 W 6<sup>th</sup> Street  
Lawrence, Kansas 66049  
Phone: (302) 438-9893  
Email: [michelle.poulin@kemira.com](mailto:michelle.poulin@kemira.com)

**TO THE COUNTY:**

Alin Brasov, Project Officer  
3402 S Glebe Road  
Arlington, Virginia 22202  
Phone: (703) 228-6508  
Email: [abrasov@arlingtonva.us](mailto:abrasov@arlingtonva.us)

**AND**

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Phone: (703) 228-3294  
Email: [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**11. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail [business@arlingtonva.us](mailto:business@arlingtonva.us).

**12. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

KEMIRA WATER SOLUTIONS, INC.

DocuSigned by:  
AUTHORIZED SIGNATURE: Lucas Alexander  
5D2342428F9D4B4...  
NAME: Lucas Alexander  
TITLE: Procurement Officer  
DATE: 1/31/2022

DocuSigned by:  
AUTHORIZED SIGNATURE: Christina M Imbrogno  
C2945B196D6F4DB...  
NAME: Christina M Imbrogno  
TITLE: Commercial Support Manager  
DATE: 1/28/2022



# County of Fairfax, Virginia

## NOTICE OF AWARD

Date of Award: 01/13/2022

CONTRACT TITLE: Ferric Chloride, Grade 2, Liquid

SOLICITATION NUMBER: IFB 2000003452

CONTRACT NUMBER: **4400010962**

NIGP CODE: **88594**

CONTRACT PERIOD: Date of Award through January 31, 2023

RENEWAL: Four (4) one (1) year renewals.

CONTRACTOR:  
 Kamira Water Solutions, Inc.  
 4321 W. 6th St.  
 Lawrence, KS 66049

SUPPLIER CODE:  
 1000012243

Contact: Michelle Poulin  
 Telephone: 302-438-9893  
 E-mail: michelle.poulin@kemira.com

TERMS: Net 30 days


FOB: Destination

PRICES: \$701.00 Per Dry Ton- Ferric Chloride, Grade 2, Liquid

DPMM CONTACT: Shameema Rahman, Contract Specialist I  
 Telephone: 703-324-3287  
 E-mail: [shameema.rahman@fairfaxcounty.gov](mailto:shameema.rahman@fairfaxcounty.gov)

ORDERING INSTRUCTIONS:

Any County Department and Fairfax County Schools may enter into FOCUS a shopping cart indicating the item required, the quantity, the payment terms and the delivery date. The purchase order must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPMM and a purchase order will be executed.

DocuSigned by:  
  
860AA7290DB4298  
 Shameema Rahman  
 Contract Specialist I

DISTRIBUTION:  
 Dept. of Finance – Accounts Payable/e  
 DPWES - Wastewater – Roger Silverio/e  
 DPWES - Wastewater – Sajana Chitrakar/e

Contract Specialist – Shameema Rahman  
 ACS – Team 2- Jeffrey Hammye/e



# FAIRFAX COUNTY

DEPARTMENT OF PROCUREMENT & MATERIAL  
MANAGEMENT  
12000 GOVERNMENT CENTER PARKWAY, SUITE 427  
FAIRFAX, VIRGINIA 22035-0013

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## IMPORTANT NOTICE

**THIS IS AN ELECTRONIC PROCUREMENT (eBID)**

**SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY  
VIA THE BONFIRE PORTAL  
(<https://fairfaxcounty.bonfirehub.com>)**

Fairfax County Government uses a procurement portal powered by Bonfire Interactive for accepting and evaluating Bids. To register, visit <https://fairfaxcounty.bonfirehub.com>. Additional assistance is also available at [Support@GoBonfire.com](mailto:Support@GoBonfire.com). **Offerors must register in the Bonfire portal in order to download the IFB documents and submit a response to this IFB.**

Submitting bids via the Bonfire portal is **mandatory**. Fairfax County will not accept Bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail) in response to this IFB. Reference Special Provisions, Section 7, for additional information.

Fairfax County strongly encourages offerors to submit Bids well in advance of the Bid submission deadline. A Bid submission is not considered successful unless all necessary files have been uploaded and the 'Submit & Finalize' step has been completed. Bidders are responsible for the consequences of any failure to plan ahead in the submission of its Bid.

SPECIAL PROVISIONS**1. SCOPE:**

- 1.1. The purpose of this solicitation is to establish a term contract for Ferric Chloride, Grade 2, Liquid, for the Department of Public Works and Environmental Services (DPWES), Wastewater Division in accordance with the requirements listed in this solicitation. This contract may also be used by other Fairfax County Departments and Fairfax County Public Schools.

**2. REQUIRED DOCUMENTATION:**

- 2.1. Bidders must submit all documents marked "Required" on Bonfire through the Fairfax County Bonfire portal for their bid to be deemed responsive. Bonfire will not allow bids to be submitted unless all required items have been uploaded.
- 2.2. Bidders are required to include the following with their bid:
  - Vendor Legal Authorized Signature
- 2.3. All bidders are requested to include a typical concentration of PCB concentration analysis and typical heavy metals concentration analysis, as well as percentages of free acid as hydrochloric acid, Ferric Chloride; Ferrous Chloride; and insolubles. Failure to include any of this data may result in declaration of non-responsiveness.

**3. BACKGROUND:**

- 3.1. This is a re-bid of a current contract 4400010248. The prices can be viewed at our contract register <http://www.fairfaxcounty.gov/contracts> by entering the current contract number 4400010248 in the contract number field.
- 3.2. DPWES Wastewater Division has purchased 845 dry tons in Fiscal Year 21 (July 1, 2020 – June 30, 2021) and 200 dry tons in Fiscal Year 22 (July 1, 2022)

**4. PERIOD OF CONTRACT:**

- 4.1. The period of this contract shall be from Date of Award through January 31, 2023, with the option to renew for four (4) additional one-year terms.
- 4.2. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this Invitation for Bid is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

**5. PRICES AND PRICE ADJUSTMENT:**

- 5.1. All prices shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.



SPECIAL PROVISIONS

- 5.2. If labor rates are requested, the rates specified by the bidder shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site.
- 5.3. Any Bidder that enters \$0 or N/A in a pricing blank or leaves it blank shall be considered nonresponsive.
- 5.4. Regular hours are defined as 6:30 a.m. through 3:30 p.m., Monday through Friday.
- 5.5. Overtime hours are defined as Monday through Friday, 3:31 p.m. through 6:29 a.m., weekends, and County Holidays. Compensation will be time and a half what is proposed on the Pricing Schedule for **Labor Rates for Repair Services.**
- 5.6. County Holidays are New Year's Day, Martin Luther King, Jr Day, George Washington's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Election Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day (Half Day) and Christmas Day.
- 5.7. The Contractor may be required to provide materials, rental equipment, and subcontractors to fulfill the requirements of the contract. If the Contractor provides materials, rental equipment, and/or subcontractors, the compensation will be based on the actual cost of the equipment rental and/or subcontractors.
- With the exception of materials used in repairs, which will be based on the actual cost of the materials with a mark-up equal to the percentage provided on the pricing schedule.**
- The material mark-up shall not exceed 10%.**
- Note:** Invoices, which include materials, and equipment rental, or subcontractor charges shall be accompanied by suppliers/subcontractor's invoices to substantiate cost to Contractor. The Contractor shall make every attempt to obtain the lowest price for the materials and equipment rental equipment.
- 5.8. The Contractor shall not accept work, which will require the use of a subcontractor without first obtaining the approval of the Purchasing Agent or the requesting agency and agreement to payment terms for the subcontractor's services.
- 5.9. The percentage mark-up for materials for repairs shall remain firm for the duration of the contract.
- 5.10. The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days. If the price is increased after 365 days, the unit price may be increased only upon approval of a written request to the Purchasing Agent. Upon receipt of the Contractor's request, the County shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.
- 5.11. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.)
- 5.12. Price decreases shall be made in accordance with paragraph 41 of the General Conditions and Instructions to Bidders.
- 5.13. The contractor shall notify the county of any increase in price at least 4 months prior to the increase.

SPECIAL PROVISIONS**6. ESTIMATED QUANTITIES/PROJECTED REQUIREMENTS:**

- 6.1. The quantities specified in this solicitation are estimates only and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period. Waiver of ten percent (10%) limitation in paragraph 27, General Conditions and Instructions to Bidders, is acknowledged.
- 6.2. Authorized individuals will place orders for specific quantities of items covered in the resultant contract, as requirements arise. Please refer to the Special Provisions paragraph entitled, METHOD OF ORDERING.

**7. DELIVERY/TIME OF PERFORMANCE:**

- 7.1. Fairfax County requires that service response be made at destination within forty-eight (48) hours, after receipt of call (ARC), for routine calls and two (2) hours ARC for emergency calls. Contractor shall provide 24 hour, 7 days per week service.
- 7.2. The starting date, place of work and the completion time of the projects assigned under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed, if other than the times indicated on the above paragraph 7.1. Work will be at various locations in Fairfax County between the hours of 6:30 a.m. through 3:30 p.m. on regular County business days unless other arrangements have been made.
- 7.3. Bidders shall indicate, on Attachment B, a contact person's name and telephone number for normal County working hours, 6:30 a.m. through 3:30 p.m., Monday through Friday. Answering machines are unacceptable as a point of contact. For emergency calls, outside normal County working hours, nights, weekends, and County holidays, the bidder shall list on Attachment B, a contact person and telephone number or have a voice mail paging system or answering service. Bidder using a voice mail paging system or answering service, in lieu of a contact person, shall be required to initiate a call back to the sender within 15-25 minutes.
- 7.4. Request for cost proposals/estimates shall be returned within three (3) working days, unless a different time of return is mutually agreed to by the requesting agency. Cost proposals shall be furnished by the Contractor at no charge and are to be considered an overhead cost to be included in the bid amounts.
  - A. Cost proposals/estimates are to be detailed, outlining contract unit cost for labor, including time and materials (before and after markup), equipment and/or subcontractors to be used on each project. This detail will enable agency personnel to validate the estimated total amount against the current contract prices and ascertain budgetary requirements. **In addition, cost proposals must include contract number at the top of cost proposals.**
  - B. Cost proposals/estimates will cover only quoted work; unforeseen or unknown repairs will be mutually agreed upon by the Contractor and the County. Contractor must get approval by the County for additional work not covered in cost proposal and submit a new cost proposal to the County reflecting the approved change in the same manner referenced in paragraph A.
  - C. Cost proposal/estimates shall be valid for acceptance by the County for 30 days.

SPECIAL PROVISIONS**8. QUOTATION LIMITATION:**

- 8.1. Bidders shall offer only ONE ITEM AND PRICE for each line item bid. No alternatives will be accepted, unless requested by the County. If an "or equal" item is to be bid, the bidder must select the brand and model that meets or exceeds the specified item and submit their bid for that item. A discount price offered for a quantity purchase of the same manufacturer and model would not be considered a limitation; however, only the unit price requested will be considered in award.

**9. INTERPRETATION OF BID:**

- 9.1. Any questions pertaining to this solicitation shall be directed to:

Shameema Rahman, Contract Specialist  
Department of Purchasing & Supply Management  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013  
Telephone Number: (703) 324-3287  
E-mail: [shameema.rahman@fairfaxcounty.gov](mailto:shameema.rahman@fairfaxcounty.gov)

**10. PRODUCT INFORMATION:**

- 10.1. All bidders are requested to include with their bid a typical concentration of PCB concentration analysis and typical heavy metals concentration analysis, as well as percentages of free acid as hydrochloric acid, Ferric Chloride; Ferrous Chloride; and insolubles. Failure to include any of this data may result in declaration of non-responsiveness.

**11. SUBMISSION OF BIDS:**

- 11.1. Bids must be received electronically through Fairfax County's online Procurement Portal at: <https://fairfaxcounty.bonfirehub.com>, on or before the Submittal Deadline. Bids will only be accepted through the portal. Fairfax County will not accept bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this IFB. Bid submissions and registration are free of charge. Bidders can register for a free account at: <https://fairfaxcounty.bonfirehub.com>, which will be required when preparing a bid. Documents may be uploaded at any time during the open period. The official time used for receipt of bids/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com).
- 11.2. If, at the time of the scheduled bid closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the bid closing will still proceed electronically through the Bonfire system.
- 11.3. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Good Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.
- 11.4. Each bidder must use the Bid Table functionality provided in the Bonfire portal to submit pricing for their bid. For each line item in the Bid Table, bidders must submit all requested information for that line item (this could include unit pricing, percentage discounts and/or labor rates).
- 11.5. By executing the Cover Sheet (DPMM32), the bidder acknowledges they have read this

SPECIAL PROVISIONS

solicitation, understand it, and agree to be bound by its terms and conditions.

**12. ADDENDA:**

- 12.1. Bidders are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the bid.
- 12.2. Notice of addenda will be posted on eVA and the DPMM current solicitation webpage. It is the bidder's responsibility to monitor the web page for the most current addenda at [www.fairfaxcounty.gov/solicitation](http://www.fairfaxcounty.gov/solicitation) or <https://fairfaxcounty.bonfirehub.com/>.
- 12.3. The last day to submit questions to be addressed in the addendum will be addressed in Bonfire under "Questions Due Date". All questions pertaining to this solicitation shall be submitted to [shameema.rahman@fairfaxcounty.gov](mailto:shameema.rahman@fairfaxcounty.gov).

**13. BID OPENING:**

- 13.1. All bids received in response to an Invitation for Bid (IFB) will be opened at the date and time specified, read publicly, and made available for inspection as provided in paragraph 13, General Conditions and Instructions to Bidders. Bidders may view the bid opening on Wednesday, December 30, 2021, at 2:00 P.M. EST by Zoom web conferencing. In order to join bidders must register using the following link:  
[https://us06web.zoom.us/meeting/register/tZwudeioqTojHNBcNwO\\_200yw3YoFbN-fUE1](https://us06web.zoom.us/meeting/register/tZwudeioqTojHNBcNwO_200yw3YoFbN-fUE1)

A copy of the record/bid tabulation shall be made available in the DPMM website at <http://fairfaxcounty.gov/procurement/bid-tab/>.

**14. BID EVALUATION/CONTRACT AWARD:**

- 14.1. Bidders must bid on all items to be considered responsive. Items listed in this solicitation will be awarded to the lowest responsive responsible bidder meeting specifications. The County reserves the right to award the contract in the aggregate, by line item, by section, or by Manufacturer and to make a Primary and Secondary award, based on what the County determines to be in its best interest.
- 14.2. The County reserves the right, with twenty-four hours' notice, to inspect the Bidder's premises to evaluate equipment and support facilities. **Failure to allow the County to inspect the facility will result in the rejection of your bid.**

**15. BID ACCEPTANCE PERIOD:**

- 15.1. All items listed in this solicitation will be awarded to the lowest responsive responsible bidder meeting specifications.

**16. CONTRACT INSURANCE PROVISIONS**

- 16.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- 16.2. The Contractor shall, during the continuance of all work under the contract provide the following:

SPECIAL PROVISIONS

- a. Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
  - b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its sub-Contractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work.
  - c. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
  - d. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
  - e. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
  - f. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
  - g. Hold-harmless and Indemnification: Article 59 of the General Conditions and Instructions to Bidders shall apply where DPMM form is used. If not, following paragraph shall be inserted:  
  
"The Contractor hereby agrees to indemnify and hold harmless Fairfax County, Virginia, its officers, agents and all employees and volunteers, from any and all claims for bodily injury, and personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from errors, omissions, or negligent acts of the Contractor, his subcontractors and their agents and employees".
  - h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
  - i. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
  - j. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- 16.3. No change, cancellation, or non-renewal shall be made in any insurance coverage

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without a 30 day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

- 16.4. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
- 16.5. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
- 16.6. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
- 16.7. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 16.8. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Contract.
- 16.9. The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."

**17. METHOD OF ORDERING:**

- 17.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 17.2. A Purchase Order (PO) may be issued to the Contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 17.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently a MasterCard. Contractors are encouraged to accept this method of receiving orders.
- 17.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 17.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

**18. CORRESPONDENCE:**

- 18.1. All communications between the parties relating to material contractual issues shall be through the Contract Specialist and must be in writing to be deemed binding.

**19. ADDITIONS/DELETIONS:**

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- 19.1. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

**20. CANCELLATION OF ORDERS:**

- 20.1. Purchases made under this contract are for readily available supplies. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

**21. EMERGENCY PURCHASES:**

- 21.1. Should the Contractor be unable to furnish the required item within the period of time specified in the contract the County reserves the right to make emergency purchases from other sources.

**22. ORDER OF PRECEDENCE:**

- 22.1. In the event of conflict, the Acceptance Agreement and the Special Provisions of this solicitation shall take precedence over the General Conditions and Instructions to Bidders or any other contract document.

**23. SUBCONTRACTING:**

- 23.1. If one or more subcontractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.dbsd.virginia.gov>; local chambers of commerce and other business organizations.

**24. USE OF CONTRACT BY OTHER PUBLIC BODIES:**

- 24.1. Reference Paragraph 72, General Conditions and Instructions to Bidders, Cooperative Purchasing: Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.
- 24.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 24.3. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.

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- 24.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 24.5. Fairfax County shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

**25. SALES/DELIVERY TICKETS:**

- 25.1. Orders placed under this contract for delivery placed by PO, Procurement Card or for pick up by an authorized representative, shall be supported by the Contractor's Sales/Delivery Ticket. The Contractor's Sales/Delivery Ticket shall contain the following information (Ref. Appendix A, Sec. 51):
- a. Contractor's Name
  - b. Purchase Order
  - c. Date of Purchase
  - d. Itemized list of supplies furnished
  - e. Quantity, unit price and extension of each item, and total, less any applicable trade discount in accordance with the Contract.
  - f. Name of authorized representative ordering the supplies
  - g. Name of Fairfax County Agency receiving the supplies.
- 25.2. In all instances, the Contractor will prepare a Sales/Delivery Ticket, whether delivery is made by the Contractor or pick up is made by a Fairfax County representative at the Contractor's place of business. The Contractor's Sales/Delivery Ticket will be signed, by the Fairfax County representative, with a copy being retained by the Contractor.

**26. INVOICING PROCEDURE:**

- 26.1. The Contractor shall submit a Summary Invoice once each month, listing the Sales/Delivery Ticket numbers covering deliveries made during the monthly billing period and submitted to the BILL TO address shown on the Purchase Order. The invoice must be accompanied by one copy of each signed Sales/Delivery Ticket.
- 26.2. The invoice shall contain the applicable Purchase Order number and the name of the Agency receiving the supplies. Payment will be made once each month.

**27. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 27.1. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 27.2. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government Contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

**28. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**



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- 26.1 Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

**TECHNICAL SPECIFICATIONS FOR FERRIC CHLORIDE GRADE 2 LIQUID**

**1. SPECIFICATIONS**

- A. The aqueous solution of Ferric Chloride (Drinking Water Grade) shall conform applicable requirements of the AWWA standards, except as duly noted in the following requirements:
  - i. Product must consist of between 38-40% of Ferric Chloride (FeCl<sub>3</sub>) by weight.
  - ii. The specific gravity must be between 1.380 - 1.480.
  - iii. Insoluble matter must be less than 0.5%.
  - iv. The manganese concentration shall not exceed 1.0 gram for each 1,000 grams of ferric chloride.
  - v. The product shall not contain more than 1.0% free acid expressed as Hydrochloric Acid (HCl).
- B. Not more than three-quarters of one percent (0.75%) of the total iron shall be in the ferrous state.
- C. The solution shall not contain more than five-tenths of one percent (0.5%) insoluble matter of which not more than two-tenths of one percent (0.2%) shall be settle able solids. The maximum particle size of any insoluble material shall be one-sixteenth of an inch (1/16").
- D. All bids must be accompanied by a typical concentration of PCB analysis and typical heavy metals concentration analysis, as well as percentages of free acid as hydrochloric acid, Ferric Chloride, Ferrous Chloride and insolubles. Failure to include any of this data may result in declaration of non-responsiveness.

**2. ESTIMATED QUANTITY AND DELIVERY DESTINATIONS**

<u>Location</u>	<u>Estimated Total Usage</u>	<u>Delivery Amount/Order</u>
Fairfax DPWES	1,800 dry tons	4,000 gallons
Arlington County WTP	1,700 dry tons	4,000 gallons