

TOWN OF OCEAN CITY

PROCUREMENT DEPARTMENT

BID DOCUMENTS

FOR

Water & Wastewater Chemicals

THIS SPACE FOR DEPARTMENT USE
Date of Award:
Awarded To:
Chargeable to Account :
Bid Due Date: Thursday, October 29, 2020 by 1:00 p.m. EDT
Bid Opening Date: Thursday, October 29, 2020 at 1:00 p.m. EDT
Pre Bid Meeting Scheduled: N/A
Ad Run: October 8, 2020

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SECTION I: INTRODUCTION

1. PURPOSE
 - 1.1. The purpose of the request for Bid Document is for the Town of Ocean City (“Town”) to purchase Water & Wastewater Chemicals in conformity with the requirements contained herein (“Bid Document(s”).
2. CLARIFICATION OF TERMS
 - 2.1. Professional firms or individuals that submit a bid for award of a contract (“Contract”) are referred to as vendors (“Vendors/Bidders”) in this document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).
3. QUESTIONS AND INQUIRIES
 - 3.1. For information regarding Bid Documents and bidding requirements, please contact Pam McMillan at pmmcillan@oceancitymd.gov or call 410-723-6653.
 - 3.2. Copies of the Bid Documents are available at http://oceancitymd.gov/City_Manager/bids.html or by calling (410) 723-6643 during normal business hours.
4. FILLING OUT BID DOCUMENTS
 - 4.1. Use only forms supplied by the Town.
 - 4.2. Submit one unbound original.
 - 4.3. Bids should be compiled as follows: (1) Cover letter, (2) Form of Bid, (4) References, (5) Exceptions Document, (6) Individual Principal Document, (7) Vendor’s Affidavit of Qualification to Bid (8) Non-Collusive Affidavit, and (9) Signed addenda, if necessary.
 - 4.4. All blanks on the Bid Documents will need to be filled in electronically or manually in ink.
 - 4.5. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
 - 4.6. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
 - 4.7. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
 - 4.8. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
 - 4.9. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the Town.

5. SUBMISSION OF BID

5.1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Procurement Department and will be identified with the project name: **WATER & WASTEWATER CHEMICALS** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.

5.1.1. Bid Documents should be addressed to: Town of Ocean City, Attn: Pam McMillan, CPPO, C.P.M., 214 65th St., Bldg. A, Ocean City, MD21842

5.1.2. Bids are due by 1:00 p.m. on Thursday, October 29.

5.1.3. Bids will be opened on Thursday, October 29 at 1:00 p.m.

5.2. Bid Documents will be deposited at the designated location prior to the time and date for receipt of Bid Documents as indicated in the Advertisement or Request for Bid, or any extension made by Addendum. Bid Documents received after the time and date for receipt will be returned unopened.

5.3. Vendor will assume full responsibility for taking whatever measures necessary to ensure that the Bid Documents reach the City Manager's office prior to the local time and date specified for receipt of Bid Documents. The Town will NOT BE RESPONSIBLE for any Bid Document delayed in the postal or other delivery service nor any late Bid Document, amendment, or request for withdrawal of Bid Document, received after the Bid Document submission date.

5.4. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.

5.5. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.

5.6. MINORITY BUSINESS ENTERPRISE VENDORS ARE ENCOURAGED TO PARTICIPATE.

5.7. All Vendor submitted Bid Documents will be valid for a minimum of sixty (60) days from the date of Bid Document opening.

6. OPENING OF BIDS

6.1. Bid Documents received on time will be opened publicly and only vendor's names will be read aloud for the record.

6.2. The Contract will be awarded or all Bid Documents will be rejected within one hundred twenty (120) days from the date of the Bid Document opening.

7. ACCEPTANCE OR REJECTION OF BIDS

7.1. Unless otherwise specified, the Contract will be awarded to the most RESPONSIBLE and RESPONSIVE Vendor complying with the provisions of the Bid Documents, provided the Bid price is reasonable, does not exceed the funds available, and it is in the best interest of the Town to accept it. The Town reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents

from any person, firm, or corporation which is in arrears or in default to the Town for any debt or contract.

- 7.2. In determining a Vendor's RESPONSIBILITY, the Town may consider the following qualifications, in addition to price:
 - 7.2.1. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - 7.2.2. Character, integrity, reputation, experience and efficiency.
 - 7.2.3. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - 7.2.4. Previous and existing compliance with laws and ordinances relating to contracts with the Town and to the Vendor's employment practices.
 - 7.2.5. Evidence of adequate insurance to comply with Contract terms and conditions.
 - 7.2.6. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - 7.2.7. Explanation of methods to be used in fulfilling the Contract.
 - 7.2.8. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the Town.
 - 7.3. In determining a Vendor's RESPONSIVENESS, the Town will consider whether the Bid Document conforms in all material respects to the Bid Documents. The Town reserves the right to waive any irregularities that may be in its best interest to do so.
 - 7.4. The Town will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the Town. Irrespective of any of the foregoing, the Town will have the right to award the Contract in its own best interests.
8. NOTICE TO VENDORS
- 8.1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

END OF SECTION

SECTION II: GENERAL INFORMATION

1. **ECONOMY OF BID**
 - 1.1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.

2. **RESPONSIBILITIES OF THE VENDOR**
 - 2.1. The Vendor will be responsible for the professional quality and technical accuracy of their advice and other Goods and/or Services furnished in the Bid Documents. The Vendor will provide/perform the Goods and/or Services with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to Goods and/or Services of a similar nature.
 - 2.2. Neither the Town's review, approval or acceptance of, nor payment for, any of the Goods and/or Services required under the awarded Contract will be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract, and the Vendor will be liable to the Town in accordance with applicable law for all damages to the Town caused by the Vendor's negligent performance of any of the Goods and/or Services furnished under the Contract.
 - 2.3. The rights of the Town provided for under the awarded Contract are in addition to any rights and remedies provided by law.

3. **PROPRIETARY INFORMATION OR TRADE SECRETS**
 - 3.1. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) provide a written statement detailing the reasons why protection is necessary. The Town reserves the right to ask for additional clarification prior to establishing protection.

4. **OWNERSHIP OF MATERIALS**
 - 4.1. Ownership of all material and documentation originated and prepared pursuant to the Bid Documents will belong exclusively to the Town and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction will not be subject to disclosure under the Freedom of Information Act. However, the Vendor must invoke the protections of this section and be in accordance with Section 3.1.

5. CONTRACT AWARD

- 5.1. A written award by the Town to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the Town will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fifteen (15) working days of receipt of the Contract.
- 5.2. Bid Documents and Contracts issued by the Town will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
- 5.3. Town personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
- 5.4. The Town reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information from competing Vendors will not be disclosed to the public or to competitors.

6. AUDIT

- 6.1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five (5) years after final payment, or until audited. The Town, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

7. NONPERFORMANCE

- 7.1. The Town reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the Town. Failure to do so will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the Town may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

8. ASSIGNMENT

- 8.1. Successful Vendor will not assign, transfer or subject the Contract, or its rights, title interests or obligations therein without Town's prior written approval.
- 8.2. Violation of the terms of this paragraph will constitute a breach of Contract. All rights, title, interest and obligations of the Successful Vendor will thereupon cease and terminate.

9. MODIFICATION OR WITHDRAWAL OF BID

- 9.1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.

10. DEFAULT

- 10.1. The Contract may be cancelled or annulled by the Town in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the Town for cost to the Town in excess of the defaulted Contract price.

11. COLLUSION/FINANCIAL BENEFIT

- 11.1. The Vendor certifies that his/her Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 11.2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the Town, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the Town, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor or Council has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.

12. TAX EXEMPTION

- 12.1. The Town is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Vendors doing business with the Town. Vendors are responsible for State Sales Tax of real property furnished and installed or constructed for the Town.

13. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

- 13.1. All Vendors are subject to, and must comply with, the provisions of all applicable state and federal anti-discrimination laws. The Town encourages equal employment opportunity to businesses owned and controlled by minorities and women.
- 13.2. The successful Vendor will not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise

commit an unfair employment practice. Vendor further agrees that this nondiscriminatory agreement will be incorporated by the Vendor in all contracts entered into with suppliers of commodities and services, contractors 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.

14. INDEMNITY

- 14.1. The Successful Vendor agrees to indemnify, defend, and hold harmless the Town and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage arising out of or resulting from the Vendor's operations under the Contract, whether such operations be by the Vendor or by any subcontractor or by anyone directly or indirectly employed by either the Vendor or subcontractor.
- 14.2. Vendor further agrees to furnish adequate protection against damage(s) as a result of the Vendor's and Vendor's subcontractors' negligence in providing the Goods under this Bid Document and subsequent Contract.

15. STATUS OF VENDOR

- 15.1. The Vendor will be responsible to the Town for acts and omissions of their employees, subcontractors, and their agents and employees, and other persons performing portions of the Goods and/or Services under the Contract or other arrangement with the Vendor.
- 15.2. It is understood that the relationship of Vendor to the Town will be that of an "Independent Contractor." Nothing contained herein will be deemed or construed to (1) make the Vendor the agent, servant, or employee of the Town, or (2) create any partnership, joint venture, or other association between the Town and the Vendor.

16. APPLICABLE LAWS

- 16.1. Vendor will observe and comply with all applicable federal, state, and local laws and regulations in the performance of the Contract. The Contract will be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder will be determined in accordance with such laws.

17. SUSPENSION OR TERMINATION FOR CONVENIENCE

- 17.1. The Town will have the right, at any time by written notice, for its convenience, to suspend the Goods and/or Services under the Contract for such time as may be determined by the Town to be necessary or desirable up to ninety (90) days, unless a longer time is agreed upon in writing by both parties; and thereafter, to require resumption of the whole or any part of the Goods and/or Services without invalidating the provisions of the Contract.

- 17.2. The Town will have the right, at any time by written notice, for its convenience, to terminate the Goods and/or Services in whole or in part.
- 17.3. Any notice issued pursuant to Sections 18.1 and/or 18.2 will state the extent and effective date of such notice, except as otherwise directed, the Vendor will stop Goods and/or Services on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the Goods and/or Services not terminated.
- 17.4. The Vendor, within thirty (30) days of the Notice of Termination, will submit a final invoice reflecting Goods and/or Services actually furnished pursuant to the Contract to the satisfaction of the Town and for which no previous invoice was submitted to the Town.
- 17.5. In the event of a termination, pursuant to Section 18.2, the Town will pay the Vendor's expenses verified by final invoice as set forth in Section 18.4 for the following:
 - 17.5.1. Completed and acceptable Goods and/or Services executed in accordance with the Contract prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such Goods and/or Services;
 - 17.5.2. Expenses sustained prior to the effective date of termination in providing/performing Goods and/or Services and furnishing labor, materials, or equipment as required by the Contract in connection with uncompleted Goods and/or Services, plus fair and reasonable sums for overhead and profit.
- 17.6. The Vendor will not be paid on account of loss of anticipated profits or revenues or for Goods and/or Services not completed prior to the date of termination of the Contract.

18. CONTRACT CHANGES

- 18.1. NO CLAIMS may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) UNLESS such changes or adjustments have been made by an approved WRITTEN AMENDMENT (Change Order) to the Contract signed by the Procurement Manager (and the Town Council, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the Town.
- 18.2. NO ORAL conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any Town employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Manager (with Town Council approval, if required) will be honored or valid.
- 18.3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods

and/or Services that are eliminated.

19. ADDENDUM

- 19.1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to the Town of Ocean City's Procurement Manager and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the opening of Bid Documents.
- 19.2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Manager to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any Town employee that materially change any portion of the Bid Documents will not be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
- 19.3. All addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
- 19.4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the Town intends to issue an amendment reflecting an oral statement made by any employee, contact the Town of Ocean City's Procurement Manager during normal business hours.
- 19.5. The Town of Ocean City's Procurement Manager reserves the right to postpone the Bid Document opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

20. INSURANCE REQUIREMENTS

- 20.1. Unless otherwise required by Special Conditions for this Agreement the Vendor will be required to purchase and maintain during the life of the Agreement the following types and amounts of insurance (minimum).
 - 20.1.1. Commercial General Liability: \$1,000,000 (One million dollars) per occurrence \$2,000,000 (Two million dollars) aggregate for bodily injury and property damage.
 - 20.1.2. Professional Liability: \$1,000,000 (one million dollars) per claim.
 - 20.1.3. Commercial Automobile: \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage. Including hired, non-ownership coverage and owned vehicle coverage if company owns a vehicle.
 - 20.1.4. As mandated by the Code of the State of Maryland and Employer's Liability the Vendor will be required to provide Worker's Compensation Insurance.
 - 21.1.4.1. The Vendor will provide the Town with certificates of insurance evidencing the coverage required above. Such certificates will provide that the Town be given at least thirty (30) days prior written notice of cancellation of, intention to not

renew, or material change in such coverage. Vendor will provide certificates of insurance before commencing work in conjunction with this Agreement.

21.1.4.1.1. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Agreement, will cause the Vendor to be in DEFAULT, and will operate as an immediate termination thereof. The Town reserves the right to require higher limits on any Agreement. A thirty (30) days' notice in writing of cancellation or non-renewal will be furnished by certified mail to the Procurement Manager at the address listed in solicitation. The Vendor agrees to be responsible for, indemnify, defend and hold harmless the Town, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with the Goods and/or Services performed under this Agreement including, but not limited to, claims under the Worker's Compensation Act.

21.1.4.2. ON THE COMMERCIAL GENERAL LIABILITY POLICY THE TOWN MUST BE NAMED AS ADDITIONAL INSURED AND THE INSURANCE CERTIFICATE FURNISHED TO THE TOWN WILL INDICATE SUCH COVERAGE.

21.1.4.3. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE VENDOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE CONSULTANT IN THIS AGREEMENT, OR FOR WHICH THE VENDOR MAY BE LIABLE BY LAW OR OTHERWISE.

END OF SECTION

SECTION III: BID SPECIFICATIONS

1. CONTRACT PRICING
 - 1.1. Contract pricing will be valid from December 01, 2020 through November 30, 2025 (“Contract Period”), pending funding approval by Mayor and City Council in subsequent fiscal years.
 - 1.2. Pricing will not change during the initial Contract Period of December 01, 2020 through November 30, 2021. Any requested price increase in subsequent contractual years will be required to be a percentage over the previous year and must be supported by either the Consumer Price Index (CPI) or the Producer Price Index (PPI).
2. DELIVERY
 - 2.1. All items are to be quoted with price to include shipping to the Town of Ocean City, Maryland
 - 2.2. Delivery must be made within three (3) working days from date of order. The vendor must notify the TOC of any exceptions to this delivery time and state availability of the ordered items.
3. SUBSTITUTIONS
 - 3.1. All generic substitutes should be identified by name with associated pricing.
 - 3.2. No substitutions for brand names items other than those that have been identified as approved will be accepted.
4. SAMPLES
 - 4.1. Each Vendor may be requested to submit samples of the substituted items proposed. If a request is made for samples, the samples must be submitted within 7 days of the request. Each sample must be tagged with the Item #, description and vendor name.
5. EXPIRING PRODUCTS
 - 5.1. Any product with an expiration date must be a minimum of one year from date of shipping.
6. QUESTIONS
 - 6.1. The last date to submit questions for clarification will be noon, EDT, Friday, October 16th, 2020.
7. AWARD
 - 7.1. Bids will be awarded to the low bidder on an individual basis by line item.
8. OTHER
 - 8.1. Regarding Wastewater Polymer, bidders must sample our material prior to bid in order to verify that their product will give successful results for our application. Service/performance tests with report(s) required prior to bid submission. Successful Vendor for polymer is required to provide quarterly service visits to perform Polymer jar and performance testing. Any empty containers must be removed at time of delivery. Common carriers not allowed for deliveries; packaged product delivery must be on company-owned truck unless previously agreed to at time of award.

8.2. Specify country of origin for finished product(s) and for any components produced outside of the continental United States.

9. CHEMICAL SPECIFICATIONS-Additional specifications in Attachment A

- 9.1. Chlorine-One (1) Ton Container/150lb Cylinder-Water Department
 - 9.1.1. Must comply with AWWA specification
 - 9.1.2. Reusable containers must be in good condition and not pitted or corroded.
- 9.2. Magnesium Hydroxide - Wastewater Department
Domestic Produced Product Only-see Attachment A
- 9.3. Sodium Bisulfite 40% Aqueous Solution - Wastewater Department
 - ** Deliveries Monday-Friday 0730-1600 hrs. ONLY
 - **Manufactured product only. No byproduct streams accepted. Must be manufactured to a specification, and source of supply included in bid documents.

CHEMICAL AND PHYSICAL PROPERTIES:

	Minimum	Maximum	Typical
*NaHSO ₃ % by weight	38.0	42.0	40.0
*Specific Gravity @20°C	1.31	1.38	1.34
*pH	3.8	5.0	4.0
So ₂ available % by weight	23.4	25.8	24.6
Sodium Thiosulfate-ppm	-	-	100
Density (lbs/gal)	-	-	11.2
**Iron as Fe (ppm)	-	-	<5
**Sulfite as Na ₂ SO ₄ % by wt.	-	-	0.5

*Certificate of Analysis Properties

**Specific to customer requirements and shipping point

- 9.4 Lime – Wastewater Department
Vendor must use transport vehicles that transport/deliver lime only, to keep from contaminating lime product and feed systems. See Attachment A.

NOTE: Certifications to all chemical specifications must accompany each delivery.

REQUIREMENT FOR CHEMICAL BIDS FOR CHLORINE FOR THE WATER DEPARTMENT AND WASTEWATER DEPARTMENT FOR SUPPLIERS

- No delivery vehicle will be allowed to have or operate power lift platforms on their trailers for one (1) ton containers unless they are rated at 5,000 pounds or greater.
- Deliveries will only be accepted Monday through Friday between 0730 hours and 1600 hours. Any changes to this time frame will be on a case-by-case basis with the approval of the Department Superintendent and Safety/Loss Control.

- Any additional materials loaded on the delivery trailer at the time of delivery that requires unloading for products delivery will be loaded and unloaded by the Delivery Company personnel only.
- No Ocean City Equipment (Hoist, Forklift, etc.) will be used for loading or unloading purposes of any product that is not for use by Ocean City Operations.
- Chemical Delivery Company Trucks will chock their trailer wheels during delivery and supply the equipment to perform the same.
- Deliveries are preferred via box truck so that street is not blocked. If you cannot deliver with a box truck, please make note of same.

END OF SECTION

SECTION IV: EVALUATION AND SELECTION PROCESS

1. EVALUATION

- 1.1. All Vendors are advised that in the event of a receipt of adequate number of Bid Documents which, in the opinion of the Town, require no clarification and/or supplementary information, such Bid Documents may be evaluated without discussion. Hence, Bid Documents should be initially submitted on the most complete and favorable terms which Vendors are capable of offering the Town. Bid Documents will be evaluated using the following criteria:

<u>Weighting Factor</u>	<u>Criterion</u>
10%	Ability to meet Delivery Deadline
10%	Relevant company experience.
20%	Quality, Durability, and Reliability of the product/brand
20%	Ability to meet specifications
40%	Price

- 1.2. Each Vendor will be rated for each criterion on a scale of zero to four as described below.

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

- 1.2.1. A Vendor's final grade will be the sum of each criterion's rating multiplied by the weighting factor listed above.

THIS AND PREVIOUS SECTIONS DO NOT NEED TO BE RETURNED WITH SUBMITTAL.

FORM OF BID WATER & WASTEWATER CHEMICALS

To whom it may concern:

We hereby submit our Bid Documents for "WATER & WASTEWATER CHEMICALS" as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

Water Chemicals-Anticipated					
Line	Description	Per Load	Est. Annual Usage	Unit \$	Ext. \$
1	Liquid Caustic Soda 50%	26,000 Dry Lbs.	676,000 Dry Lbs. (26 Loads)		
2	Potassium Permanganate (330.75lb Drum)	3,969 Lbs. (12 Drums)	17,240 Lbs (52 Drums)		
3	Chlorine (One Ton Cylinder)	4 to 8 Cylinders	80 Cylinders (1200 cwt)		
4	Chlorine (150 lb. Cylinder)	21 Cylinders	21 Cylinders (252 cwt)		
5	*Polymer-Clarifloc N-3300P (50# Bag)	50-55Lb. Bags	50 Bags		

***NO SUBSTITUTES**

Wastewater Chemicals-Anticipated					
Line	Description	Per Load	Est. Annual Usage	Unit \$	Ext. \$
1	HTH Calcium Hypochlorite	100Lb. Plastic Pail/Delivery Size 1,000 Lbs.	1,000 Lbs.		
2	Lime (Tons)	25 Tons	825 Tons		
3	Liquid Caustic 50% (Gallons)	400 Gallons	2,300 Gallons		
4	Sodium Hypochlorite 15% (Gallons)	1,000 Gallons	4,500 Gallons		
5	Sulfuric Acid 66 BE (Gallons)	400 Gallons	3,300 Gallons		
6	Polymer-8846 neat polymer	(4) 275 gallon totes	90,000 lbs.		
7	38% Sodium Bisulfite	(1) 4,000 gallon tanker load	85,000 gallons		
8	ThioGuard Magnesium Hydroxide	2,000 gallons	13,000 gallons		

NOTE: THIS BID FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS BID TO BE CONSIDERED VALID BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY, MARYLAND.

I understand that, if awarded the Polymer line item for Wastewater Chemicals, I am required to perform quarterly service visits for jar and performance testing. (Yes) ____ (No) ____ CHECK one.

I understand that, if awarded Lime for Wastewater Chemicals, that it must meet screening specifications. (Yes) ____ (No) ____ CHECK one.

Sign for Identification

Printed Name

REFERENCES

List three (3) references for Goods successfully built and sold in the last 12-36 months. Include contact name, address, telephone number and goods sold.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Date of Service:			

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Bid Document covers all items as specified.

EXCEPTIONS:

(If none, write NONE) _____

ADDENDA ACKNOWLEDGMENT

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

Number

Date

Initials

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
President Witness

Attest: _____
Corporate Secretary

Affix Corporate Seal

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the Town, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Town may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Bid Document;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Goods and/or Services for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Goods and/or Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Goods and/or Services;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ Witness	By: _____ Signature
_____ Witness	_____ Printed Name
	_____ Title

Attachment A

Magnesium Hydroxide

Aqueous suspension of TECHNICAL GRADE magnesium hydroxide slurry derived
FROM calcined magnesium oxide
FOR WASTEWATER TREATMENT PLANTS

1. SCOPE AND CLASSIFICATION

a) Scope

1. Highest technical grade required

Wastewater treatment is performed in a sensitive biological environment wherein operation is performed at near-neutral or slightly alkaline conditions, requiring the highest reactive technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide available, to provide active buffering at an optimal operational pH.

2. Less than technical grade not accepted

Lower reactive grades are incapable of sufficiently neutralizing the acid generated in these environments and will pass through the system unused causing settling and damage in sensitive mechanical processes.

3. Required, exacting standards of manufacture

The specific application of a technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide within neutral pH municipal wastewater must be manufactured to exacting particle size, specific surface area and particle size distribution to provide the highest reactivity and proper stability for transportation, pumping, handling and critical treatment plant biological processes.

4. Full Service: Comprehensive Consulting included with material price

Technical operating services be INCLUDED with contract. The ability of the respondent and the proof of the information thereto provided herein is required. This means a demonstrated ability to provide EXPERT evaluations and solutions to problems related, AND unrelated, to the application that is the subject of this bid. The expertise encompasses, but is not limited to, corrosion, alkalinity, odor, ENR/BNR, FOG, Digestion, Biosolids management, Dewatering, all related to potable and waste water systems.

Magnesium Hydroxide

MATERIAL SPECIFICATIONS

b) Material Specifications

1. Specifications Tabulated

The Contractor shall at a minimum meet the following specifications in the Table 1A directly below as well as the Technical Requirements in Section 2. (i) through (ix) below. The Contractor shall provide with the bid submittal written specifications for the product bid that meet the minimum specifications listed in the Table 1A below:

	Typical	Maximum	Minimum
Slurry Basis			
Mg(OH) ₂ contained lb/gal	7.7	8.0	7.5
Dry Solids Basis			
MgO, wt%	93.0		92.0
CaO, wt%	2.0	4.0	
SiO ₂ , wt%	0.5	2.0	
Fe ₂ O ₃ , wt%	0.50	0.80	
Median Particle Size, Micron	6.0	8.0	
Specific Surface Area, m ² /g	16.0	25.0	12.0
Lbs Alkalinity/Gallon	13.34	14.0	12.5
Caustic Magnesia Activity/Sec	75.0	140.0	
% Passing 325 Mesh Sieve	99.8	100	99.0
Stabilized Residual Test, Grams*	15.0	25.0	
NaOH 50% Solution Equivalent	1 lb Equivalent to .73 lb Mg(OH) ₂ 60%		
Mg(OH) ₂ 60% Solution Equivalent	100% Equivalent to 137% NaOH 50%		
CaCO ₃ Equivalent	1 lb Equivalent to .59 lb Mg(OH) ₂		
Mg(OH) ₂ 60% Solution Equivalent	100% Equivalent to 170% CaCO ₃		
Physical Properties:			
Density, lbs/gal	12.9		12.5
Solids, Weight Percent %	60	62	59
Viscosity, cps*	150	300	100
*TP-112 14 Hour Stability Residual Test			
*Brookfield RVT Viscometer #3 spindle @ 100 rpm, 60 seconds at 70°F			

1. Submit proof material is from highly reactive, calcined magnesium oxide

To be considered, the technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide must meet the following specifications, which the Contractor shall provide in full via a written analysis performed licensed third-party laboratory. Bid submittal will not be considered complete without requested documentation. If documentation is not provided at time of bid submittal, the bid will be disqualified. The following specifications and verifications must be provided **with the bid submittal:**

Magnesium Hydroxide

(i) Purity: Consistency, Surface Area, and Reactivity

The technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide shall have a minimum $Mg(OH)_2$ dry weight percent purity of 92.0% or greater to insure high grade consistency, sufficient surface area and reactivity within the municipal wastewater. Contractor shall confirm this requirement by providing written analysis performed by certified 3rd party laboratory **with the bid submittal**

(ii) Dry pounds requirements of Magnesium Hydroxide: Usage and Purity

The technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide shall have a minimum 7.3 pounds per gallon of a minimum 92.0% $Mg(OH)_2$ dry weight percent purity to insure a minimum reactive solids content per gallon, consistent sufficient surface area and reactivity within the municipal wastewater. Contractor shall confirm this requirement by providing written analysis performed by certified 3rd party laboratory **with the bid submittal**

(iii) Particle size requirements: Dispersion and settling

The technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide shall have a median particle size no greater than 8.0 microns in order to insure sufficient surface area and reactivity within the municipal wastewater. Contractor shall confirm this requirement by providing written analysis performed by certified 3rd party laboratory **with the bid submittal**

(iv) Surface Area requirements: Reactivity and Speed of Release

The technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide shall have a specific surface area, m^2/g of no less than 12.0 square meters per gram in order to insure sufficient surface area and reactivity within the municipal wastewater. Contractor shall confirm this requirement by providing written analysis performed by certified 3rd party laboratory **with the bid submittal**

Magnesium Hydroxide

(v) Caustic Magnesia Activity: Reactivity and Speed of Release

The technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide shall have a Caustic Magnesia Activity/Sec no greater than 135 seconds in order to insure sufficient surface area and reactivity within the municipal treatment plant. Contractor shall confirm this requirement by providing written analysis with the bid submittal

(vi) Separation and Stratification Specifications: pumpability and plugging

The technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide shall have a Stabilized Residual Test result in grams of less than or equal to 25 grams to prevent feed tank handling and wastewater treatment plant problems associated with instability of low grade magnesium hydroxide or magnesium hydroxide – calcium hydroxide mixed slurry produced from uncalcined brucite, uncalcined dolomite, dolime, brucitic marble, or any caustic-enhanced or lime-enhanced versions of the former. Contractor shall confirm this requirement by providing written analysis with the bid submittal.

(vii) Calcium content: extra sludge, scaling and lower alkalinity per dry pound

The technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide shall be capable of cost effectively providing non-carbonate alkalinity for biological treatment plant processes. The percent by weight of the Contractor's magnesium hydroxide slurry shall not exceed 4.0% by weight of CaO. This requirement is to prevent water softening and to prevent the precipitation of magnesium and calcium that results in sludge production, calcium scaling and reduced reactivity / reduced alkalinity. Contractor shall confirm this requirement by providing written analysis performed by certified 3rd party laboratory with the bid submittal

Magnesium Hydroxide

2) CONTRACTOR REQUIREMENTS

- a) Submit all information with the bid package.

The Contractor shall provide the following information as part of their bid package response. The bid package will not be considered complete without all of the following information submitted as part of the package. Bid packages that do not contain all of the requested items listed below will be disqualified from consideration. The bidder is required to provide:

- b) Unacceptable Types: Brucite, Dolime, Caustic or Lime or Calcium Carbonate Enhanced

Magnesium hydroxide slurry produced or derived from uncalcined brucite, uncalcined dolomite, dolime, brucitic marble, or any caustic-enhanced or lime/calcium carbonate-enhanced versions of the former are not compliant with this bid and **will not be accepted**.

- c) Safety Data Sheet

The Contractor must supply with the bid submittal a current and valid Safety Data Sheet (SDS) for the technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide. The SDS must include a CAS number for the product.

- d) Deliveries

All deliveries will be Monday – Friday between 0800 hours - 1500 hours E.S.T.

Vendor will accommodate partial tanker deliveries of product to customer on as needed basis.

Typical Analysis – Granular Lime

NOTE: Vendor must utilize transport vehicles that transport/deliver “only lime” to keep from contaminating lime product and feed systems

GRADATION	
Size	% Passing
5/16”	100
10M	8.2
14M	6.3
20M	2.1
CHEMISTRY	
Compound / Element	Result (%)
Total CaO	97.0
Available CaO	94.0
MgO	1.38
Al ₂ O ₃	0.34
Fe ₂ O ₃	0.07
SiO ₂	0.85
Sulfur	0.034
Carbon	0.178
PHYSICAL	
Parameter	Result (units)
30s Reactivity	31 C
3m Reactivity	52 C
LOI	0.48 %
Density	52.6 lbs/ft ³
	0.71 tons/yd ³