

**BID NO. PUR-1328
INVITATION TO BID
ISSUED ON BEHALF OF
THE BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND
BY
THE WASHINGTON COUNTY PURCHASING DEPARTMENT
100 WEST WASHINGTON STREET, ROOM 320
HAGERSTOWN, MD 21740-4748
PHONE: 240-313-2330
FAX: 240-313-2331**

DATE ISSUED: September 14, 2016

SWIMMING POOL & WATER/WASTE WATER TREATMENT CHEMICALS

**PRE-BID CONFERENCE DATE/
TIME AND LOCATION:**

Thursday, September 22, 2016 at 10:00 A.M. (EDST)
Washington County Administration Building
Conference Room 325
Third Floor, 100 West Washington Street
Hagerstown, MD 21740-4748

SUBMIT BIDS TO:

Washington County Purchasing Department
Washington County Administration Building
100 West Washington Street
Third Floor, Room 320
Hagerstown, MD 21740-4748

**BID SUBMISSION DEADLINE
AND BID OPENING TIME:**

No later than **2:00 P.M. (EDST), Wednesday, October 19, 2016**

BID OPENING LOCATION:

Washington County Administration Building
Conference Room 325
Third Floor, 100 West Washington Street
Hagerstown, MD 21740-4748

If indicated below (✓) and not waived by the County, Bidders shall be required to provide the following:

- _____ A Bid Bond, in the amount of five (5%) percent of the bid on a bid of \$100,000 or more for construction contracts and on a bid of \$50,000 or more for contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.
- _____ A Performance Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.
- _____ A Labor and Material Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

PUR-1328

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PURCHASING DEPARTMENT
DIVISION OF BUDGET & FINANCE

100 West Washington Street, Room 320 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331
www.washco-md.net

PUR-1328
INVITATION TO BID
SWIMMING POOL & WATER/WASTE WATER TREATMENT CHEMICALS

The Board of County Commissioners of Washington County, Maryland will accept sealed bids for the purchase and delivery of **SWIMMING POOL & WATER/WASTE WATER TREATMENT CHEMICALS** for its various departments/agencies and on behalf of the City of Hagerstown for the contract period of December 1, 2016 through November 30, 2017. Bid documents are available immediately from the Washington County website: www.washco-md.net by accessing the “Services / Bid Invitations / Purchasing” or may be obtained in the Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Room 320, Hagerstown, MD 21740-4748. Inquiries should be directed to the undersigned at 240-313-2330. Direct all inquiries to Rick Curry, CPPO, Buyer at telephone 240-313-2330 or fax 240-313-2331.

All bids must be enclosed in a sealed opaque envelope marked “**SEALED BID – (PUR-1328) SWIMMING POOL & WATER/WASTE WATER TREATMENT CHEMICALS**” and be received and time stamped by the Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Room 320, Hagerstown, Maryland, 21740-4748, no later than **2:00 P.M. (EDST), Wednesday, October 19, 2016** after which time they will be publicly opened in the Conference Room mentioned below. All interested parties are invited to be present.

A Pre-Bid Conference will be held on **Thursday, September 22, 2016 at 10:00 A.M. (EDST)**, in the Washington County Administration Building Third Floor Conference Room 325, 100 West Washington Street, Hagerstown, Maryland. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged.

NOTE: All Bidders must enter the County Administration Building through the front door, 100 West Washington Street entrance, and must use the elevator to access the Purchasing Department to submit their bid or to attend the Pre-Bid Conference. Alternate routes are now controlled by a door access system.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources to maximum feasible opportunity to compete for contracts. The Board of County Commissioners does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are

Invitation to Bid

PUR-1328

Swimming Pool & Water/Waste Water Treatment Chemicals

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requested to contact the undersigned at 240-313-2330 Voice, TTY Dial 711 to make arrangements no later than five (5) calendar days prior to the Pre-Bid Conference and/or Bid Opening.

The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids and to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

By Authority of:

A handwritten signature in black ink that reads "Karen R. Luther". The signature is written in a cursive style with a large, looping initial "K".

Karen R. Luther, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
Supply and Service Contracts

INTRODUCTION

The general rules and conditions which follow, along with all other documents consisting of this "Bid Document," apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the Washington County's Director of Purchasing (hereinafter "Director of Purchasing"), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder's own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the County prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State and Washington County, Maryland (hereinafter "County") laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the Washington County Purchasing Department shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

Should there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.

GENERAL CONDITIONS OF BIDDING

- 1. Bids Binding for Ninety (90) Days:** Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Director of Purchasing, agrees to an extension.
- 2. Bids for All or Part:** Unless otherwise specified by the County or by the Bidder, the County reserves the right to make award on all items, or on any of the items according to the best interests of the County. Bidder may restrict his/her bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the County.
- 3. Catalogs:** Each Bidder shall submit where necessary or when requested by the Director of Purchasing, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the materials or work they propose to furnish.

4. **Collusive Bidding:** The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
5. **Competency of Bidder:** No proposal shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to Washington County upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County, or had failed to perform faithfully any previous contract with the County. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Director of Purchasing of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Director of Purchasing whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Director of Purchasing of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

The County may examine the Bidder's and any first-tier subcontractor's records to determine and verify compliance with the contract. The Bidder and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.

6. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid. The County shall not be responsible for the premature opening of Bids if not properly addressed or identified.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Confidentiality:** Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.
9. **Errors in Bids:** When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. *Erasures or changes in bids must be initialed.*

10. General Guaranty: Bidder agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Bidder is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

11. Illegal Immigrants:

- a. The Bidder shall comply with the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, the Bidder may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The Bidder shall verify the identity and employment eligibility of anyone employed or to be employed, including completion of the Employment Eligibility Verification Form (I-9). The Bidder shall establish appropriate procedures and controls to insure that no services under this Contract will be performed by any worker who is not legally eligible to perform such services or for employment.
- b. Failure by the Bidder or his/her Sub-Contractors to comply with the provisions of Section 11.a. herein will be grounds for termination of the Contract.

12. Insurance: Liability insurance on all major divisions of coverage for each and every Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required under Washington County's *Insurance Requirements for Independent Contractors Policy*, included herein, prior to the execution of any contract. The Bidder, if requested, shall provide the Certificate of Insurance to the Purchasing Department within ten (10) calendar days after receiving a request for it. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the County.

If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to the County at least ten (10) calendar days prior to the expiration.

- 13. Interpretations, Discrepancies, Omissions:** Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Karen R. Luther, CPPO – Director of Purchasing
Washington County Purchasing Department
Washington County Administration Building
100 West Washington Street, Room 320
Hagerstown, MD 21740-4748
FAX: 240-313-2331

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligates the County to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The County shall assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY. Requests received after 4:00 P.M. on the date included in the Supplemental Terms and Conditions may not be considered.

- 14. Landfill Tipping Fees:** Disposal of items shall be at an approved sanitary landfill and any fees for same must be included in the Bidder's proposal.
- 15. Late Bids:** Formal bids or amendments thereto received by the County after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.
- 16. Mailing of Bids:** The County assumes no responsibility for the timely deliverance of mailed bids. Ample time should be allowed for the transmittal of bids by mail, and postmarks indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening.
- 17. Maryland Buy American Steel Act:** In accordance with the Annotated Code of Maryland - State Finance and Procurement Article, Sections 17-301 – 17-306, Washington County is defined as a Public Body and as such shall require a Bidder or subcontractor to use or supply only American Steel products in the performance of a contract as stated in the above referenced Sections.
- 18. Multiple Bids:** No Bidder shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said Bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Director of Purchasing.

19. **Officers Not to Benefit:** No member of the elected governing body of Washington County, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the County, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any County or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to the County.
20. **Payment Terms:** Bid prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices. Term discounts of less than twenty (20) calendar days will not be considered in connection with any prompt payment discount offered, time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
21. **Procurement Policy Manual:** This bid is administered according to Washington County's Procurement Policy Manual adopted by the Board of County Commissioners of Washington County, Maryland on June 25, 2013 and effective July 1, 2013. The contents of the aforementioned Manual may be requested from the Washington County Purchasing Department at 240-313-2330 or may be found on the web site at: <http://www.washco-md.net/purchasing/pdf/ProcurementPolicy.pdf>.
22. **Proposal Forms:** Bids shall be submitted only on the forms provided by the County. The Bidder shall submit one (1) original bid on the forms provided with original signature, sealed to the County for that purpose. All bids must be enclosed in a sealed, opaque envelope marked with the title of the bid and be received in the Washington County Purchasing Department promptly on or before, time, date, and place stipulated on the Invitation to Bid. **NO** bids received after such stipulated time and date will be considered by the County. ***Facsimile Bids will not be accepted.***
23. **Registration with Maryland Department of Assessments and Taxation:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation, and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the contract period. The website for the State Department of Assessments and Taxation is: dat.maryland.gov/Pages/default.aspx, email address is charterhelp@helpdat.state.md.us, and the phone numbers for the State Department of Assessments and taxation are: **(410) 767-1340** or **(888) 246-5941**.

- 24. Reservations:** The County or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of the County. The County also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows is not in a position to perform the contract. The County reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to the County. The County reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of the County.
- 25. Response to Invitation:** In the event you cannot submit a bid on our requirements, as set forth in the “Invitation to Bid”, please return the Bid with an explanation as to why you are unable to bid on these requirements. Because of the large number of firms listed on the County’s lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.
- 26. Substitutions:** All equipment is to be supplied in exact accordance with the specifications. Any Bidder who contemplates offering a product that differs from that specified must obtain the County’s written approval prior to bid opening. Substitution requests must be received in the Purchasing Department no later than the date/time specified in the Supplemental Terms and Conditions. Requests received after the specified date/time will not be considered. All such decisions will be considered final and not subject to further recourse.
- 27. Taxes-Responsibility for Payment, Exemptions, Forms to be Filed, etc.:**
- a. The County is exempt from State of Maryland Sales Tax. The County’s Maryland Sales Tax Exemption Number is 3000129 2. However, the Bidder is responsible for making any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.
 - b. The Bidder is responsible for and by submitting a Bid agrees to pay all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the Project. The Bidder is responsible for ascertaining and acquainting his/herself with such taxes and making all necessary arrangements to pay same.
 - c. The Successful Bidder shall complete a W-9 Vendor Information form (provided by the County) and return it to the Director of Purchasing.
 - d. The County hereby reserves the right to withhold payment under this Contract until the Bidder and any subcontractor performing any duties under this Contract have furnished or caused to be furnished the Comptroller of the State of Maryland with all properly completed forms required by the said Comptroller and until all of said retail sales and/or use taxes due the State of Maryland by the Bidder have been paid and the Bidder exhibits a release or receipt from the Comptroller evidencing such payment.

- e. The Bidder is hereby advised of Section 1-106(b)(3) of the Code of Public Local Laws of Washington County, MD: "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."

28. Withdrawal of Bids: A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the County prior to the specified time of opening.

BID BONDS

1. **Bid Deposit - Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company licensed to do business in the State of Maryland, or by a cashier's check, certified check or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of five (5%) percent of the total Bid and shall be made payable to the Board of County Commissioners of Washington County, Maryland. When computing the amount of Bid for Check purposes, DO NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of checks.
2. **Performance/Labor and Material Bonds:** The successful Bidder(s) on this bid must furnish the required bonds as indicated on the bid cover, made out to the Board of County Commissioners of Washington County, Maryland, prepared on forms contained herein, or in his/her absence, on an approved form, as security for the faithful performance of his/her contract, within ten (10) calendar days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bonds must file with each bond a certified copy of his/her power of attorney to sign bonds. The successful Bidder or Bidders upon failure or refusal to furnish within ten (10) calendar days after his/her notification the required bonds shall forfeit to the County, as liquidated damages his/her bid deposit. The Performance Bond shall be in the amount of one hundred (100%) percent of the contract price covering faithful performance of the contract; and the Labor and Materials Payment Bond shall be in the amount of one hundred (100%) percent of the contract price as security for payment of all persons performing labor and furnishing materials in connection therewith.

SPECIFICATIONS REFERENCES

1. **Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract. All deviations from the specifications must be noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the Bidder

strictly accountable to the County to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

2. **Samples:** The Purchasing Department reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder if any samples are lost or destroyed. Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder. Upon notification by the Purchasing Department that a sample is available for pickup, it shall be removed within thirty (30) calendar days at the Bidder's expense or the Director of Purchasing shall dispose of same at his/her discretion. All sample packages shall be marked "Sample for Purchasing Department" and each sample shall bear the name of the Bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.
3. **Trade Names/Substitutions:** In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal/substitution" unless submission of an "equal/substitution" is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval by submission of his/her request no later than the deadline for receipt of substitution requests as stated in the Supplemental Terms and Conditions. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on makes and catalogs will be considered, provided each Bidder clearly states on the face of his/her proposal exactly what he/she proposes to furnish, and forwards with his/her bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her bid. The Director of Purchasing hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, and after award and before manufacture or shipment, the successful Bidder may be required to submit working drawings or detailed descriptive data sufficient to enable the Director of Purchasing to judge if each requirement of the specifications is being complied with.

AWARD

1. **Award or Rejection of Bids:** For contracts of purchase, the contract shall be awarded to the lowest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the best interest of the County to accept it. For contracts of sale, the contract shall be awarded to the highest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is to the best interest of the County to accept it.

2. **Notice of Award:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance as specified herein shall be deemed to result in a binding contract without further action by either party. The bid with respect to all items accepted and all papers accompanying the same, the general conditions and instructions to Bidders, the specifications, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified, between the Bidder and the County.
3. **Political Contribution Disclosure:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
4. **“Requirements” Contract Bid Quantities:** On “Requirements” bids, acceptance shall bind the County to pay for, at unit bid prices, only quantities ordered and satisfactorily delivered. All stated quantities are estimated requirements and do not constitute a minimum or maximum.
5. **Responsibility/Qualifications of Bidder:** The County may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Director of Purchasing on contracts of purchase and on contracts of sale (if applicable):
 - a. The ability, capacity and skill of the Bidder to perform the service required.
 - b. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
 - c. The quality of performance of previous contracts or services.
 - d. The Bidder’s previous and present compliance with laws and ordinances relating to the contract or service.
 - e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

- f. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
- h. Whether the Bidder is in arrears to the County on a debt or contract or is a defaulter on surety to the County.
- i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder's responsiveness, the Director of Purchasing shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder's liability.

- 6. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date; unless Bidder furnishes the Director of Purchasing with a statement of unordered balances not later than ten (10) calendar days after the termination date of the contract.
- 7. **Tie Bids:** If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, the County shall award the contract to one (1) of the Bidders by drawing lots in public.

CONTRACT PROVISIONS

- 1. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each County department/agency for the purchase of such articles. The County's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.
- 2. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the County or its authorized agent.
- 3. **Default:** The contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the

time stipulated on his/her bid, unless extended in writing by the Director of Purchasing, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future County contract for a period of time determined by the Director of Purchasing and they shall be liable for any costs incurred by the County as a result of his/her default.

4. **Guarantee:** All work, supplies, and/or materials and requirements described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the County Director of Purchasing shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by the County as follows, unless indicated otherwise in this contract:
- a. Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.
 - b. Against injury or undue deterioration from proper and usual use of the goods and/or services.
 - c. Removal and replacement with proper materials, equipment, and/or services and re-execute, correct or repair without cost to the County, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.
 - d. Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement and/or re-execution.
 - e. Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the seller's/manufacturer's obligation to the County against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

5. **Intergovernmental Purchasing:** The following Agencies/Jurisdictions shall be able to purchase, if applicable, directly from contracts resulting from this Invitation to Bid (ITB): Washington County Board of Education and all of its public schools, Hagerstown Community College, Municipalities of Washington County, and public or quasi-public agencies that receive County money and are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, i.e, Washington County Volunteer Fire and Rescue Companies. While this ITB is prepared on behalf of the County, it is intended to apply for the benefit of the above named agencies/jurisdictions as though they were expressly named throughout the document. Each of these agencies/ jurisdictions may purchase from the successful Bidder under the same terms and conditions of the contract with the County, in accordance with each agencies/jurisdictions respective laws and regulations, or an agency may choose not to procure from the successful Bidder at the agency's sole discretion. If one of the above named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent

costs provided in the offer. Any special discounts unique to a particular agency/jurisdiction shall be stated. Bidder shall also submit the attached "Provisions for Other Agencies" form, if included in this bid.

6. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
7. **Non-Discrimination:** No Bidder who is the recipient of County funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered into with suppliers of materials or services, Bidders and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
8. **Non-Liability:** The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Director of Purchasing's opinion, is beyond the control of the Bidder. Under the circumstances, however, the County may in its discretion, cancel the contract.
9. **Placing of Orders:** Orders against contracts shall be placed with the Bidder on a Purchase Order executed and released by the Director of Purchasing.
10. **Subletting of Contract:** It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the County Director of Purchasing, but in no case shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.
11. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
 - b. Extended upon written authorization of the Director of Purchasing and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
12. **Termination for Convenience:** The performance of work under this Contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County shall pay all reasonable expenses associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable expenses associated with

termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

DELIVERY PROVISIONS

- 1. Delivery:** Delivery shall be required to the place designated in the specifications or on the proposal form. All prices must be FOB Destination, Inside Delivery. The weight, count, measure, etc. shall be determined at the points of delivery. The Bidder shall be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets. No help for unloading shall be provided by the County. Suppliers shall notify their shippers accordingly.
- 2. Delivery Failures:** Failure of a Bidder to deliver within the time specified, or within a reasonable time as interpreted by the Director of Purchasing or failure to make replacements of rejected articles when so requested, immediately or as directed by the Director of Purchasing shall constitute authority for the Director of Purchasing to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Bidder shall reimburse the County, within a reasonable time specified by the Director of Purchasing, for any expense incurred in excess of contract prices or the County may deduct such amount from monies owed the defaulting Bidder. Such purchases shall be deducted from contract quantities.
- 3. Inspections:** Inspection and acceptance of materials or supplies shall be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.
- 4. Hazardous Safety Data Sheets:** Any hazardous substances as defined under the Department of Labor Occupational Safety and Health Standard for General Industry (29-CFR-1910.1200) and State of Maryland Law and Regulations on "Access to Information About Hazardous and Toxic Substances", MDSH Article 89, Section 28-49-D, being delivered to Washington County as a result of this Invitation to Bid shall be accompanied by a current "Hazardous Data Safety Sheet" or item may not be accepted.
- 5. Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered. Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

The Purchase Order Number
The Name of the Article and Stock Number (Supplier's)
The Quantity Ordered
The Quantity Back Ordered
The Name of the Contractor

6. **Responsibility for Materials Shipped:** The Bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point and the Bidder shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure of the Bidder to remove materials or supplies within ten (10) calendar days after date of notification, the County may return the rejected materials or supplies to the Bidder at the Bidder's risk and expense, or dispose of them as its own property.
7. **Testing:** The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the County. However, if the order and shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing shall be charged to the Bidder.
8. **Time of Delivery:** Deliveries shall be accepted between 8:00 A.M. and 3:00 P.M. on weekdays only, unless stated otherwise in the bid document. No deliveries shall be accepted on Saturdays, Sundays or County Holidays, unless otherwise arranged by an individual Department/Agency.

PUR-1328
SWIMMING POOL & WATER/WASTE WATER TREATMENT CHEMICALS

SUPPLEMENTAL TERMS AND CONDITIONS

1. The successful Bidder(s) shall promptly enter into a “Requirements” Contract with the Board of County Commissioners of Washington County, Maryland and any participating jurisdiction (all being hereinafter referred to as “County” unless stated otherwise herein) based on the respective bid award of each item. Contracts shall be in the form of Purchase Orders. Prices shall remain firm for all orders placed during the term of the contract; no price escalation shall be allowed. All unit prices must include inside delivery, F.O.B.-Destination, with all transportation and unloading charges included. Price changes, fuel surcharges, insurance surcharges, and any other add on charges not included in the unit bid prices will not be considered
2. The Bidder(s) shall bear responsibility for timely delivery and safety during delivery. All deliveries must arrive between 8:00 A.M. and 2:00 P.M., Monday through Friday. All Federal, State, and Local Safety Regulations must be followed during transportation, loading and unloading of any product. All delivery tickets and invoices shall state description of product and amount delivered.
3. All deliveries to any division of the City of Hagerstown Water Department, City of Hagerstown Sewer Department and the County plants listed below require identification and verification of the delivery driver prior to entry onto facility grounds. On vendor letterhead, a photo identification, driver information, and chemical identification must be faxed to the specific facility receiving the product prior to delivery. Information shall be faxed to the following numbers:

Hagerstown Wastewater Treatment Plant:	301-791-9225
R. C. Willson Water Treatment Plant:	301-223-8219
Breichner Water Treatment Plant:	301-223-8219
Water Pumping Stations:	301-223-8219
Antietam WWTP:	240-313-2833
Sharpsburg WTP:	240-313-2834
Smithsburg WWTP:	240-313-2676
Winebrenner WWTP:	240-313-2831
Highfield/Cascade WTP	240-313-2831
Conococheague WWTP:	240-313-2603

In the event that fax numbers above are out of service, information shall be faxed to:

Department of Water Quality:	240-313-2601
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4. If the material delivered fails to meet specifications, it shall be the responsibility of the Bidder to remove any material and any contaminated material from tanks, clean same, replace product with a suitable grade, and be held responsible for all charges including equipment repairs if they are

necessary. The County shall have products analyzed if the need arises and reserves the right to cancel all contracts when a product furnished does not meet the specifications of the analysis. Contracts may be canceled if the successful Bidder(s) fails to abide by any or all stipulations of the contract.

5. Bidder(s) shall be required to clean up any spillage during delivery within FOUR (4) HOURS from the time of spillage. It will be the responsibility of the Bidder(s) to notify the proper regulatory agencies and take immediate containment measures in the event of a spill. For failure to do so within the specified time, the County reserves the right to contract for such cleaning and deduct cost of the services from invoices. No such action will be taken without first notifying the Bidder and giving him/her reasonable time, as determined by the County, to reply. Further, the Bidder(s) shall restore the premises to the original condition by the replacement of soil, shrubs, grass or things that may be damaged by such spillage.
6. The County, may when the interest of the County so requires, terminate this Contract in whole or in part, for the convenience of the County. The County shall give written notice of the termination to the supplier specifying the part of the Contract terminated and when termination becomes effective.
7. The successful Bidder(s) shall have either a local calling number or a toll free number for order placement by Using Departments/Agencies.
8. The City of Hagerstown shall reserve the right to accept/reject proposals submitted in response to this solicitation and to take whatever action is in the best interest of the City of Hagerstown. The successful Bidder(s) shall receive contracts independently and all financial transactions will be conducted separately with the City of Hagerstown.
9. Upon request and prior to issuance of Purchase Orders, the successful bidder must show Evidence of Insurance as outlined in the copy of Washington County's – *Insurance Requirements for Independent Contractors* Policy, a copy which is included herein. In addition to the Insurance requirements stated, the successful vendor(s) shall have adequate pollution liability insurance, either as part of its general liability, or a separate policy/rider if necessary, in case of a spill or spills during transportation, delivery and off-loading product to cover the cost of cleanup as well as all damages to the owner and effected parties.
10. Liquidated Damages: Bidder(s) must have product readily available and delivered within forty-eight (48) hours (excluding Saturdays, Sundays, and County observed holidays), unless specified otherwise herein, of order request by the County. Liquidated damages in the amount of One Hundred Fifty (\$150.00) Dollars per day shall be deducted from the Bidder's invoice for each day exceeding the time period allowed that a delivery is not completed. In the event that the Bidder is unable to make delivery, or to conform to specifications, the right is reserved by the using agencies to make open market purchases in order to effect normal operation of facilities.
11. The contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to

the County for costs to the County in excess of the defaulted contract prices: Provided that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his/her bid, unless extended in writing by the County, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, he/she may forfeit the right to bid on any future County contract for a period of time as determined by the County. The Bidder shall be liable for any costs incurred by the County as a result of his/her default.

12. Quantities stated herein are given as a general guide for bid purposes only and are not guaranteed amounts. The contract will be for the County's total requirements and may be less or greater than those estimated herein. By submitting a responsive bid, the successful Bidder(s) are expected to honor orders placed against said contract by any department within the City of Hagerstown, Washington County Department of Water Quality (DWQ), Washington County Parks and Facilities, and all other Municipal governments located in Washington County, Maryland.
13. Prospective Bidders are encouraged to visit the delivery sites to become familiar with the facilities and circumstances associated with the actual delivery of each bid item.
14. The City of Hagerstown, Washington County Department of Water Quality, and Washington County Parks and Facilities and all other Washington County Municipal governments shall each be responsible for their product ordering and payment of invoices. Invoices shall be submitted to the addresses indicated for deliveries in the Specifications herein, with the exception of invoices for all Washington County Department of Water Quality delivery locations; all invoices for those locations shall be sent to the Washington County Department of Water Quality – 16232 Elliott Parkway, Williamsport, MD 21795-4083 and invoices for the Martin L. "Marty" Snook Pool shall be addressed to the Washington County Parks and Facilities, 1307 South Potomac Street, Hagerstown, MD 21740-7300.
15. Successful Bidder(s) shall provide safety training when requested by the governmental entities. Upon request, Bidder shall provide a list of staff trainers, along with a listing of available training and safety literature. An S.D.S. is required for each product, within ten (10) calendar days upon request by an entity.
16. Submission of a bid constitutes a representation on behalf of the prospective supplier that all requirements of these specifications have been reviewed, considered, and understood. All requirements of these bidding documents must be met unless the bidder specifically makes an exception in writing. Any and all exceptions must accompany the bid.
17. Bidders may submit bids on one or more bid items. Bids shall be awarded separately for each bid item. Only responsible bidders will be considered. Bidders are instructed to use the bid form provided in this document. The bid form must be signed by a principal who possesses authority to contractually obligate the prospective supplier.

18. Interpretation, Discrepancies, Omissions: Refer to General Conditions and Instructions to Bidders – General Conditions of Bidding, Section 13; **requests received after 4:00 P.M. (EDST), Wednesday, October 5, 2016 may not be considered.**
19. All empty cylinders and pallets shall be picked-up by the vendor on subsequent deliveries. **Deposits for cylinders and pallets will not be allowed.** The vendor shall track the quantities of cylinders and pallets delivered and returned on the individual packing slips for each location. At the end of the contract term an adjustment will be made, if necessary, for the reasonable cost of any cylinders or pallets due the vendor that cannot be accounted for and/or made available for the vendor to pick-up.
20. Delivery trucks shall not exceed thirty-five feet (35') in length for the following facilities:
 - Antietam WWTP
 - Sharpsburg WTP
 - Smithsburg WWTP
 - Winebrenner WWTP
 - Highfield/Cascade WTP
21. The term of any contract, if awarded, will be for a period of one (1) calendar year tentatively commencing on December 1, 2016. **Orders shall be placed as needed.**
22. **Deviations from and/or exceptions to the specifications and/or terms and conditions must be clearly and completely stated in writing in the space provided on the Bid Form, pages 45 - 55.** If the space provided to detail deviations/exceptions is not sufficient, attach additional sheets as necessary.
23. Bidders proposing to bid an equivalent product shall be responsible for scheduling a product qualification test. Product qualification shall require jar testing and plant trial testing. Plant trial testing shall require two (2) weeks of actual application. Bidders proposing an equivalent product for Washington County or the City of Hagerstown facilities shall have scheduled and completed the jar testing and plant trial testing prior to **4:00 P.M. (EDST), Wednesday, October 5, 2016.** The City of Hagerstown will **only** accept Thioguard (55-65% Magnesium Hydroxide) for Bid Item Number 31 and Methanol for Bid Item Number 33. Storage of material, personnel and necessary feed equipment shall be the Bidder's responsibility.
24. Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation, and must be in good standing. Proof of such standing is required prior to the start of the contract process and shall remain throughout this contract. The website for the State Department of Assessments and Taxation is: dat.maryland.gov/Pages/default.aspx, email address is charterhelp@helpdat.state.md.us, and the phone numbers for the State Department of Assessments and taxation are: **(410) 767-1340** or **(888) 246-5941.**
25. A copy of last years' bid tabulation can be viewed on-line at:
http://www.washco-md.net/purchasing/pdf/PUR-1296/PUR-1296_bidtab.pdf

PUR-1328
SWIMMING POOL & WATER/WASTE WATER TREATMENT CHEMICALS

DETAILED TECHNICAL SPECIFICATIONS
FOR THE PURCHASE OF VARIOUS CHEMICALS

BID ITEM #1 - 50% LIQUID CAUSTIC SODA (Sodium Hydroxide)

Description:

Caustic soda in liquid solution form, approximately 50% by weight total solution: product to conform to AWWA standard B501-93 or the latest revision and meet ANSI/NSF Std. 60 certified for use in potable water. Copies of both certifications must be submitted with the bid. The Caustic soda shall be shipped in returnable 55-gallon drums. If repackaged, the re-packer shall be ANSI/NSF Standard 60 certified and submit documentation with the bid.

Delivery:

Delivery to the **City of Hagerstown, William M. Breichner Water Treatment Plant**, 12136 Crystal Falls Drive, Smithsburg, MD 21783. Delivery shall be within week of order. Maximum order 12 drums; minimum order 8 drums. Hydraulic lift gates will be required on all delivery trucks. Delivery 5 - 7 days ARO.

Estimated Annual Usage: (50) Drums

BID ITEM #2 - LIQUID CHLORINE

Description:

Chlorine liquefied in pressurized one (1) ton cylinder compatible with **the City of Hagerstown's** chlorination feed system and with standard safety fittings for connection to City's Water/Waste Water treatment chlorination equipment. Product shall conform to AWWA standard B301-92 or the latest revision and meet ANSI/NSF Std. 60 certified for use in potable water. Copies of both certifications must be submitted with the bid.

Vendor must certify that every (1)-ton cylinder delivered has been inspected, fitted with new or properly rebuilt valves and has been painted prior to being filled. Further, the 1-Ton cylinder valves shall have at least three threads visible from the cylinder wall out.

Delivery:

Full chlorine cylinders shall be delivered to the various **City of Hagerstown's R. C. Willson Water Treatment Plant**, 10802 Water Works Road, Williamsport, MD 21795. Possible additional delivery to the **City of Hagerstown William M. Breichner Water Treatment Plant**, 12136 Crystal Falls Drive, Smithsburg, MD 21783. Delivery shall be made within one (1) week of order.

Detailed Technical Specifications

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Swimming Pool & Water/Waste Water Treatment Chemicals

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Estimate Annual Usage: (60) 1-Ton Cylinders

Training: On Site

Vendor shall provide plant personnel a minimum of one (1) Emergency and Safe Handling Training session.

BID ITEM #3 –AQUEOUS AMMONIA 19%

Description:

19% by weight and shall meet ANSI/AWWA Standard B306-07 or latest revision; and certified to comply with ANSI/NSF Standard 60 or latest revision. Containers shall be dedicated to Aqueous Ammonia (Liquid Ammonium Hydroxide) 19%.

Delivery: Bulk Delivery

Bulk delivery to **City of Hagerstown R. C. Willson Water Treatment Plant**, 10802 Water Works Road, Williamsport, MD 21795. The chemical shall be delivered by a self-unloading pneumatic tank truck with necessary hoses, fittings, etc. Delivery shall be within one (1) week of order. Maximum quantity 50,000 lbs.

Estimated Annual Usage: 50,000 Pounds

BID ITEM #4 - FERRIC CHLORIDE

Description:

Ferric Chloride must meet AWWA Standard B407 or latest revision. 37% - 42% Drinking Water Grade Free mineral acidity <1.0%

Delivery: Bulk delivery estimated 3,600 gallons per delivery.

Bulk delivery to **City of Hagerstown Wastewater Treatment Plant**, 1 Clean Water Circle, Hagerstown, MD 21740. Delivery shall be made with three (3) calendar days ARO. The Ferric Chloride is to be delivered by a self-unloading pneumatic tank truck. The tank is located in the Operation Building (6000 gallons). The tank shall require 25 foot of lift to the top of the tank.

Estimated Annual Usage: 50-60 Dry Tons

BID ITEM #5A - SODIUM HYPOCHLORITE - BULK

Description:

Liquid - AWWA Standard B300-92 the latest revision. Supply Affidavit of Compliance per section 1.3 of AWWA B300-92

Delivery:

Bulk delivery to **City of Hagerstown Claude M. Potterfield Pool**, 730 Frederick St., Hagerstown, MD Delivery shall be within one (1) week of ARO. Some delivery sites are not accessible by tractor-trailer. Bulk Delivery - Minimum orders of 500 gallons. Bulk Tank Capacity 1 - 1000 Gallon Tank; 2 - 500 Gallon Tanks.

Estimated Annual Usage: 6,000 Gallons Bulk. (Swimming Pool Seasonal)

Shelf Life:

The solution shall maintain a minimum of 7% active ingredient for a period of not less than three (3) months.

BID ITEM #5B - 12.5% SODIUM HYPOCHLORITE - BULK

Description:

Liquid 12.5% Sodium Hypochlorite AWWA Standard B300-92 the latest revision. Supply Affidavit of Compliance per section 1.3 of AWWA B300-92 Bulk Delivery - Minimum orders of 1,200 gallons. Bulk Tank Capacity: 1 – 2,100 Gallon Tank, 1 – 2,500 Gallon Tank.

Delivery:

Bulk delivery to **City of Hagerstown Wastewater Treatment Plant**, 1 Clean Water Circle, Hagerstown, MD 21740. Deliveries shall be made within three (3) calendar days of placement of order. The Sodium Hypochlorite shall be delivered by a self-unloading pneumatic tank truck. The location of the tanks are as follows: One (1) tank is located at the BNR Control building (2500 gallon), this tank will require 15 foot lift to the top of the tank. The second tank is located in the Operations Building (2100 gallon); this tank shall require **40 foot lift to the top of the tank.** **The delivery truck shall have capabilities of blowing feed lines out after unloading product.**

Estimated Annual Usage: 12,000 Gallons Bulk

BID ITEM #6 - POWDERED ACTIVATED CARBON

Description:

Dry powdered carbon in 50-pound water-resistant bags on standard four (4) way pallets for end loading; product to conform to AWWA Standard B600-96 or the latest revision and meet ANSI/NSF Std. 60 certified for use in potable water. Copies of both certifications shall be submitted with the bid. Powdered Activated Carbon shall be the following approved product: Hydra-Darco B and manufactured in the USA.

Delivery:

Main delivery to **City of Hagerstown R. C. Willson Water Treatment Plant**, 10802 Water Works Road, Williamsport, MD 21795. Possible additional delivery to the **City of Hagerstown William M. Breichner Water Treatment Plant**, 12136 Crystal Falls Drive, Smithsburg, MD 21783. Delivery to be made on a flat bed or box truck (capable of unloading from rear of truck); with hydraulic tailgate and pallet jack required; pallets shall be returnable. Delivery shall be within one (1) ARO. Maximum delivery is four (4) skids – 8,000 lbs. per delivery.

Estimated Annual Usage: 16 Tons

BID ITEM #7 - POLYALUMINUM CHLORIDE (PAC)

Description:

General Description:

Liquid Polyaluminum Chloride Solution with the empirical formula $Al_n(OH)_mCl_{(3n-m)}$ for $0 < m < 3n$ is to be used in the coagulation-flocculation process for the treatment of the public water supply by the City of Hagerstown's Water Department.

Quality of Material:

The Polyaluminum Chloride must be commercially available, must be manufactured from the highest purity raw materials and shall meet or exceed the Water Chemical Codex NAS/CWTC 00484 for potable water use. The product shall meet the ANSI/AWWA B408-93 Standard and also be ANSI/NSF certified under standard 60 for application to drinking water not to exceed 250 mg/L. **A copy of the ANSI/NSF certification shall be included with the bid.**

Specifications:

- a. The Polyaluminum Chloride shall be the following approved product: Delpac 2500 (Delta). Equivalent products shall also be considered. Final approval of any specific product may depend on a full-scale plant evaluation of the product. Each vendor shall be required to furnish all storage tanks, hoses, and personnel for the duration of any evaluation.

- b. The Polyaluminum Chloride must be completely water-soluble.
- c. The Polyaluminum Chloride shall not contain metals, minerals, or organic substances in quantities capable of causing deleterious or injurious effects upon the health of those consuming potable water properly treated with it.
- d. The appearance shall be colorless to pale amber.
- e. The Polyaluminum Chloride shall have a basicity (%) greater than 70.
- f. The Polyaluminum Chloride concentration shall be greater than 12% expressed as % A1203.
- g. It shall not contain more than 3% Sulfates (%SO₄).
- h. Bids shall be per dry ton based on Polyaluminum chloride content expressed as % A1203.

Delivery:

Bulk delivery to **City of Hagerstown R. C. Willson Water Treatment Plant**, 10802 Water Works Road, Williamsport, MD 21795. Possible bulk delivery to **City of Hagerstown, William M. Breichner Water Treatment Plant**, 12136 Crystal Falls Drive, Smithsburg, MD 21783 as needed at later date. The chemical shall be delivered by a self-unloading pneumatic tank truck with necessary hoses, fittings, etc. Delivery shall be within one (1) week of order. Maximum delivery of 47,000 pounds gross weight and minimum delivery of 33,000 pounds gross at R. C. Willson.

Estimated Annual Usage: 100 Dry Tons

BID ITEM #8 - SODIUM HYPOCHLORITE

Description:

Available Chlorine: 12 - 16%. Impurities: The sodium hypochlorite supplied shall contain no soluble mineral or organic substances in quantities that would be deleterious or injurious to anyone consuming any water treated with acceptable quantities of hypochlorite. Must meet AWWA Standard or the latest revision. The Sodium Hypochlorite is to be delivered by **self-unloading pneumatic tank truck**.

Delivery: Bulk Delivery.

Delivery to **Washington County Department of Water Quality, Conococheague Waste Water Treatment Plant**, 16232 Elliott Parkway, Williamsport, MD 21795. Delivery shall be within one (1) week of order.

Estimated Annual Usage: 12,000 Gallons; Maximum delivery of 3,000 Gallons

BID ITEM #9 - CYANURIC ACID

Description:

Cyanuric Acid (100%) by weight. Must meet the latest revision of all AWWA latest revision.

Delivery: Bulk Delivery.

Delivery to **City of Hagerstown Claude M. Potterfield Pool**, 730 Frederick Street, Hagerstown, MD 21740. Standard packaging.

Estimated Annual Usage: 600 Pounds

BID ITEM #10 - CAUSTIC SODA (SODIUM HYDROXIDE)

Description:

25% by weight, diaphragm grade and shall meet AWWA Standard B501-93 or latest revision; and certified to comply with ANSI/NSF Standard 60 or latest revision. Containers shall be dedicated to Caustic Soda (Sodium Hydroxide) 25%.

Delivery: Bulk Delivery.

Bulk delivery to **City of Hagerstown R. C. Willson Water Treatment Plant**, 10802 Water Works Road, Williamsport, MD 21795. The chemical shall be delivered by a self-unloading pneumatic tank truck with necessary hoses, fittings, etc. Delivery shall be within one (1) week of order. Maximum delivery of 4,500. City personnel will not be available to assist in loading/unloading products. City personnel will only be available to provide access to locations for deliveries.

Estimated Annual Usage: 150,000 Gallons

BID ITEM #11 – SULFURIC ACID 93% - 95%

Description:

93% by weight and shall meet applicable ANSI/AWWA Standards and certified to comply with ANSI/NSF Standard 60 or latest revision. Containers shall be dedicated to Sulfuric Acid 93 to 98%.

Delivery: Bulk Delivery

Bulk delivery to **City of Hagerstown R. C. Willson Water Treatment Plant**, 10802 Water Works Road, Williamsport, MD 21795. The chemical shall be delivered by a self-unloading pneumatic tank truck with necessary hoses, fittings, etc. Delivery shall be within one (1) week of order. Maximum quantity 30,000 gallons.

Estimated Annual Usage: 30,000 Gallons

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BID ITEM #12 - CALCIUM CHLORIDE

Description:

White to off-white 77% - 80% solid flake.

Delivery:

Delivery to **City of Hagerstown Municipal Swimming Pool**, 730 Frederick Street, Hagerstown, MD 21740. Packaging shall be in 50-pound containers.

Estimated Annual Usage: 1,000 Pounds

BID ITEM #13 - SODIUM HYPOCHLORITE

Description:

Sodium Hypochlorite – 12.5% to 15% solution, AWWA B-300-92 Standard or the latest revision and NSF 60 and 61 Standard. To be shipped in 55-gallon drums. Product shall not be shipped in drums that have been used for another chemical. Drums shall be properly labeled according to DOT regulations and have the appropriate product labeling. MSDS sheets shall be attached to each shipment.

Delivery:

Delivery to **Washington County Department of Water Quality**, at various facilities: **Antietam WWTP**, 4434 Harpers Ferry Road, Sharpsburg, MD 21782; **Cascade Well House**, Cascade Road, Cascade, MD 21719, **Sharpsburg Water Plant**, 17070 Shepherdstown Pike, Sharpsburg, MD 21782, **Sandy Hook WWTP**, 18954 Sandy Hook Road, Keedysville, MD 21756; **Smithsburg WWTP**, Smithsburg/Leitersburg Road, Smithsburg, MD 21783. Delivery must be within one (1) week ARO.

All drum orders require delivery by truck no longer than thirty-five feet (35') in length and shall be equipped with a lift gate. County personnel will not be available to assist in loading/unloading products. County personnel will only be available to provide access to locations for deliveries. Empty drums must be removed by bidder(s) own manpower concurrently with the delivery of new product unless alternative arrangements are made that are acceptable to the Department of Water Quality. The successful bidder shall remove all of its empty drums/cylinders from each location within fifteen (15) calendar days after the end of the contract period or the termination of the contract.

Estimated Annual Usage: (37) 55-Gallon Drums

BID ITEM #14 - GRANULAR ACTIVATED CARBON

Description:

The product shall meet AWWA Standard or the latest revision. Gas absorption capacity: 60%; moisture content: 15%; particle size: 4mm/4x6; non-impregnated particles and shall be shipped in 50-pound bags. The gas to be absorbed by the granular is Hydrogen Sulfide (H₂S)

Delivery:

Delivery to **Washington County Department of Water Quality, Conococheague WWTP**, 16232 Elliott Parkway, Williamsport, MD 21795. Delivery shall be within one (1) week of order. All orders require delivery by truck equipped with a lift gate. County personnel will not be available to assist in loading/unloading products. County personnel will only be available to provide access to locations for deliveries.

Estimated Annual Usage: 5,600 Pounds

BID ITEM #15 - POTASSIUM PERMANGANATE

Description:

The Potassium Permanganate supplied shall be domestic in origin and in accordance with AWWA Standard B-603 or latest revision; and shall meet the purity requirements of ANSI/NSF 60-188. Copies of both certifications must be submitted with the bid.

Delivery:

Delivery to the **City of Hagerstown R. C. Willson Water Treatment Plant**, 10802 Water Works Road, Williamsport, MD 21795. Capable of unloading from rear of truck equipped with hydraulic tailgate and pallet jack; pallets shall be returnable. Delivery shall be within one (1) week A.R.O. Potassium Permanganate shall be shipped in non-returnable 55-pound pails. Minimum quantity per delivery one (1)-ton.

Estimated Annual Usage: 50,000 Pounds

BID ITEM #16 - LIQUID ALUMINUM SULFATE ALUM

Description:

Liquid 48% aluminum sulfate alum in 55 gallon drums and shall be properly labeled and meet AWWA Standard B403-93 or latest revision and be NSF certified.

Delivery:

Delivery to **Washington County Department of Water Quality, Sharpsburg Water Plant**, 17070 Shepherdstown Pike, Sharpsburg, MD 21782. Deliveries shall be within one (1) week of order. All orders require delivery by truck equipped with a liftgate. County personnel will not be available to assist in loading/unloading products. County personnel will only be available to provide access to locations for deliveries.

Estimated Annual Usage: (4) 55-Gallon Drums

BID ITEM #17 – CAUSTIC SODA (SODIUM HYDROXIDE)

Description:

25% by weight, diaphragm grade and shall be properly labeled and meet AWWA Standard B501-93 or latest revision; and certified to comply with ANSI/NSF Standard 60 or latest revision. Containers shall be dedicated to Caustic Soda (Sodium Hydroxide) 25%.

Delivery:

Delivery will be to the following various locations: **Washington County Department of Water Quality Conococheague Waste Water Treatment Plant**, 16232 Elliott Parkway, Williamsport, MD 21795, **Pennerville Well House**, 14607 Pennerville Road, Cascade, MD 21719, **Cascade Well House**, Cascade Road, Cascade, MD 21719, **Sharpsburg Water Plant**, 17070 Shepherdstown Pike, Sharpsburg, MD 21782, and **Smithsburg Waste Water Treatment Plant**, 22523 Smithsburg/Leitersburg Road, Smithsburg, MD 21783. Delivery shall be within one (1) week of order. All drum orders are to be delivered by truck no longer than thirty-five (35') feet in length and shall be equipped with a lift gate. Bulk orders are to be delivered by self-unloading tankwagon. County personnel will not be available to assist in loading/unloading products. County personnel will only be available to provide access to locations for deliveries. **Empty drums** shall be removed by bidder(s) own manpower concurrently with the delivery of new products unless alternative arrangements are made that are acceptable to the Department of Water Quality. The successful bidder shall remove all of its empty drums within fifteen (15) calendar days after the end of the contract period or the termination of the contract. Washington County Department of Water Quality maximum orders per delivery as follows:

- Smithsburg location; eighteen (18) drums
- Winebrenner location; eight to twenty-five (25) drums
- Conococheague location; one hundred forty-four (144) drums
- Sharpsburg location; four (4) drums

Estimated Annual Usage: (191) 55-Gallon Drums

BID ITEM #18 - FERROUS CHLORIDE SOLUTION

Description:

Ferrous Chlorine, range 18% - 28%; % Fett, range 8% - 12%; Free Acid, range 1.0% - 2.0%; Water Insoluble, range less than 0.03%. The ferrous chloride solution shall be shipped in self-unloading tank truck.

Delivery:

Delivery will be to the following various facilities and pumping stations: **Washington County Department of Water Quality Keedysville Pumping Station**, Route 65 (Sharpsburg Pike) to Route 34 East (Shepherdstown Pike); **Maugansville Pumping Station**, I-81 to Exit 9 (Maugans Avenue) West on Maugans Avenue to Maugansville Road, left on Maugansville Road, pumping station approximately 100 yards past railroad tracks on left; **Route 11 Pumping Station** I-81 to Exit 9 (Maugans Avenue) East on Maugans Avenue Route 11, turn left onto Route 11. Station is on the right just past the Hagerstown Motel; **Saint James Pumping Station**, I-70 to Route 65 (Sharpsburg Pike) South, approximately ½ mile north of Roxbury Road. **Sharpsburg Pumping Station**, Route 65 (Sharpsburg Pike) to Route 34 West (Shepherdstown Pike), approximately .3 mile, left onto Hall Street, **Highfield Pumping Station**, 14428 Macafee Road, Cascade, MD 21719, **Pen Mar Pumping Station**, Linden Avenue, Pen Mar, MD, **Airport Pumping Station**, Rt. 11 North (½ mile North of Basore Drive), Hagerstown, MD 21742, **Citicorp Pumping Station**, Rt. 11 North, Citicorp Drive, Hagerstown, MD 21742, and **Village Square Pumping Station**, 22405 Jefferson Boulevard, Smithsburg, MD 21783. Delivery shall be within one (1) week of order. All drum orders are to be delivered by truck equipped with a liftgate. County personnel will not be available to assist in loading/unloading products. County personnel will only be available to provide access to locations for deliveries. Empty drums must be removed by bidder(s) own manpower concurrently with the delivery of new product unless alternative arrangements are made that are acceptable to the Department of Water Quality. The successful bidder shall remove all of its empty drums within fifteen calendar days after the end of the contract period or the termination of the contract. **Maximum delivery is 4,000 gallons that is distributed among the various tanks.** Tank capacities are as follows:

Highfield Pumping Station	2,000 gallons
Keedysville Pumping Station	2,000 gallons
Maugansville Pumping Station	2,000 gallons
Pen Mar Pumping Station	1,000 gallons
Citicorp Pumping Station	2,000 gallons
Airport Pumping Station	2,000 gallons
Route 11 Pumping Station	2,000 gallons
Saint James Pumping Station	4,000 gallons
Sharpsburg Pumping Station	2,000 gallons
Village Square Pumping Station	500 gallons
Sharpsburg Pike Pumping Station	2,000 gallons

Estimated Annual Usage: Bulk - 14,000 Gallons

BID ITEM #19 (19A & 19B) - HYDROFLUOSILICIC ACID (H₂SiF₆) 30%

Description:

The hydrofluosilicic acid supplied under this contract shall be in accordance with AWWA Standard B-703, latest revision; and shall meet the purity requirements of ANSI/NSF 60-1988. The acid shall be shipped in 15-gallon pails and 55-gallon drums. Each container shall have marked legibly on it the name of the acid, volume, the percentage strength of acid, the name and address of the manufacturer, the lot number, and the brand name, if any.

Delivery:

Delivery to **Washington County Department of Water Quality Sharpsburg Water Plant**, 17070 Shepherdstown Pike, Sharpsburg, MD 21782, and **Cascade Well House**, Cascade Road, Cascade, MD 21719. Delivery shall be within one (1) week of order. All orders require delivery by truck no longer than thirty-five (35') length and shall be equipped with a liftgate. County personal will not be available to assist in loading/unloading products. County personnel will only be available to provide access to location(s) for deliveries. Empty containers must be removed by bidder(s) own manpower concurrently with the delivery of new product unless alternative arrangements are made that are acceptable to the Department of Water Quality.

Estimated Annual Usage: (5) 15-Gallon Pails and (2) 55-Gallon Drums

BID ITEM #20 - GRANULAR CALCIUM HYPOCHLORITE

Description:

Impurities: The calcium hypochlorite supplied shall contain no soluble mineral or organic substances in quantities that would be deleterious or injurious to anyone consuming any water treated with acceptable quantities of hypochlorite.

The calcium hypochlorite shall be white or yellowish-white granular powder, containing from 65 - 70% available chlorine by weight. The calcium hypochlorite granular powder shall be substantially free from lumps.

Shipping Requirements: The hypochlorite shall be shipped in approved 100-pound corrosion resistant containers.

Must meet AWWA Standard or the latest revision.

Delivery:

Delivery will be to the following various locations: **Washington County Department of Water Quality Conococheague WWTP**, 16232 Elliott Parkway, Williamsport, MD. Delivery shall be within one (1) week of order. All orders require delivery by truck equipped with a lift gate. County personal

will not be available to assist in loading/unloading products. County personnel will only be available to provide access to location(s) for deliveries.

Estimated Annual Usage: (20) 100-Pound Containers

BID ITEM #21 – DelPAC 2000 (Polyaluminum Chloride Hydroxide Sulfate Solution)

Description:

DelPAC 2000 – Polyaluminum Chloride – PAC, shall be certified under ANSI/NSF Standard 60. Meets AWWA Standard B408-03, liquid form.

Bulk delivery minimum/maximum delivery of 47,000 pounds gross weight.

Delivery:

Delivery to **Washington County Department of Water Quality Conococheague WWTP**, 16232 Elliott Parkway, Williamsport, MD 21795.

Estimated Annual Usage: 144,000 Pounds

BID ITEM #22 – 3” TABLET CHLORINE (calcium hypochlorite)

Description:

Three Inch Chlorine Tablets (calcium hypochlorite) in 50 to 100 pound sealed waterproof drums. Puck-shaped tablets or log-shaped tablets are acceptable products. Typical Brands: PPG, Olin, HTH or Equal. Tablet shall have minimum 65% chlorine. The product shall conform to AWWA standard B300-92 or the latest revision.

Delivery:

Deliveries to **City of Hagerstown Wastewater Treatment Plant**, 1 Clean Water Circle, Hagerstown, MD 21740. Delivery must be within one (1) week of order. Maximum order 2.5 tons; minimum order 1 ton.

Estimated Annual Usage: 17,000 Pounds - typical delivery will be 2,000 pounds, depending on the drum size.

BID ITEM #23 - SODIUM HYPOCHLORITE

Description:

Sodium Hypochlorite shall be 12%-16% solution and shall meet AWWA B-300-75 Standard or latest revision.

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Delivery:

To be shipped to **Martin L. “Marty” Snook Park Pool**, 17901 Halfway Boulevard, Hagerstown, MD 21740. Deliveries shall be in accordance with state and federal laws and regulations. Delivery ticket(s) and invoice(s) shall indicate description and amount delivered. All drum orders shall require delivery by truck equipped with a lift gate. Empty drums shall be removed by bidder(s) own manpower concurrently with the delivery of new product unless alternative arrangements are made that are acceptable to Washington County Buildings, Grounds and Parks Department. The successful bidder shall remove all of its empty drums within fifteen (15) calendar days after the end of the contract period or the termination of the contract.

Estimated Annual Usage: (47) 55-Gallon Drums

BID ITEM #24 - CYANURIC ACID

Description:

White granules or powder and shall meet AWWA latest revision.

Delivery:

To be shipped to **Martin L. “Marty” Snook Park Pool**, 17901 Halfway Boulevard, Hagerstown, MD 21740. Deliveries shall be in accordance with state and federal laws and regulations. Delivery ticket(s) and invoice(s) must indicate description and amount delivered.

Estimated Annual Usage: (100) - 200 Pounds

BID ITEM #25 - CALCIUM CHLORIDE

Description:

White to off-white 77%-80% solid flake.

Delivery:

To be shipped to **Martin L. “Marty” Snook Park Pool**, 17901 Halfway Boulevard, Hagerstown, MD 21740. Deliveries shall be in accordance with state and federal laws and regulations. Delivery ticket(s) and invoice(s) shall indicate description and amount delivered. Packaging shall be in 50-pound containers. Maximum delivery quantity shall be 4 – 6 drums per delivery.

Estimated Annual Usage: (500) - 600 Pounds

BID ITEM #26 - MURIATIC ACID

Description:

20-32% colorless to light yellow liquid.

Delivery:

To be shipped to **Martin L. "Marty" Snook Park Pool**, 17901 Halfway Boulevard, Hagerstown, MD 21740. Deliveries shall be in accordance with state and federal laws and regulations. Delivery ticket(s) and invoice(s) shall indicate description amount delivered. Packaging will be in 15-gallon pail.

Estimated Annual Usage: (15) - 30 Pounds

BID ITEM #27 – SODIUM BISULFITE 38-40%

Description:

Sodium Bisulfite shall be at minimum 38% solution. The solution shall be delivered 600 lb. drums with a minimum of 1 (one) drum ordered each time. The solution will be clear to straw in color, with no foreign material and sediment free. Solution shall meet all AWWA requirements.

Delivery: 600 pound Drum

Delivery to the **City of Hagerstown R C Wilson Water Treatment Plant**, 10802 Water Works Road, Williamsport, MD 21795. Delivery shall be made within one (1) week ARO.

Estimated Annual Usage: 6,000 Pounds

BID ITEM #28 – DELPAC 2020 (Polyaluminum Hydroxychlorosulfate Solution)

Description:

DelPAC 2020 – Polyaluminum Chloride-PAC, per ANSI/AWWA B408-98, AND is NSF 60 Liquid Form. Meets AWWA standards. Delivery in 55-gallon drums.

Delivery:

Delivery to **Washington County Department of Water Quality Winebrenner WWTP**, 25040 PenMar Road, Cascade, MD 21719; **Sharpsburg Water Plant**, 17070 Shepherdstown Pike, Sharpsburg, MD 21782.

Estimated Annual Usage: (18) Drums

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BID ITEM #29 – SODIUM FLUOROSILICATE

Description:

Dry, free-flowing crystals of sodium fluorosilicate in 50-pound bags; product to conform to ANSI/NSF Standard 60 and AWWA Standard B702a-97 or the latest revision including all addenda to the standard. Copies of both certifications shall be submitted with the bid. A certificate of Analysis (C of A) shall accompany all deliveries.

Delivery:

Delivery to the **City of Hagerstown, R. C. Willson Water Treatment Plant**, 10802 Waterworks Road, Williamsport, MD 21795 on a flatbed truck (capable of unloading from rear of truck) with a hydraulic lift gate and pallet jack; pallets shall be returnable. Deliveries shall be within one (1) week of A.R.O. Minimum/Maximum delivery per order: 44,000 pounds.

Estimated Annual Usage: 44,000 Pounds

BID ITEM #30 – DEFOAMER – ANTI-FOAM

Description:

Defoamer/Anti-foam shall be in the liquid form. The defoamer/anti-foam shall be a water-based silicone emulsion product and match the approved product currently used at the Hagerstown Wastewater Treatment Plant. The product shall be delivered in 55-gallon drums. Normally a minimum of two (2) drums will be ordered at a time.

Product List: Maryland Biochemical Company MB012SF

Delivery:

Delivery to the **City of Hagerstown, Wastewater Treatment Plant**, 1 Clean Water Circle, Hagerstown, MD 21740. Delivery must be made within seven (7) calendar days ARO.

Estimated Annual Usage: 2,000 Gallons

BID ITEM # 31 - THIOGUARD (55-65% MAGNESIUM HYDROXIDE) – NO SUBSTITUTIONS

Description:

Thioguard (magnesium hydroxide) CAS1309-42-8, Viscosity 200-800 cp, LOI typically 30, MgO (loss-free basis) min. 90.0, CaO (loss-free basis) typically 3.0 and shall AWWA Standards or latest revision.

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Supplier is responsible for turnkey service, including 6,000 gallon tank, mixing and a pumping system with adjustable speed controls. Supplier shall also be available for technical and maintenance support. The system shall be delivered within 60 days upon notice of award.

Delivery: (2 sites)

Bulk delivery estimated 3,600 gallons per delivery.

Site #1 - Bulk delivery to **City of Hagerstown Wastewater Treatment Plant**, 1 Clean Water Circle, Hagerstown, MD 21740 Delivery shall be made within three (3) calendar days ARO. The Thioguard shall be delivered by a self-unloading pneumatic tank truck. The tank is located outside behind the superintendent's office (5,000 gallons). The tanker shall require 50 foot of hose to off load to these tanks 2" female cam/groove fittings; these tanks shall require **20 foot lift to the top of each tank.**

Site #2 – Bulk delivery to **Collection System Pump Station #26**, Conrad Court, Hagerstown, Maryland, 21740. Delivery shall be made within three (3) calendar days ARO. The Thioguard shall be delivered by a self-unloading pneumatic tank truck. The tanker shall require 50 foot of hose to off load to these tanks' 2" female cam/groove fittings; these tanks shall require **20 foot lift to the top of each tank**

Estimated Annual Usage: 100,000 – 135,000 gallons

BID ITEM #32 - POLYMER

Description:

Polymer shall be in the form of a dry bead. The polymer must match the list of approved products currently used at the City of Hagerstown Wastewater Treatment Plant. The product shall be delivered on a skid of 36 55-pound bags. Normally a minimum of two skids will be ordered at a time.

Product List: Zetag 7563

Delivery:

Delivery to the **City of Hagerstown Wastewater Treatment Plant**, 1 Clean Water Circle Hagerstown, MD 21740. Delivery shall be made within seven (7) calendar days of order.

Estimated Annual Usage: 6,000 - 8,000 Pounds

BID ITEM #33 – METHANOL – NO SUBSTITUTIONS

Description:

Liquid Methanol shall meet ASTM D-1152/97 Specifications or latest revision.

Delivery:

Delivery to the **City of Hagerstown Wastewater Treatment Plant**, 1 Clean Water Circle Hagerstown, MD 21740. Delivery shall be made within seven (7) calendar days of order being placed. Bulk delivery to a 10,000 gallon tank, 16 foot of head and 2 inch cam and groove (male fitting) required for unloading.

Estimated Annual Usage: 65,000 - 80,000 Gallons

BID ITEM #34 – BACTERIAL ENZYMATIC POWDER

Description:

Product shall contain at minimum, 5 x 10⁹ cfu/gram (5 billion colony forming units per gram) certified nominal bacterial count. The product shall be delivered in 50-pound non-returnable, **(1/2 pound individual packets)** recyclable containers. The product shall not require pre-soaking or acclimatization prior to application. The product shall be equal or equivalent to the current product used at the Department of Water Quality.

Product List: Mtek “T”

Delivery:

Delivery shall be to **Washington County Department of Water Quality Conococheague WWTP**, 16232 Elliott Parkway, Williamsport, MD 21795. Delivery shall be within one (1) week of order. County personnel will not be available to assist in loading/unloading products. County personnel will only be available to provide access to locations for deliveries.

Estimated Annual Usage: 1,500 Pounds

BID ITEM #35 - POLY-ORTHOPHOSPHATE SOLUTION (SLI-5250)

Description:

Propriety Blend – clear, water white, odorless solution. The solution shall be delivered in a self-unloading pneumatic tank truck with necessary hoses, fittings, etc. The solution will be clear, water white with no foreign material and sediment free. Solution shall meet all applicable ANSI/AWWA Standards and certified to comply with ANSI/NSF Standard 60 or latest revision.

Delivery: Bulk Delivery

Delivery to **City of Hagerstown R. C. Willson Water Treatment Plant**, 10802 Water Works Road, Williamsport, MD 21795. Delivery shall be within one (1) week of order. Maximum quantity 180,000 lbs.

Estimated Annual Usage: 180,000 Pounds

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BID ITEM #36 – 50% CAUSTIC SODA (SODIUM HYDROXIDE)

Description:

50% by weight, diaphragm grade and shall meet AWWA Standard B501-93 or latest revision; and certifies to comply with ANSI/NSF Standard 60 or latest revision. Containers shall be dedicated to Caustic Soda (Sodium Hydroxide) 50%.

Delivery: Bulk Delivery

Bulk delivery to **City of Hagerstown Wastewater Treatment Plant**, 1 Clean Water Circle, Hagerstown, MD 21740. The chemical shall be delivered by self-unloading pneumatic truck with necessary hoses, fittings, etc. Delivery shall be within one (1) week of order. Maximum delivery of 2,000 gallons. City personnel will not be available to assist in load/unloading product. City personnel will only be available to provide access to locations for delivery.

Estimate Annual Usage: 2,000 Gallons

BID ITEM #37- DELPAC 2000

Description:

DelPac 2000. Liquid, Aluminum Chloride Hydroxide Sulfate ANSI/NSF Standard 60. Meets AWWA Standard B408-10

Delivered in 55 gallon Drums

Delivery:

Delivery to **Washington County Department of Water Quality. Sandy Hook Wastewater Treatment Plant**. 18954 Sandy Hook Road, Keedysville Md. 21756

Estimate Annual Usage: 4 - 55 gallon drums

BID ITEM #38-LIQUID ALUMINUM SULFATE

Description:

Liquid 48% aluminum sulfate alum in BULK delivery, 2000 gal per delivery. Shall be properly labeled and meet AWWA Standard B403-93 or latest revision and be NSF certified.

Delivery:

Delivery to **Washington County Department of Water Quality, Winebrenner Wastewater Treatment Plant**, 25040 Pen Mar Road, Cascade Md. 21719

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Estimate Annual Usage: 8,000 Gallon

BID ITEM # 39 MICROC 2000

Description:

MicroC 2000 - Carbon Source, Liquid. 240 gal Tote.

Delivery:

Delivery to **Washington County Department of Water Quality, Winebrenner Wastewater Treatment Plant**, 25040 Pen Mar Rd. Cascade Md. 21719

Estimated Annual Usage: 38 - 240 gallon Totes

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS: _____

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers' Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: March 4, 1997
Effective Date: March 4, 1997

**BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND
WASHINGTON COUNTY PURCHASING DEPARTMENT**

PROVISIONS FOR OTHER AGENCIES

All items, conditions and pricing shall be made available to the entities listed below if authorized by the Bidder. Authorization is to be indicated by a check mark in the appropriate column. A negative reply will not adversely affect consideration of the bid. Any jurisdiction using this contract shall place its own order with the successful Bidder(s). There is no obligation on the lead jurisdiction for agreements made with other jurisdictions.

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	WASHINGTON COUNTY PUBLIC SCHOOLS
___	___	WASHINGTON COUNTY HEALTH DEPARTMENT
___	___	OTHER WASHINGTON COUNTY MUNICIPALITIES
___	___	HAGERSTOWN COMMUNITY COLLEGE
___	___	CITY OF HAGERSTOWN
___	___	FREDERICK COUNTY COMMISSIONERS
___	___	OTHER FREDERICK COUNTY MUNICIPALITIES
___	___	ALLEGANY COUNTY COMMISSIONERS
___	___	BOARD OF EDUCATION OF ALLEGANY COUNTY
___	___	OTHER ALLEGANY COUNTY MUNICIPALITIES
___	___	ALLEGANY COMMUNITY COLLEGE
___	___	CITY OF FROSTBURG
___	___	CITY OF CUMBERLAND
___	___	GARRETT COUNTY - GENERAL SERVICES
___	___	BOARD OF EDUCATION OF GARRETT COUNTY
___	___	OTHER GARRETT COUNTY MUNICIPALITIES
___	___	GARRETT COUNTY COMMUNITY COLLEGE
___	___	WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE COMPANIES

SIGNATURE TO BIDS

NOTE: Bidders shall use this page as a cover page when submitting his/her bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The County may use this information for its own purposes or use it for reporting to Federal agencies. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The Bidder must keep confidential all documents, materials, and data prepared or developed by the Bidder or supplied by the County. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE PROPOSAL FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1 _____ Addendum No. 2 _____ Addendum No. 3 _____
Addendum No. 4 _____ Addendum No. 5 _____ Addendum No. 6 _____

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

Signature to Bids

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Bidder's Name

Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

- (a) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, Section 6-220 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

Bidder's Company/Firm: _____

Address: _____

Authorized Signature: _____

Name and Title Printed: _____

Telephone & Fax Number: _____

E-Mail Address: _____

Date: _____ Federal Employer's Identification No. _____

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

_____ Yes _____ No

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Swimming Pool WwTP Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	Remarks / Exceptions
1	50% Liquid Caustic Soda (Sodium Hydroxide) (City of Hagerstown) @ _____ Dollars style="text-align: center;"> <i>(written)</i> _____ Cents PER style="text-align: center;"> <i>(written)</i>	\$ _____ Gallon	55-Gallon Drum	
2	Liquid Chlorine (City of Hagerstown) @ _____ Dollars style="text-align: center;"> <i>(written)</i> _____ Cents PER style="text-align: center;"> <i>(written)</i>	\$ _____ Cylinder	1-Ton Cylinder	
3	Aqueous Ammonia 19% (City of Hagerstown) @ _____ Dollars style="text-align: center;"> <i>(written)</i> _____ Cents PER style="text-align: center;"> <i>(written)</i>	\$ _____ Pound	Pound Bulk	
4	Ferric Chloride (City of Hagerstown) @ _____ Dollars style="text-align: center;"> <i>(written)</i> _____ Cents PER style="text-align: center;"> <i>(written)</i>	\$ _____ Dry Ton	Dry Ton	

Form of Proposal

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Swimming Pool & Water/Waste Water Treatment Chemicals

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Bidder's Name

