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REQUEST FOR BID #:71-F-3-18/19

FOR: BULK CHEMICALS FOR WATER AND WASTEWATER  
TREATMENT

SUBMIT TO:  
MID ATLANTIC PURCHASING TEAM  
C/O CARROLL COUNTY, MARYLAND  
BUREAU OF PURCHASING  
225 N Center Street  
Westminster, MD 21157

DATE AND TIME DUE: May 8, 2019  
Bids due by 1:00PM

**PLEASE NOTE: QUESTIONS ARE DUE IN WRITING BY April 24, 2019 BY 5:00PM**

**Direct all questions to:**  
Mike Myers, CPPO, CPPB  
Chief, Bureau of Purchasing  
Carroll County Government  
225 N Center Street  
Westminster, MD 21157  
[mmyers@carrollcountymd.gov](mailto:mmyers@carrollcountymd.gov)

**MID-ATLANTIC PURCHASING TEAM**  
**REQUEST FOR BID NO. 71-F-3-18/19**  
**BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT**

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### Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Baltimore Metropolitan Council ("BMC") and the Metropolitan Washington Council of Governments ("MWCOC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

#### **Format**

A lead agency format is used to accomplish this work. The lead agency has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

#### **1. Terms**

- a. Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- b. Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

#### **2. Other Conditions - Contract and Reporting**

The supplier/contractor and participating entity agree:

- a. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- b. To provide to BMC and/or MWCOC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- c. Contract obligations rest solely with the participating entities only;
- d. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links  
<http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives> and  
[www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/](http://www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/)

**Mid-Atlantic Purchasing Team  
Rider Clause**

USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid –Atlantic Purchasing Team COMMITTEE

**Extension to Other Jurisdictions**

The [issuing jurisdiction] extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

**Inclusion of Governmental & Nonprofit Participants (Optional Clause)**

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these good, commodities and/or services.

**Notification and Reporting**

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

**Contract Agreement**

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract (s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction Including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

Authorization to extend contract: 71-F-3-18/19

	Yes	No		Yes	No		Yes	No
Alexandria, Virginia			Gaithersburg, Maryland			Rockville, Maryland		
Alexandria Public Schools			Greenbelt, Maryland			Spotsylvania County		
Alexandria Sanitation Authority			Harford County, MD			Spotsylvania County Gov & Schools		
Annapolis City			Harford County Schools			Stafford County, Virginia		
Anne Arundel County			Howard County, MD			Takoma Park, Maryland		
Anne Arundel Schools			Howard County Schools			Upper Occoquan Service Authority		
Arlington County, Virginia			Herndon, Virginia			Vienna, Virginia		
Arlington County Public Schools			Leesburg, Virginia			Washington Metropolitan Area Transit Authority		
Baltimore City			London County, Virginia			Washington Suburban Sanitary Commission		
Baltimore County Schools			Loudoun County Public Schools			Winchester, Virginia		
Bladensburg, Maryland			Loudoun County Water Authority			Winchester Public Schools		
Bowie, Maryland			Manassas City Public Schools			City of Aberdeen, MD		
Carroll County, MD			Manassas Park, Virginia			City of Havre de Grace, MD		
Carroll County Schools			Maryland DGS Purchasing			Town of Manchester, MD		
Charles County Government			Maryland-National Capital Park & Planning Commission					
City of Fredericksburg			Metropolitan Washington Airport Authority					
College Park, Maryland			Metropolitan Washington Council of Government					
District of Columbia Government			Montgomery College					
District of Columbia Water & Sewer Auth.			Montgomery County, Maryland					
District of Columbia Public Schools			Montgomery County Public School					
Fairfax, Virginia			Northern Virginia Community College					
Fairfax County, Virginia			Prince George's Community College					
Fairfax County Water Authority			Prince George's County, Maryland					
Falls Church, Virginia			Prince George's Public Schools					
Fauquier County Schools & Government			Prince William County, Virginia					
Frederick, Maryland			Prince William County Public Schools					
Frederick County, Maryland			Prince William County Service Author					

**BID NO. 71-F-3-18/19**

**BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT**

**SPECIAL PROVISIONS**

**1. SCOPE:**

- A. This bid is for the supply and delivery of chemicals for water and wastewater treatment to the Mid Atlantic Purchasing Team, MAPT. The participating members are: Harford County, Maryland, Carroll County, Maryland, the City of Aberdeen Maryland, the City of Havre de Grace, Maryland, Howard County, Maryland and Town of Manchester, Maryland on an as-required basis during the term of the contract. The chemicals and quantities are listed on each agency Bid Forms.
- B. This RFB will be conducted as a Multistep Competitive Sealed Bid also referred to as a REVERSE AUCTION. The Buyer has partnered with eBridge to host this bidding event on its Web-Based Bidding Platform.

Phase 1: BIDDERS SHALL SUBMIT UNPRICED OFFERS per instruction within this RFB.

**Phase 2: PRICES ONLY WILL BE ACCEPTED IN THE SECOND PHASE DURING THE ONLINE REVERSE AUCTION BIDDING EVENT.**

Prices will be accepted only from bidders whose complete and accurate response to this RFB is found acceptable during PHASE 1. Approved bidders will receive notice that they have been approved to participate in the reverse auction. Those bidders will complete a detailed reverse auction system training session with eBridge.

- C. Review Section VIII, which contains the attached eBridge Information. The awarded bidders are obligated to pay a transaction fee to eBridge pursuant to the Terms and Conditions contained in Section VIII, which are accepted upon placement of the initial bid.

**2. TYPE OF CONTRACT:**

- A. This is a requirements-type contract under which participating agencies are obligated during the term of the contract to purchase its normal requirements of chemicals listed on the Bid Form, and the Contractor is obligated to supply quantities of said chemicals that each agency requires in its operations.

- B. If the contractor fails to make delivery within the time stipulated or otherwise fails to honor the contract, the awarding agencies reserves the right to purchase the required chemicals from other sources to meet emergency needs without prejudice of the contract. Any costs to the using agency is above the contract unit price shall be the responsibility of the contractor as stipulated in Item 5, SP-2, Section DELIVERY.

**3. QUANTITIES:**

- A. Quantities stated herein are given as a general guide for bidding and are not guaranteed amounts. Actual requirements may be more or less than the quantities indicated on the bid form.
- B. Additional quantities may be ordered during the term of the contract at the unit prices set forth in the contract. If, at the end of the term of the contract, the agency has not placed orders for the total estimated quantities set forth in the contract, the contract will nonetheless be terminated.
- C. Minimum orders for bulk liquid and dry chemical supplied by tankers are indicated in paragraph "REQUIREMENTS." The minimum order is the smallest order that will be placed for a chemical delivered by tanker.
- D. The typical order amount for containerized and bulk chemicals is also shown on the bid form. On occasion, the actual quantity per order may vary by  $\pm 20$  percent from the amount indicated. The unit price bid for chemicals and delivery shall be held constant for these normal fluctuations in purchase orders.

**4. METHOD OF PURCHASE:**

Upon execution of the contract, blanket purchase orders will be issued against which verbal or written orders will be placed for required chemicals.

**5. DELIVERY:**

- A. Delivery shall be made to each facility on an "as called for" basis. The agencies and their facilities and their addresses are shown on Appendix I, Pages 11-22.
- B. Chemicals are sometimes used at multiple locations within a given plant. Where a chemical is used at more than one location at a given facility, the delivery may be split between the two or more processing areas at the County's request without affecting the unit bid price.
- C. Deliveries are to be made within four calendar days upon either oral or

written instructions by an authorized representative of the agency referencing the blanket purchase order number. Failure by the contractor to make the delivery date requested by the agency representative will automatically give the agency the right to have the order filled by others and to charge the contractor the difference, above the contract price, if any, between the contract price and the price paid to have the order filled by others.

- D. Contractor shall provide a date and approximate delivery time for all scheduled deliveries. The contractor shall provide advanced notification to the requesting agency of delivery delays, and any changes such as new/different sources of supply, chemical concentration, NSF certification, etc.
- E. All delivery tickets shall include at a minimum the net weight, volume and the percent concentration of the product, and percent concentration of inerts, as applicable.
- F. Shipments of certain materials as noted in paragraph, REQUIREMENTS, shall include an affidavit of compliance/certification of analysis from the supplier certifying that the material meets the specified or referenced quality including, but not necessarily limited to, concentration, bulk density, specific gravity, impurities concentrations, and NSF certification.
- G. All containers shall be clearly marked to indicate the contents and shall bear the current proper precautionary information required by the stipulated referenced standard, USDOT, USEPA, Maryland Department of Environment and other regulatory agencies concerned with the hazardous nature of the chemical being shipped. All chemicals that are NSF approved shall be so marked on the label.
- H. Contractor is solely responsible for unloading all chemicals to the storage or usage locations at each plant. Contractor is also responsible for loading all empty and used chemical containers and pallets for return. Contractor is responsible for wearing appropriate PPE at all times and remaining present at the connection point to terminate unloading operations in the event of a spill or unauthorized release of the chemical. Contractor is solely responsible for the cleanup and disposal of spills in accordance with all current Local, State, and Federal regulatory requirements, laws, etc.
- I. The storage facilities at each of the agency facilities can be examined by the bidders on Monday through Friday between the hours of 7 a.m. and 3 p.m. All bidders are urged to do so in order to thoroughly familiarize themselves with loading and unloading facilities. Please contact the

respective Process Engineer/Superintendent for each specific agency for an appointment:

Agency	Contact Name	Email	Phone Number
Carroll County	Andy Watcher	<a href="mailto:awatcher@carrollcountymd.gov">awatcher@carrollcountymd.gov</a>	410-386-2164
Harford County	Gregg Bates	<a href="mailto:gfbates@harfordcountymd.gov">gfbates@harfordcountymd.gov</a>	410-638-3939
Aberdeen	Curtis Ball	<a href="mailto:cball@aberdeennmd.gov">cball@aberdeennmd.gov</a>	410-272-2650
Havre de Grace	Sandy Ayres	<a href="mailto:sandya@havredegracemd.com">sandya@havredegracemd.com</a>	410-939-1800, ext 1124
Howard County	Jalene Duressa	<a href="mailto:Jduressa@howardcountymd.gov">Jduressa@howardcountymd.gov</a>	410-313-0037
Town of Manchester Water	Delbert Green	<a href="mailto:watersupv@manchestermd.gov">watersupv@manchestermd.gov</a>	410-984-4035
Town of Manchester Wastewater	Mark Leister	<a href="mailto:wastewatersupv@manchestermd.gov">wastewatersupv@manchestermd.gov</a>	443-536-6623
Town of Manchester	Rodney C. Kuhns	<a href="mailto:rkuhns@manchestermd.gov">rkuhns@manchestermd.gov</a>	443-789-7556

- J. Containerized chemicals will not be accepted if the vendor's delivery vehicle is not equipped with a properly functioning pallet jack and hydraulic lift/tail gate or if the agency determines or believes that the containers are unsafe.

## 6. **CONTAINERS AND PALLETS:**

- A. Bidders shall not be entitled to charge deposits on containers and pallets due to the accounting burden imposed on the County to track deposits and refunds. All containers and pallets shall be clearly marked with the name of the owners and an identifying serial number to uniquely distinguish the container or pallet.
- B. Empty containers and/or pallets shall be picked up by the contractor with each delivery of chemicals. All costs associated with the pickup, return, cleanup, and/or proper disposal of the containers shall be included in the

unit price bid.

- C. All chemical containers, valves, and appurtenances shall be safe and in good working order. Valves for containerized gases shall be fully inspected by the contractor for operability, mechanical integrity and safety before the container is filled and delivered. If any agency determines that a valve, container or other appurtenant equipment is defective, unsafe or inoperable, the contractor shall replace the container at no cost to the agency within 24 hours of notification by the agency. Evidence of prior leakage, bent valve stems, hard to open valves, leaky packing, mismatched or unsecured valve covers, damaged piping threads, expired hydrostatic testing dates, etc. are examples of some of the problems that will result in rejection of containerized chemicals by the awarding agencies.

**7. BID PRICES:**

- A. **DO NOT SUBMIT PRICING WITH YOUR PROPOSAL.** Pricing only will be accepted during the reverse auction.
- B. Prices bid shall include all transportation and freight costs to the point of delivery at the applicable treatment or pumping facilities. The unit bid prices shall also include all appurtenant and incidental costs associated with the chemical including all costs associated with the pickup, return, cleaning and/or proper disposal of chemical containers, fuel, special insurance, etc.
- C. The contractor shall be solely responsible for payment of freight costs with the carrier. Collect shipments are not acceptable and will be rejected.

**8. INFORMATION REQUIRED WITH BID SUBMITTAL:**

- A. All bids shall include current Safety Data Sheets (SDS), manufacturer specifications, and certificates of analysis for each chemical bid. Failure to submit SDSs, specifications sheets, or certificates of analysis with the bid may disqualify the bid for that chemical.
- B. The apparent low bidders for each chemical may be asked to submit data on the chemical manufacturers Quality Assurance and Quality Control measures to ensure a consistent quality of chemical. Verification of NSF certification of the chemical may also be required. The data shall include statements regarding the sampling and analysis methods and statistical data (mean, standard deviation and population of the database thereof). This information if requested shall be furnished within seven calendar days of the date of request. Failure to provide the information within the stipulated time may result in the rejection of the bid.

- C. Vendor should submit one (1) original and five (5) copies of their Bid Forms.
- D. The terms "contractor", "supplier", "vendor", and "bidder" shall mean the company responding to this Request for Bids.
- E. Bidders shall complete the attached Mid-Atlantic Purchasing Team Rider and must return it along with their bid response.

**9. PAYMENT:**

- A. Payment to the contractor shall be made within 30 days of receipt of an invoice covering deliveries made during the month.
- B. Awarding agencies reserve the rights to hold payment or adjust payments for any products that do not meet the minimum specified or referenced standards. Where the concentration of the chemical product is beyond the stipulated range of concentrations, the agency may reject the shipment. Also, see paragraph DELIVERY for notification requirements for changes in sources and materials.
- C. Awarding agencies reserve the rights to withhold or adjust payments in the event that the contractor fails to deliver chemical within the stipulated time, unless otherwise agreed to by the agency in advance. The amount of the withholding will be based on the difference between the contract price and the price to have the order filled by others extended for the quantity ordered. If there is no difference in price, or if the price is less than the contract price, there will be no withholding of money.
- D. If an agency should choose to accept a shipment of chemicals in concentrations greater than the specified concentrations, the contractor shall not be entitled to additional compensation above the bid price unless agreed to in advance and in writing by the agency Director of Procurement and the Chief of Operations (or their duly authorized representatives).
- E. If an agency should choose to accept a shipment of chemicals in a concentration less than the specified concentration, the unit price for the chemical shall be prorated linearly down based on the active ingredient concentration. The Contractor must notify the agency in advance of any shipments of any concentrations that are outside the specified concentration(s).

**10. INSURANCE:**

10.1 The successful bidder shall, at all times during the term of each participating jurisdiction's contract, maintain and keep in force such insurance as

Workmen's Compensation, Liability, and Property Damage as will protect the successful bidder from claims under Workmen's Compensation Acts and also such insurance as will protect the successful bidder and the participating jurisdictions from any other claims for damages for person injury, including death, as well as from claims for damages to any property of each participating jurisdiction or of the public, which may arise from operations under this solicitation and each participating jurisdictions' contract, whether such operations are by the successful bidder or any subcontractor or any agent directly or indirectly employed by any of them.

10.2 During the progress of the work, the Contractor shall provide and maintain the insurance set forth below. The Contractor will furnish certificates evidencing that such insurance is in force and will make every reasonable effort to provide that ten (10) days prior notice be given to the County in the event of material change or cancellation.

Type of Coverage	Limits
Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000/accident \$100,000/employee disease \$500,000/disease aggregate
Bodily and Personal Injury	\$1,000,000 per person \$1,000,000 per occurrence
General Liability (including Contractual but excluding Completed Operations)	\$2,000,000 general policy aggregate per project.
Business Automobile Liability Insurance	\$1,000,000 combined single limit for bodily Injury and/or property Damage
Umbrella Excess Liability Insurance	\$1,000,000/occurrence \$1,000,000/aggregate limit
Fire and Extended Coverage	Actual cash value (including Vandalism and Malicious Mischief) covering all material and Equipment at the job site furnished Under contract; but excluding Contractor's, subcontractor's

Or Owner's tools and equipment  
And property owned by  
Employees.

Special perils as Amount of contract sum  
Described in the per loss for all work at  
latest Insurances the job site.  
Services Office form approved in Maryland

The awarding agencies are to be additional insured in the Contractor's commercial general liability and umbrella excess insurance. The awarding agency is to be a named insured in the builder's risk policy.

- a) Contractor shall obtain the above-referenced insurance for the Agency, himself and his subcontractor in connection with their operations under this contract and at the job site until construction work is completed and accepted by the County.
- b) The Contractor shall comply with and qualify under current Workers' Compensation laws and at all times cause every subcontractor who shall be engaged in the work, to comply with and qualify under such laws.
- c) The Contractor shall save the agency harmless against loss or damage arising from the Contractor's failure to comply with and qualify under such laws.
- d) The Contractor agrees that if, by any reason of its failure, or failure of any such subcontractor to comply with and qualify under said laws the Agency shall be required at any time to pay any sum because any employee of Contractor or its subcontractor is or shall be considered as the employee of the Agency as provided in such Workers' Compensation laws, the Contractor shall repay to the agency such sums paid by the agency.
- e) Evidence satisfactory to the Agency that the Contractor and each of its subcontractors have qualified under the Workers' Compensation laws shall be submitted prior to the commencement of the work contemplated.
- f) Policies for commercial general liability insurance must be written to protect the Contractor against claims arising from operations of subcontractors.
- g) In all cases, Certificates of Insurance shall be forwarded to the Agency in duplicate. The Agency shall be listed for notification in event of cancellation. Certificates must be filed before starting any work at the site.
- h) It is understood and agreed that the Contractor has bonded or will bond each of his employees engaged on the Project who have fiduciary responsibility. It is further agreed that the Contractor shall pay to the Agency any sum or sums

recovered from the Bonding Company arising out of acts of said employees involving funds of the Agency or property of the Agency. Any bonds required shall provide that coverage shall extend to and include the property of the Agency utilized in this project.

i) Any and all return premiums and dividends for insurance directly charged to the Agency by the Contractor in connection with this Agreement shall belong to and be payable to the Agency.

j) The contractor and his subcontractors shall maintain and make available for audit by the insurance company their representative payrolls and other records relating to the work reasonably necessary for the purpose of computing insurance premiums. The Contractor shall assure that such information and records shall also be made available by his subcontractors.

k) The Contractor and subcontractor shall provide, at their own expense, automobile bodily injury and property damage liability insurance covering all automobiles whether owned, hired, or non-owned operated by or on behalf of the Contractor or subcontractors, with not less than the following limits:

Bodily Injury \$1,000,000 per person  
\$1,000,000 per occurrence  
Property Damage \$1,000,000 per occurrence

l) Prior to beginning work at the job site, the Contractor and subcontractor shall furnish to the Agency, Certificates of Insurance as evidence of the existence of such automobile liability insurance. Such certificates shall contain a ten (10) day prior written notice of cancellation or material change to the Agency.

m) Contractors or subcontractors may at their own cost and expense obtain insurance additional to that required by the Agency under this Contract.

n) The Contractor agrees to indemnify and save harmless the awarding Agency, from any and all losses, liabilities, damages, costs and expenses (including cost of defense, settlement, and reasonable attorney's fees), which the Agency may hereafter incur or be responsible for or pay for (to the extent that the same arises out of or are in connection with construction or operation of the Project) as a result of bodily injuries (including death) to any one person or damage (including loss of use) to any property caused by the sole negligence or wrongful acts of the Contractor (or any of his employees) or any person, firm or corporation (or any employees thereof) directly or indirectly employed or engaged by the Contractor.

#### **11. TERM OF CONTRACT:**

A. The term of the contract shall be from July 1, 2019 (or date of contract Execution, whichever is later) until June 30, 2020.

- B. The term of the contract shall cover the period from the date of award through one year, with each agency having the exclusive option of extending the contract for four (4) additional one (1) year periods. The awarding agency reserves the right to terminate the Contract at any time.

**12. ECONOMIC PRICE ADJUSTMENT:**

1. All prices offered herein shall be fixed for one hundred eighty (180) days from effective date of this proposed contract. After this date, it shall be the vendor's responsibility to notify the awarding agency sixty (60) days in advance of any anticipated changes in prices. The vendor shall submit a written request for a price increase by furnishing bona-fide manufacturer's documents or price list reflecting the changes they have incurred. Increases shall be limited to the actual cost increase to the vendor during the contract term. Adjustments in price will be limited to one (1) adjustment per contract year. If the price increase is approved, the price will remain firm for the renewal term requested. Each awarding agency reserves the right to accept a request for a price adjustment, or the right to negotiate an adjustment in price or reject the request for a price increase within thirty (30) days after the written request is submitted.

All requests for price increase or decrease are subject to review and approval by the awarding agency. The maximum increase will have a ceiling of 10% annually and a net decrease of 10% annually.

The awarding agency will notify the vendor in writing of the effective date of any price adjustment it has approved.

2. **Price Decreases:** In the event of any decrease in price either by the manufacturer or if the Contractor shall charge a lower price to other customers, the agency shall be notified promptly and receive such decrease.
3. **Methanol:** All prices offered herein shall be fixed for one hundred eighty (180) days from effective date of the awarded contract. After this date, it shall be the vendor's responsibility to notify the awarding agency sixty (60) days in advance of any requested adjustment of price.

Methanol price adjustments shall be based on the regional contract prices for North America, Europe and Asia, Methanex Non Discounted Reference Price for the period of April 1-31, 2019, plus the markup of the Contractor. The Methanex Index available at:

<https://www.methanex.com/our-business/pricing>

If a Methanol price increase request is approved, the price increase will be effective upon written approval from the awarding agency and will remain firm through the renewal period. Additional request for a price adjustment during the current contract term shall be determined at the agencies sole discretion. The awarding agency will notify the vendor in writing of the effective date of any price adjustment it has approved.

**13. BID AWARD:**

It is the intent of each agency included in this bid to award contract(s) on the basis of the lowest bid prices received for each of their bid items.

**14. PREQUALIFICATION:**

Prequalification is a requirement of this Bid. Contractor/Bidder must be prequalified for Polymers as a requirement of this Bid. See "Specific Agency Requirements" found on Page SP-9

**15. REQUIREMENTS:**

General:

1. The requirements for bulk chemicals are summarized on the attached Summary Table. Where a referenced standard is listed, it shall mean the latest issue including all addenda as of the date of this advertisement.
2. Any chemical used in the processing of potable water must be listed in the NSF Listing for Drinking Water Additives, latest edition
3. As of the date of this advertisement. Chemicals requiring NSF Listing are shown on the Summary Table.
4. Changes in sources of supply for any chemical are subject to approval by each agency. Contractors must provide at least 30 days advanced notification and complete documentation of any proposed changes in the source/manufacturer of chemicals.
5. The quantities shown in the bid documents as "wet weight" are the solution weights of the chemicals. When bidding, the bidder shall consider the "wet weight" or actual delivery weight, including transportation/ freight costs.
6. There is no requirement for a bid bond or performance bond for this bid.

**16. COOPERATIVE PURCHASES:**

- A. Participating agencies each reserve the right during the term of this contract to obtain chemicals from other cooperative chemical bids.
- B. The Mid Atlantic Purchasing Team reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Award bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder.

The Mid Atlantic Purchasing Team does not assume any responsibility other than to obtain pricing for the specifications provided.

Bidders shall complete the attached Mid-Atlantic Purchasing Team Rider and must return it along with their bid response.

- C. Adjustment for additional transport cost can be negotiated between the supplier and the requesting agency. Any price adjustment shall be for the additional cost incurred to transport the product to the requesting agency. The unit cost awarded under the awarding agencies contract shall be the benchmark price for any negotiated cost increase.

## **17. SPECIFIC AGENCY REQUIREMENTS:**

### **A. Carroll County, Maryland:**

See the Summary Table for list of chemicals and related notes/delivery requirements.

**B. Harford County, Maryland:**

1. Ferric Chloride:

- A. Ferric chloride shall be delivered in an aqueous solution containing not less than 33 percent and not greater than 38 percent bulk dry inorganic ferric chloride.
- B. Each delivery shall be made with a certificate of analysis or certification statement for the ferric chloride delivered at that time. The certificate of analysis shall describe the following concentrations:

Percent ferric chloride	Total Chromium
Total Suspended Solids	Total Copper
Total Sulfate	Total Lead
Total Organic Carbon	Total Mercury
Total Cyanide	Total Nickel
Total Arsenic	Total Silver
Total Cadmium	Total Zinc
Free Acid as HCl	Total Iron
Total Ferric Iron	Total Ferrous Iron

The concentrations of the delivered solution shall not exceed:

100 mg/kg	for Cu	20 mg/kg	for Ag
4000 mg/L*	for TSS	50 mg/kg	for Pb
0.01 mg/kg	for CN	20 mg/kg	for Hg
1 mg/kg	for Cd	80 mg/kg	for Ni
100 mg/kg	for Cr	2.5%	Ferrous Iron
1.0%	Free Acid as HCl		

\*Chemical shall not cause abnormal clogging of pump feed strainers or it will be required to be pre-filtered.

Furthermore, the ferric chloride supplied shall contain no substances in quantities capable of producing deleterious or injurious effects on wastewater biomass or aquatic organisms in receiving waters. In addition, the ferric chloride supplied shall not contain any substances in quantities that will result in treated sludge that will

be designated as hazardous wastes by local, state, or federal authorities.

2. Ferric Sulfate:

- A. Ferric sulfate shall conform to AWWA Standard B406-97, (ANSI/NSF 60 approved). Ferric sulfate sulfate shall be delivered in an aqueous solution containing not less than 55 percent and not greater than 70 percent  $\text{Fe}_2(\text{SO}_4)_3$ . The ferric sulfate shall contain not less than 12.0 percent or more than 14.0 percent water soluble ferric iron  $\text{Fe}^{+3}$ . The quantities shown in the bid documents are as pure water soluble ferric iron  $\text{Fe}^{+3}$ . The means of determining the lowest price will be based on the per ton cost of the Ferric Iron ( $\text{Fe}^{+3}$ ). When bidding, the bidder shall consider the "wet weight" or actual delivery weight, including transportation/ freight costs.
- B. The Liquid Ferric Sulfate shall be manufactured from a source of virgin mined ore and selected high purity components, i.e., magnetite, hematite, and a "water white" grade of sulfuric acid.
- C. Each delivery shall be made with a certificate of analysis or certification statement for the ferric sulfate delivered at that time. The certificate of analysis shall describe the following concentrations:

Specific Gravity	Percent Ferrous Iron
Percent Ferric iron	Percent Acid

The concentrations of the delivered solution shall not exceed:

1 mg/kg	Arsenic	75 mg/kg	Nitrate
5 mg/kg	Copper	10 mg/kg	Silver
100 mg/kg	Manganese	1 mg/kg	Antimony
15 mg/kg	Zinc	1 mg/kg	Mercury
2 mg/kg	Cadmium	1 mg/kg	Selenium
1 mg/kg	Cyanide	1 mg/kg	Beryllium
100 mg/kg	Chloride	60 mg/kg	Fluoride
10 mg/kg	Chromium	0.15%	Ferrous Iron
15 mg/kg	TOC	0.25%	Free Acid

\*Chemical shall not cause abnormal clogging of pump feed strainers or it will be required to be pre-filtered.

Furthermore, the ferric sulfate supplied shall contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should a MCL violation be determined to be directly attributed to the chemical material supplied for use by the County, the contractor shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels satisfactory to the County. The County reserves the right to add or delete specific impurity listings and maximum impurity levels to the existing listings as is required to meet all USEPA, SDWA and MDE water quality regulatory requirements, advisories, etc. In addition, the ferric sulfate supplied shall not contain any substances in quantities that will result in treated sludge that will be designated as hazardous wastes by local, state, or federal authorities.

3. Methanol:

- A. Methanol shall conform to IMPCA Standard. Methanol shall be delivered in an aqueous solution clear and free of suspended matter. The purity shall be minimum 99.85% weight on dry basis.
- B. The Liquid Methanol shall be manufactured from a source of virgin material.
- C. Each delivery shall be made with a certificate of analysis or certification statement for the methanol delivered at that time. The certificate of analysis shall describe the following concentrations:

Specific Gravity  
Percent Purity

The concentrations of the delivered solution shall not exceed:

30 mg/kg	Acetone
5 Pt.-Co	Color
0.1 wt%	Water
50 mg/kg	Ethanol
0.5 mg/kg	Chloride
30 mg/kg	Acidity

\*Chemical shall not cause abnormal clogging of pump feed strainers or it will be required to be pre-filtered.

Furthermore, the methanol supplied shall not contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should a MCL violation be determined to be directly attributed to the chemical material supplied for use by the County, the contractor shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels satisfactory to the County. The County reserves the right to add or delete specific impurity listings and maximum impurity levels to the existing listings as is required to meet all USEPA, SDWA and MDE water quality regulatory requirements, advisories, etc. In addition, the methanol supplied shall not contain any substances in quantities that will result in treated sludge that will be designated as hazardous wastes by local, state, or federal authorities.

4. Polymers: Bidders must have prior prequalification approval for the polymers for each specific application; and, the optimum effective dosage will be considered for cost evaluation.

**A. Polymers for Sod Run WWTP (P1)**

This bid item is for cationic mannich polymer used as a thickening agent for waste activated sludge and waste digested sludge (P1). Note that the bid allows vendors to propose and pre-qualify one polymer each for thickening waste activated sludge and one for dewatering waste digested sludge; the bidder is allowed to propose and pre-qualify one polymer for both tasks. To qualify to bid on this contract, the contractor must conduct a trial of their polymer(s) onsite at Sod Run and must have received written approval with certified dosages prior to the close of this bid. To request a performance trial for future bids, please call Mr. Chris Younger, Plant Superintendent at 410-273-5617.

**B. Polymers for Abingdon WTP (P3, P4, and P10)**

These bid items are for polymers used in the treatment of drinking water as a settling aid (P3), a filter Aid (P4), and a settling aid for pretreatment of raw water (P10). Suppliers of polymers for use in treatment of drinking water must pre-qualify polymers with Harford County, and polymers must be NSF and MDE approved for use in potable water supplies. For pre-qualification on future bids for polymers, phone Calvin Forte, Asst. Plant Super Intendant 410-638-3939.

5. Lift gates on delivery vehicles are required for containerized chemical deliveries to Perryman WTP, Havre de Grace WTP, water booster stations, and Joppatowne WWTP. We do not have forklifts at those locations. In addition, lift gates are required for delivery of Powered Activated Carbon to the Abingdon WTP.

For mini-bulk deliveries, vendor is required to use a single continuous length hose from delivery tanker truck up to 100 feet distance to the onsite mini-bulk container. Mini-bulk containers supplied by vendor will be at no additional charge to the County; meet OSHA, MDE, and County requirements for its intended use to include spill containment and venting; be sized to fit in space available at site; equipped with an electronic level device; and, have at least a 1-inch connection for the pump suction pipe.

6. For mini-bulk deliveries, vendor is required to use a single continuous length hose from delivery tanker truck up to 100 feet distance to the onsite mini-bulk container. Fittings for connection to the County's 500 gallon caustic soda tank shall be supplied by vendor at no additional charge to the County. Caustic deliveries shall be made within three (3) days of placing order.

Facility is not attended full time. Deliveries shall be made between 7:30 A.M. and 2:30 P.M. Monday through Friday. Vendor shall call the operator 30 to 60 minutes prior to delivery to arrange for receipt.

#### **C. City of Aberdeen, Maryland:**

Lift gates on delivery vehicles are required for containerized chemical deliveries to Aberdeen WTP.

Bulk liquid deliveries at all plants require a 2" quick connect and up to 60' feet of hose.

Deliveries will be accepted between 7 AM and 3 PM.

APG deliveries are only accepted Mon.-Thurs. and require United States Citizens as drivers for delivery to a secured area.

#### **D. City of Havre de Grace, Maryland:**

1. Poly Aluminum Chloride:

- A. Each delivery shall be made with a certificate of analysis or certification statement for the poly aluminum chloride delivered at that time. The certificate of analysis shall describe the following concentrations:

Percent Aluminum Oxide  
Percent Basic  
Specific Gravity (65 F)  
Turbidity (NTU)

Chemical shall not cause abnormal clogging of pump feed strainers or it will be required to be pre-filtered.

In addition, the poly aluminum chloride supplied shall not contain any substances in quantities that will result in treated sludge that will be designated as hazardous wastes by local, state, or federal authorities.

- B. Lift gates on delivery vehicles are required for containerized chemical deliveries to Havre de Grace WTP, Graceview Booster station and all Pump Stations. We do not have forklifts at those locations. Operational pallet jacks are required.

For mini-bulk deliveries, vendor is required to have 30 feet length of 2 inch hose from delivery tanker truck with shut-off valve on the end of hose.

2. All chemicals stipulated must meet AWWA Standards for use in treatment of municipal and industrial water supplies and must be NSF certified. Initial deliveries must be accompanied by proper MSDS. A typical chemical analysis, MSDS and NSF certification (for Water Plant Treatment Chemicals) respective to each product bid, must be supplied at time of bid.

#### **E. Howard County, Maryland**

See the Summary Table for list of chemicals and related notes/delivery requirements.

#### **F. Town of Manchester, Maryland**

See the Summary Table for list of chemicals and related notes/delivery requirements.

## **BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT APPENDIX I**

### **Addresses for Delivery and Billing for Selected Water & Sewer Facilities**

- A. Carroll County, Maryland –APP Page 19**
- B. Harford County, Maryland – Pages APP 19-20**
- C. City of Aberdeen, Maryland – Page APP 20-21**
- D. City of Havre de Grace, Maryland – Page APP 21**
- E. Howard County, Maryland – Page APP 22**
- F. Town of Manchester, Maryland – Page APP 22**

### **Summary Tables: Bulk Chemicals for Water and Wastewater Treatment**

- A. Carroll County, Maryland –ST Page 1**
- B. Harford County, Maryland – Pages ST 2-4**
- C. City of Aberdeen, Maryland –SP Pages 5-6**
- D. City of Havre de Grace, Maryland –ST Pages 7-8**
- E. Howard County, Maryland – ST Page 9**
- F. Town of Manchester, Maryland – ST Page 10**

### **Bid Forms: Agency Bid Forms**

- A. Carroll County, Maryland – BF Page 2**
  - a. MAPT Alternate Bid Form – BF Page 3**
- B. Harford County, Maryland – BF Pages 4-5**
- C. City of Aberdeen, Maryland – BF Page 6**
- D. City of Havre de Grace, Maryland – BF Page 7**
- E. Howard County, Maryland – BF Page 8**
- F. Town of Manchester, Maryland - BF Page 9**

**BID NO. 71-F-3-18/19**  
**BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT**

**Appendix: Addresses for Selected Carroll County Water & Sewer Facilities**

**Billing**

- Carroll County Bureau of Utilities

225 North Center Street  
Westminster, MD 21157

**Drinking Water Facilities**

- Freedom District WWTP

5631 Oakland Road  
Sykesville, MD 21784

**Wastewater Facilities**

- South Carroll WWTP

1290 West Old Liberty Road  
Eldersburg, MD 21784

- Hampstead Waste WTP

4455 Northwoods Trail  
Hampstead, MD 21074

**Appendix: Addresses for Selected Harford County Water & Sewer Facilities**

**Billing:**

Payment to the Contractor shall be within thirty (30) days upon receipt and acceptance of invoices covering deliveries made during the month.

1. Invoices for all chemicals should be sent to the following address:

Harford County Government  
Sod Run WWTP  
ATTN: Christine Warfield  
1212 Chelsea Road, P.O. Box 6  
Perryman, MD 21130

**Drinking Water Facilities:**

- Abingdon Water Treatment Plant (WTP)

3340 Abingdon Road  
Abingdon, MD 21009

- Havre de Grace WTP

413 St. John Street  
Havre de Grace, MD 21078

- Perryman WTP

1538 Perryman Yard Road  
Perryman, MD 21130

- Bynum Booster Station

501 Bynum Road  
Forest Hill, MD 21050

**Wastewater Facilities:**

- Sod Run Wastewater Treatment Plant (WWTP)

1212 Chelsea Road, PO Box 6  
Perryman, MD 21130

- Joppatowne WWTP

101 Shore Drive  
Joppa, MD 21085

**Appendix: Addresses for Selected Aberdeen Water & Sewer Facilities****Billing**

Invoices should be sent to the following address:

- City of Aberdeen

60 North Parke Street  
Aberdeen, MD 21001

**Drinking Water Facilities**

- Aberdeen WTP

411 S. Post Road  
Aberdeen, MD 21001

- Chapel Hill WTP

300 N. Paradise Rd.  
Havre de Grace, MD 21078

#### **Wastewater Facilities**

- Aberdeen WWTP

361 Michael Lane  
Aberdeen, MD 21001

- Aberdeen Proving Ground-

Aberdeen Area WWTP  
Bldg. 413 Magazine Rd.  
Aberdeen Proving Ground, MD 21005

### **Appendix: Addresses for Selected Havre de Grace Water & Sewer Facilities**

#### **Billing**

- City of Havre de Grace

Accounts Payable  
711 Pennington Avenue  
Havre de Grace, MD 21078

#### **Drinking Water Facilities**

- Havre de Grace WTP

415 St. John Street  
Havre de Grace, MD 21078

- Graceview PS

1001 Graceview Drive  
Havre de Grace, MD 21078

#### **Wastewater Facilities**

- Havre de Grace WWTP

1 Jerry Foster Way  
Havre de Grace, MD 21078

- Erie Street Pump Station

611 Erie Street  
Havre de Grace, MD 21078

## **Appendix: Addresses for Selected Howard County, Water & Sewer Facilities**

### **Billing**

Invoices should be sent to the following address:

- Howard County Government, Bureau of Utilities  
8270 Old Montgomery Road,  
Columbia, Maryland 21045
- Howard County Government  
Little Patuxent Water Reclamation Plant  
8900 Greenwood Place  
Savage, MD 20763

### **Wastewater Facilities**

- Little Patuxent Water Reclamation Plant  
8900 Greenwood Place  
Savage, MD 20763
- Riverwood, Sheppard Manor, Walnut Grove, Walnut Creek, Ashleigh Knolls  
shared sewage disposal facilities.

## **Appendix: Addresses for Selected Town of Manchester, Water & Sewer Facilities**

### **Billing**

Invoices should be sent to the following address:

- Town of Manchester  
P.O. Box 830  
Manchester, MD 21102

### **Wastewater Facilities**

- 3286 Beaver Street  
Manchester, MD. 21102
- 2912 Warehime Rd.  
Manchester, MD.21102

## A. Summary Table – Carroll County, Maryland

### Bulk Chemicals For Water and Wastewater Treatment

Chemical	Reference Standard	Container	Site(s)	Projected Annual		Notes
				Quantities	Deliveries	
Hydrofluosilicic Acid	AWWA B703					Freedom District Water Treatment Plant (FDWTP) 5631 Oakland Road Sykesville, MD 21784  Tanker Truck Delivers
	AWWA B501	2300 Lb Tote	FDWTP	10 Totes	5	
Sodium Hydroxide 50%		4000 Gal Tank		4000 Gal		
Potassium Permanganate	AWWA B603	330 Lb Drum	FDWTP	3 Drums	1	
Aluminium Chlorohydrate		40000 gallon tank	FDWTP		5	
(CES-PACL2000)						
Sodium Hypochlorite 15%		4000 gallon tank	FDWTP	17500 gallons	10	
Sulfuric Acid		3600 lb totes	FDWTP	19 totes/year	4	
Citric Acid 50% Solution		3600 lb totes	FDWTP	8 totes/year	15	
Sodium Bisulfite 38%		3600 lb totes	FDWTP	27 totes/year	15	

## B. Summary Table – Harford County, Maryland

### Bulk Chemicals For Water and Wastewater Treatment

Chemical	Reference Standard	Container	Site(s)	Projected Annual		Notes
				Quantities	Deliveries	
Soda Ash - Dense (granular)	AWWA B201	50 Lb Bags on Pallets	Joppatowne WWTP Sod Run WWTP Perryman WTP	2 Tons	2	58 % active by weight NSF Listed for Drinking Water JWWTP - Typical Order 1 Ton ( 1 pallet) SR - Typical Order 5 Tons (4 - 6 pallets) PWTP - Typical Order 15 Tons (12 - 18 pallets)
				73 Tons	14	
				<u>20 Tons</u>	1	
				95 Tons		
		Tanker	Abingdon WTP Perryman WTP	500 Tons	23	58 % active by weight NSF Listed for Drinking Water Minimum Order 21 Tons
				<u>900 Tons</u>	42	
				1400 Tons		
Liquid Chlorine	AWWA B301	2000 Lb Container	Sod Run WWTP	100 Tons	19	NSF Listed for Drinking Water Cylinders in accordance W/ Chlorine Institute Std Typical Order 4-6 Tons
[Hydro]Fluorosilicic Acid (HFS)	AWWA B703	55 Gallon Drums	Perryman WTP	18 Tons	12	NSF Listed for Drinking Water 22% - 24% mass concentration in an aqueous solution Typical Order 2900 Lbs. (5 Drums)
		Tanker	Abingdon WTP	45 Tons	3	NSF Listed for Drinking Water 22% - 24% mass concentration in an aqueous solution Minimum Order 3000 Gallons (16Tons)
Sulfur Dioxide	AWWA B512	2000 Lb Container	Sod Run WWTP	110 Tons	21	Cylinders in accordance with Chlorine Institute Std Typical Order 4-6 Tons
Methanol		Tanker	Sod Run WWTP	183,000 Gal	26	IMPCA Standard SR- Typical Order 7000 Gal. JWWTP - Typical Order 1000 Gal
		Mini-Bulk	Joppatowne WWTP	9,500	9	
Hydrated Lime	AWWA B202	50 Lb Bags on Pallets	Joppatowne WWTP	4 Tons	1	For Wastewater pH adjustment and Odor Control Typical Order 1 Ton (1 Pallet)
Liquid Alum	AWWA B403	Mini-Bulk	HC - Havre de Grace WTP	22 Tons	4	NSF Listed for Drinking Water 48.5% mass concentration in an aqueous solution Minimum Order 1000 Gallons

## B. Summary Table – Harford County, Maryland

### Bulk Chemicals For Water and Wastewater Treatment

Chemical	Reference Standard	Container	Site(s)	Projected Annual		Notes
				Quantities	Deliveries	
Ferric Chloride	AWWA B407	Tanker	Sod Run WWTP	1800 Tons	83	Minimum 33% mass concentration in an aqueous solution See Special Provisions Minimum Order 4000 Gallons (23 Tons) *On Occasion Split Delivery between Sod Run and JWWTP
			Joppatowne WWTP	<u>125 Tons</u>	*	
				1925 Tons		
25% Sodium Hydroxide	AWWA B501	Tanker	Sod Run WWTP	250 Tons	11	NSF Listed for Drinking Water 25% mass concentration in an aqueous solution Tanker: Minimum Order 4000 Gallons ( approx. 22 Tons) Mini-bulk Typical Order: 400 Gal for HdG WTP & JWWTP; Sod Run WWTP *Vendor to supply OSHA/ MDE-approved 540-Gal Tank for Sod Run
		Mini-bulk	HC – Havre de Grace WTP	400 Gal	1	
			Sod Run WWTP*	400 Gal	1*	
			Joppatowne WWTP	<u>400 Gal</u> 1,200 Gal	1	
Phosphoric Acid		55 Gallon Drums	Abingdon WTP	22Tons	10	NSF Listed for Drinking Water, Food Grade, No Zinc 75 % mass concentration in an aqueous solution PWTP - Typical Order 4 Drums (approx. 2900 Lbs.) AWTP-Typical Order 6 Drums (approx 4350 Lbs.)
			Perryman WTP	<u>11 Tons</u>	7	
				33 Tons		
Sodium Silicofluoride (Sodium Fluorosilicate)	AWWA B702	50 lb Bags on Pallets	HC - Havre de Grace WTP	2 Tons	4	NSF Listed for Drinking Water Typical Order 500 Lbs.
Ferric Sulfate	AWWA B406	Tanker	Abingdon WTP	130 Dry Ton Fe3	43	NSF Listed for Drinking Water 12%-13% Soluble Ferric
Powdered Activated Carbon (PAC)	AWWA B600	30 - 50 Lb Bags on Pallets	Abingdon WTP	30 Tons	9	NSF Listed for Drinking Water Typical Order 6600 Lbs. (4 Pallets) *On occasion split delivery with HdG WTP
			HC - Havre de Grace WTP	<u>3 Tons</u>	4*	
				33 Tons		

**B. Summary Table – Harford County, Maryland  
Bulk Chemicals For Water and Wastewater Treatment**

Chemical	Reference Standard	Container	Site(s)	Projected Annual		Notes
				Quantities	Deliveries	
Potassium Permanganate	AWWA B603	55 Lb-Pails	Abingdon WTP	1000 Lbs	3	NSF Listed for Drinking Water KMnO <sub>4</sub> equal to or greater than 97% Free flowing solid Typical Order 330 - 500 Lbs. (4-7 Pails)
Sodium Hypochlorite	AWWA B300	Tanker	Abingdon WTP	400 Tons	19	Tanker: Typical order 21 Tons NSF listed for Drinking Water 12% Available Cl <sub>2</sub> (mass basis) in an aqueous solution Drums: Typical order 4 -6 drums Mini-bulk Typical Order: 400 Gal-HDG WTP, Sod Run WWTP *Vendor to supply OSHA/ MDE-approved 540-gal Tank at Sod Run WWTP site Mini-Bulk; typical order 1000 gal Perryman WTP
		55 Gallon Drums	Bynum Booster Station	3	4	
		Mini-bulk 400 Gal	HC – Havre de Grace WTP Sod Run WWTP*	4,000 Gal <u>400 Gal</u> 4,400 Gal	10 1*	
		Mini-Bulk 1000 Gal	Perryman WTP	20000 Gal	20	
Sodium Bisulfite		55 Gallon Drums	HC – Havre de Grace WTP	1 Tons	2	NSF listed for drinking water 38% mass concentration in an aqueous solution Typical order 2-3 drums
P1 – Thickener Polymer For Waste Activated Sludge		Tanker	Sod Run WWTP	400 Tons	15	Cationic Mannich Polymer  Minimum Order 4,000 Gal
P3 – Coagulant Polymer For Water Treatment		55-Lb Bags	Abingdon WTP	2 Tons	5	NSF Listed for Drinking Water and MDE Approved  Typical Order 15 Bags
P4 – Filter Aid Polymer For Water Processing		55-Gal Drums	Abingdon WTP	4 Tons	4	NSF Listed for Drinking Water and MDE Approved  Typical Order 3-5 Drums
			Harvard de Grace WPT	2 Tons	2	
				6 Tons		
P10 – Coagulant Polymer Settling Aid in Pretreatment		55-lb Bags	Abingdon WTP	1 Tons	7	NSF Listed for Drinking Water and MDE Approved  Typical Order: 5 Bags

**C. Summary Table –City of Aberdeen, Maryland  
Bulk Chemicals For Water and Wastewater Treatment**

Chemical	Reference Standard	Container	Site(s)	Projected Annual		Notes
				Quantities	Deliveries	
Sodium Hydroxide Liquid Caustic Soda, 25% Solution	AWWA B501	Tanker	City of Aberdeen	45,000 Gal	11	
			Aberdeen Proving Ground- Aberdeen Area WWTP	33,000 Gal	8	
AquaMag, Sequestering Water Distribution			City of Aberdeen	10,000 Lbs		
			Aberdeen Proving Ground- Aberdeen Area WWTP	20,000 Lbs		
Liquid Chlorine, 100%	AWWA B301	150 lb Cylinder	City of Aberdeen	4,200 Lbs	7	
Sodium Hypochlorite 15% Solution	AWWA B300	Tanker	Aberdeen Proving Ground- Aberdeen Area WWTP	11,000 Gal	6	
Pollu-Treat C478			Aberdeen Proving Ground- Aberdeen Area WWTP	8,000 Lbs		
Pollu-Treat C498			City of Aberdeen	8,000 Lbs	-	
Pollu-Treat C515			City of Aberdeen	8,000 Lbs	-	
Pollu-Treat C905			Aberdeen Proving Ground- Aberdeen Area WWTP	5,000 Lbs		
Sodium Silica Fluoride	AWWA B702	50 lb Bags	City of Aberdeen	1.125 tons	2	
			Aberdeen Proving Ground- Aberdeen Area WWTP	1.125 tons	2	
Soda Ash Light	AWWA B201	50 Lb Bag	City of Aberdeen	25.6 Tons	8	
			Aberdeen Proving Ground- Aberdeen Area WWTP	1.5 Tons		
Hydrated Lime	AWWA B202	50 Lb Bags	City of Aberdeen	12 Tons	2	
			Aberdeen Proving Ground- Aberdeen Area WWTP	35 Tons		
Methanol Liquid			City of Aberdeen	20,000 Gal		
			Aberdeen Proving Ground- Aberdeen Area WWTP	6,500 Gal		

**C. Summary Table –City of Aberdeen, Maryland  
Bulk Chemicals For Water and Wastewater Treatment**

Chemical	Reference Standard	Container	Site(s)	Projected Annual		Notes
				Quantities	Deliveries	
Powder Activated Carbon Watercarb	AWWA B600	50 Lb Bag	Aberdeen Proving Ground-Aberdeen Area WWTP	4,000 Lbs	4	Minimum Order 1 Pallet
DeIPAC 1525 Poly Aluminum Chloride	AWWA B408	Tanker	City of Aberdeen	300,000 Lbs	7	Minimum Order 4500 Gal or 46125 Lb
			Aberdeen Proving Ground-Aberdeen Area WWTP	230,000 Lbs	5	
DeIPAC 2020 Poly Aluminum Chloride	AWWA B408	Tanker	Aberdeen Proving Ground-Aberdeen Area WWTP	225,000 Lbs	9	Minimum Order 2500 Gal or 25,625 Lbs

**D. Summary Table –City of Havre de Grace, Maryland  
Bulk Chemicals For Water and Wastewater Treatment**

	Reference			Projected Annual	
Chemical	Standard	Container	Site(s)	Quantities	Notes
Liquid Chlorine	AWWA B301	150 Lb Cylinder	Havre de Grace WTP Graceview PS	150 Cylinders	Minimum of 6 cylinders; Maximum of 9 Of the estimated 500 cylinders, six (6) will be delivered to Graceview pumping station. Delivery truck must have lift gates for the delivery of these 6 cylinders
Delpak 2020		Mini Bulk	Havre de Grace WTP	25,000	Minimum order of 1000 gallons Shipment of no less than 1000 gallons, but no more than 2,200 gallons with at least 70% basicity. The tanker must have at least 30 feet of 2 inch hose and a shut-off valve on the end of the hose.
Powdered Activated Carbon	AWWA B600	40 or 50 Lb Bag On Palletts	Havre de Grace WTP	3 Tons	Minimum Order of 1 pallet NSF Certified for Drinking Water meet an iodine # not less than 500; molasses RE, ai" must not be less than 75; must be non-reactive with chlorine and also be effective over a wide temperature and pH range.
Poly-Ortho Phosphate		Mini Bulk	Havre de Grace WTP	1,500 gal	Minimum Order of 400 gallons 50/50 blend with at least a 36% active solution. The tanker must have 30 feet of 2 inch hose and a shut-off valve on the end of the hose.
Sodium Silicofluoride (Sodium Fluorosilicate)	AWWA B702	50 Lb Bag on pallets	Havre de Grace WTP	3 Tons	Minimum Order of 1 Pallet
Soda Ash – Dense (granular)	AWWA B	50 Lb Bag on pallets	Havre de Grace WTP	0 Tons	Minimum Order of 1 PalletGranular soda ash is stipulated. Powdered soda ash will not be accepted.
Del Pac 1525		Bulk	WWTP	30,000 Gal	2" Fills/Min of 4000 Gal
25% Caustic		Bulk	WWTP	20,000 GAL	2" Fills/Min of 4000 Gal

**D. Summary Table –City of Havre de Grace, Maryland  
Bulk Chemicals For Water and Wastewater Treatment**

	Reference			Projected Annual	
Chemical	Standard	Container	Site(s)	Quantities	Notes
50% Caustic		Bulk	Havre Dde Grace WTP	3,500	2" Fills/Min of 750 Gal
Hypo Chlorite		Bulk	WWTP	2,000 Gal	2" Fills/Min of 4000 Gal
Micro C		Bulk	WWTP	2,000 Gal	2" Fiulls/Min of 4000 Gal
Lime		50 lb. Bags on Pallets	WWTP	5 Pallets	

## E. Summary Table – Howard County, Maryland Bulk Chemicals For Water and Wastewater Treatment

Chemical	Reference Standard	Site(s)	Projected Annual Quantities	Notes
Sodium Hydroxide 25% Caustic Soda	AWWA Standard # B501	Little Patuxent Water Reclamation Plant	54,000 Gal	4,200 gallons per delivery Monday through Friday 7am-3pm 1 TANK 6000 GALLONS
LIQUID ALUM SULFATE		Little Patuxent Water Reclamation Plant	WET 700 DRY 400 121,800 GALLONS	1 LOAD EST 4200 GALL WET TONS EST 22-23 TONS DRY TONS EST 11-12 1 TANK @ 12,000 GALL TANK
SODIUM BISULFATE		Little Patuxent Water Reclamation Plant	5,000-10,000 Gal	2 TANKS @5000 GALLON TANK NOT USED ON REG BASIS
SODIUM HYPOCHLORITE 15%		Little Patuxent Water Reclamation Plant	25,000 Gal	2 TANKS @ 5,000 GALLONS STORAGE 1 Order @ 5,000 Gallons
METHANOL		Little Patuxent Water Reclamation Plant	Weekly/Biweekly 2 TANKS 15,000 TANKS	1 TRK LOAD PER ORDER 7,500 GALLONS
POLYMER		Little Patuxent Water Reclamation Plant	300,000 Lbs	2 BULK TANKS (NEW TANKS) TOGETHER HOLD 45,000 LBS (1 ORDER)
MAGNESIUM HYDROXIDE		Little Patuxent Water Reclamation Plant		1 TANK @ 6,000 (NOT IN USE AT THIS TIME) 1 ORDER 3,700 GAL
30% LIQUID MAGNESIUM CHLORIDE SOLUTION		Little Patuxent Water Reclamation Plant	EST WEEKLY TO BIWEEKLY ORDER OF 4300 GALLONS	8000 TANK 1 TRUCK LOAD (ALMOST WEEKLY) 4300 GALLONS
Micro C2000 ®		Riverwood, Sheppard Manor, Walnut Grove, Walnut Creek, Ashleigh Knolls shared sewage disposal facilities.	80 drums per year	55-gallon drums – as needed
(Micro C Glycerin)		Riverwood, Sheppard Manor, Walnut Grove, Walnut Creek, Ashleigh Knolls shared sewage disposal facilities.		
Soda Ash Lite 100		Riverwood, Sheppard Manor, Walnut Grove, Walnut Creek, Ashleigh Knolls shared sewage disposal facilities.	200 bags per year	50-pound bags – as needed
Hydrogen Peroxide 35%		Riverwood, Sheppard Manor, Walnut Grove, Walnut Creek, Ashleigh Knolls shared sewage disposal facilities.	15 containers per year	15-gallon containers

**F. Summary Table – Town of Manchester, Maryland  
Bulk Chemicals For Water and Wastewater Treatment**

	Reference			Projected Annual	
Chemical	Standard	Container	Site(s)	Quantities	Notes
CL2 Gas		150 Lb Cylinders	2912 Warehime Rd	2,250 Lbs	Monday – Friday, 7:00am to 3:30 pm
Delpac 2000 (Poly Aluminum Chloride)		Bulk	3286 Beaver Street	3,300 Lbs	Conveyed into our 6000 gallon storage tank. Monday – Friday, 7:30am to 4:00pm
Soda Ash		50 Lb Bags	3286 Beaver Street	61,300 Lbs	Monday – Friday, 7:30am to 4:00pm
Zeta-lite 851 Polymer		55 Gallon Drums	3286 Beaver Street	110 Gallons	Monday – Friday, 7:30am to 4:00pm
Granular CL2 HTH 65% available chlorine	Induchlor ,NSF approved	100 Lb Drums	3286 Beaver Street	2,700 Lbs	Monday – Friday, 7:30am to 4:00pm
Water Softener Salt,	Morton Solar Salt	50 Lb Bags	3286 Beaver Street	19,600 Lbs	Monday – Friday, 7:30am to 4:00pm

**SUBMIT ORIGINAL AND FIVE DUPLICATE SETS OF BID FORMS**

**BID FORM**

**BID NO. 71-F-3-18/19**

**BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT**

TO: Mid Atlantic Purchasing Team  
C/O Carroll County Government  
Bureau of Purchasing  
225 N Center Street  
Westminster, MD 21157

FROM: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**VENDORS SHOULD SUBMIT ONE (1) ORIGINAL AND FIVE (5) COPIES OF THEIR SIGNED BID FORMS.** Pursuant to the Request for Bids, the undersigned having read all addenda, including those posted on the lead agency, Carroll County, Maryland's website, hereby submits the following Bid:

**DO NOT SUBMIT PRICING WITH YOUR SIGNED BID FORMS. PRICES WILL ONLY BE ACCEPTED IN THE SECOND PHASE DURING THE ONLINE REVERSE AUCTION BIDDING EVENT .** Prices only will be accepted from bidders whose complete and accurate response to this RFB is found acceptable during PHASE 1. Approved bidders will receive notice that they have been approved to participate in the reverse auction. Those bidders will complete a detailed reverse auction system training session with eBridge.

## A. CARROLL COUNTY, MARYLAND

Bid Item	Description	Container	Quantity	Units	Max Bid	Unit Price	Total
<b>UNIT PRICED BID ITEMS</b>							
1	Sodium Hydroxide 50% aka caustic soda	Bulk	3,499 gals	Gallon	\$ 1.9210	<u>\$ Online Only</u>	<u>\$ Online Only</u>
2	Sulfuric Acid	2600 Lb. Tote	20,800 lbs	Pound	\$ 0.2415	<u>\$ Online Only</u>	<u>\$ Online Only</u>
3	Citric Acid CMD 150	3400 Lb. Tote	7,800 lbs	Pound	\$ 0.6007	<u>\$ Online Only</u>	<u>\$ Online Only</u>
4	Sodium Hypochlorite	Bulk	14,416 gals	Gallon	\$ 0.8755	<u>\$ Online Only</u>	<u>\$ Online Only</u>
5	Kemira Pax XL - aka aluminum chloride	Bulk	2,965 gals	Gallon	\$ 2.7127	<u>\$ Online Only</u>	<u>\$ Online Only</u>
6	Poly Orthophosphate (P722)	275 Gal Tote	4 totes	Tote	\$ 1,884.17	<u>\$ Online Only</u>	<u>\$ Online Only</u>
7	Sodium Bisulfite 38-40%	Bulk	10,800 lbs	Pound	\$ 0.2282	<u>\$ Online Only</u>	<u>\$ Online Only</u>
8	Hydroflousilicic Acid 23-25%	Bulk	9,200 lbs	Pound	\$ 0.3827	<u>\$ Online Only</u>	<u>\$ Online Only</u>
9	Potassium Permangantae-Cairox	150 Kg Drum	0	Pound	\$ 2.1939	<u>\$ Online Only</u>	<u>\$ Online Only</u>
10	Zeetag Polymer 8868FS	441 Lb. Drum	0	Pound	\$ 1.5553	<u>\$ Online Only</u>	<u>\$ Online Only</u>
11	Magnafloc LT 7991 Polymer	500 Lb. Drum	0	Pound	\$ 1.3246	<u>\$ Online Only</u>	<u>\$ Online Only</u>
12	Hydrogen Peroxide 50%	50 Lb. Drum	0	Pound	\$ 0.5433	<u>\$ Online Only</u>	<u>\$ Online Only</u>
13	CL835 Polymer	450 Lb. Drum	0	Pound	\$ 2.3360	<u>\$ Online Only</u>	<u>\$ Online Only</u>
14	Delpac 2000	2200 Lb. Tote	0	Pound	\$ 0.3794	<u>\$ Online Only</u>	<u>\$ Online Only</u>
15	Delpac 2000B	Bulk	228,500	Pound	\$ 0.1620	<u>\$ Online Only</u>	<u>\$ Online Only</u>
16	Aluminum Sulfate	50 Lb. Bags	0	Bag	\$ 17.26	<u>\$ Online Only</u>	<u>\$ Online Only</u>
17	Caustic Soda - 50% solution	680 Lb. Drum	0	Pound	\$ 0.5548	<u>\$ Online Only</u>	<u>\$ Online Only</u>
18	Solar Salt	50 Lb. Bag	1,470 Bags	Bag	\$ 7.20	<u>\$ Online Only</u>	<u>\$ Online Only</u>

## B. HARFORD COUNTY, MARYLAND

Bid Item	Description	Container	Quantity	Units	Max Bid	Unit Price	Total
<b>UNIT PRICED BID ITEMS</b>							
1	Dense Soda Ash - 58% (granular)	50-Lb Bag	95	Tons	\$ 554.14	<u>\$Online Only</u>	<u>\$Online Only</u>
2	Dense Soda Ash - 58% (granular)	Tanker	1,400	Tons	\$ 361.91	<u>\$Online Only</u>	<u>\$Online Only</u>
3	Liquid Chlorine - 100%	2000-Lb Cylinder	112	Tons	\$ 432.60	<u>\$Online Only</u>	<u>\$Online Only</u>
4	HFS (22% - 24%)	Drum	18	Wet Tons	\$ 800.31	<u>\$Online Only</u>	<u>\$Online Only</u>
5	HFS (22% - 24%)	Tanker	45	Wet Tons	\$ 359.37	<u>\$Online Only</u>	<u>\$Online Only</u>
6	Liquid Sulfur Dioxide - 100%	2000-Lb Cylinder	110	Tons	\$ 886.83	<u>\$Online Only</u>	<u>\$Online Only</u>
7	Hydrated Lime	50 Lbs. Bag	4	Tons	\$ 396.55	<u>\$Online Only</u>	<u>\$Online Only</u>
8	Liquid Alum - 48.5%	Mini-Bulk	22	Wet Tons	\$ 360.50	<u>\$Online Only</u>	<u>\$Online Only</u>
9	Ferric Chloride - 33%	Tanker	1,925	Wet Tons	\$ 175.29	<u>\$Online Only</u>	<u>\$Online Only</u>
10	Caustic Soda - 25%	Bulk	250	Wet Tons	\$ 166.18	<u>\$Online Only</u>	<u>\$Online Only</u>
11	Caustic Soda - 25%	Mini-bulk	1,200	Gal	\$ 2.6368	<u>\$Online Only</u>	<u>\$Online Only</u>
12	Phosphoric Acid - 75%	Drum	33	Wet Tons	\$1,380.20	<u>\$Online Only</u>	<u>\$Online Only</u>
13	Sodium Silicofluoride	50-Lb Bag	2	Tons	\$1,301.92	<u>\$Online Only</u>	<u>\$Online Only</u>
14	Ferric Sulfate 13%	Tanker	130	Tons	\$1,367.84	<u>\$Online Only</u>	<u>\$Online Only</u>
15	Powdered Activated Carbon	50-Lb Bag	33	Tons	\$1,349.30	<u>\$Online Only</u>	<u>\$Online Only</u>
16	Potassium Permanganate	55-Lb Pail	1,000	Lbs	\$ 2.1939	<u>\$Online Only</u>	<u>\$Online Only</u>
17	Sodium Hypochlorite - 12%	Tanker	400	Wet Tons	\$ 183.34	<u>\$Online Only</u>	<u>\$Online Only</u>
18	Sodium Hypochlorite - 12%	Drum	3	Wet Tons	\$ 390.37	<u>\$Online Only</u>	<u>\$Online Only</u>
19	Sodium Hypochlorite - 12%	Mini-Bulk 400 Gal	4,400	Gal	\$ 2.73	<u>\$Online Only</u>	<u>\$Online Only</u>
20	Sodium Hypochlorite - 12%	Mini-Bulk 1000 Gal	20,000	Gal	\$ 1.31	<u>\$Online Only</u>	<u>\$Online Only</u>
21	Sodium Bisulfite	55 Gal Drum	2	Wet Tons	\$ 441.87	<u>\$Online Only</u>	<u>\$Online Only</u>

Bid Item	Description	Container	Unit	Current Methanex Index *	Vendor's Markup Cost Per Gal *	Total Cost Per Gal	X	Quantity	=	Total Bid
22	Methanol	Tanker	Gallons	\$1.30	<u>\$Online Only</u>	<u>\$Online Only</u>	X	182,500	=	<u>\$Online Only</u>
23	Methanol	Mini-Bulk	Gallons	\$1.30	<u>\$Online Only</u>	<u>\$Online Only</u>	X	9,500	=	<u>\$Online Only</u>

\*Methanex Index Price as of April 1-30, 2019 = \$1.30

**\$1.30 per Gallon + \$Markup = \$Total Cost Per Gallon**

**B. HARFORD COUNTY, MARYLAND - Continued**

Bid Item	Description	Container	Quantity	Units	Max Bid	Unit Price	Total
B	BID ITEMS THAT REQUIRE A PRIOR PREQUALIFICATION						
24	Polymer P1 – Thickener-WAS	Tanker	400	Wet Tons	\$ 154.50	<u>\$Online Only</u>	<u>\$Online Only</u>
25	Polymer P3 – Coagulant Aid	55 Lb Bags	2	Dry Tons	\$6,061.40	<u>\$Online Only</u>	<u>\$Online Only</u>
26	Polymer P4 – Filter Aid	55 Gal Drum	6	Wet Tons	\$1,545.00	<u>\$Online Only</u>	<u>\$Online Only</u>
27	Polymer P10 – Coagulant/Flocculent	55-Lb Bags	1	Tons	\$6,113.81	<u>\$Online Only</u>	<u>\$Online Only</u>

### C. CITY OF ABERDEEN, MARYLAND

Bid Item	Description	Container	Quantity	Units	Max Bid	Unit Price	Total
<b>UNIT PRICED BID ITEMS</b>							
1	Liquid Chlorine 100%	150 Lb Cylinder	4,200	Lbs	\$ 0.4532	<u>\$Online Only</u>	<u>\$Online Only</u>
2	Sodium Silica Fluoride	50 Lb Bag	2,375	Tons	\$ 1,432.11	<u>\$Online Only</u>	<u>\$Online Only</u>
3	Hydrated Lime	50 Lb Bag	47	Tons	\$ 396.55	<u>\$Online Only</u>	<u>\$Online Only</u>
4	Del Pac 2020 – Poly Aluminum Chloride	Tanker	225,000	Lbs	\$ 0.1479	<u>\$Online Only</u>	<u>\$Online Only</u>
5	DelPac 1525 – Polaluminumchloride	Tanker	530,000	Lbs	\$ 0.1445	<u>\$Online Only</u>	<u>\$Online Only</u>
6	Sodium Hydroxide 25%-Liquid Caustic Soda	Tanker	78,000	Gal	\$ 0.9867	<u>\$Online Only</u>	<u>\$Online Only</u>
7	Soda Ash Light	50 Lb Bag	27.1	Tons	\$ 611.82	<u>\$Online Only</u>	<u>\$Online Only</u>
8	Sodium Hypochlorite 15% Solution	Tanker	11,000	Gal	\$ 1.0815	<u>\$Online Only</u>	<u>\$Online Only</u>
9	Powdered Activated Carbon (PAC)	50 Lb Bag	4,000	Lbs	\$ 0.7184	<u>\$Online Only</u>	<u>\$Online Only</u>
10	Methanol Liquid 100%	Tanker	26,500	Gal	\$ 1.8180	<u>\$Online Only</u>	<u>\$Online Only</u>
11	Chlorinating Tablets 3 Inch	55 Lb Pail	0	Lbs	\$ 2.1754	<u>\$Online Only</u>	<u>\$Online Only</u>
12	Granular Chlorine HTH	100 Lb Pail	0	Lbs	\$ 2.1754	<u>\$Online Only</u>	<u>\$Online Only</u>
13	Sodium Bisulfite Tablets 3 inch	55 Lb Pail	0	Lbs	\$ 3.2744	<u>\$Online Only</u>	<u>\$Online Only</u>
14	Phosphoric Acid 35%	55 Gallon Drum	0	Gal	\$ 5.0882	<u>\$Online Only</u>	<u>\$Online Only</u>
15	AQUA MAG, Sequestering Water Distribution	627 Lb Drums	30,000	Lbs.	\$ 0.6592	<u>\$Online Only</u>	<u>\$Online Only</u>
16	POLLU-TREAT C478m Polymer Cationic	50 Lb Bag	8,000	Lbs	\$ 2.6780	<u>\$Online Only</u>	<u>\$Online Only</u>
17	POLLU-TREAT C498, Polymer Cationic	50 Lb Bag	8,000	Lbs	\$ 2.5338	<u>\$Online Only</u>	<u>\$Online Only</u>
18	POLLU-TREAT C905, Polymer Cationic	50 Lb Bag	5,000	Lbs	\$ 2.4823	<u>\$Online Only</u>	<u>\$Online Only</u>
19	POLLU-TREAT C515 Polymer cationic	55 Lb Bag	8,000	Lbs	\$ 2.3690	<u>\$Online Only</u>	<u>\$Online Only</u>
20	Liquid Fluoride	30 Gallon Drums	TBD	Gallon	\$ 4.3981	<u>\$Online Only</u>	<u>\$Online Only</u>

## D. CITY OF HAVRE DE GRACE, MARYLAND

Bid Item	Description	Container	Quantity	Units	Max Bid	Unit Price	Total
<b>UNIT PRICED BID ITEMS</b>							
1	Liquid Chlorine	150 Lb Cylinder	150	cylinders	\$ 61.80	<u>\$Online Only</u>	<u>\$Online Only</u>
2	Delpak 2020	Shipment of no less than 1000 gal, but no more than 2000 gal with at least 70% basicity	25,000	Gal	\$ 1.6700	<u>\$Online Only</u>	<u>\$Online Only</u>
3	Powdered Activated Carbon	50 Lb Bag on Pallet	120	Bags	\$ 40.31	<u>\$Online Only</u>	<u>\$Online Only</u>
4	Poly-Ortho Phosphate	Mini Bulk	1,500	Gal	\$ 5.5517	<u>\$Online Only</u>	<u>\$Online Only</u>
5	Sodium Silicofluoride (sodium Fluorosilicate)	50 Lb Bag on Pallet	120	Bags	\$ 36.98	<u>\$Online Only</u>	<u>\$Online Only</u>
6	50% Caustic	Mini Bulk Shipment of no less than 750 gal, but no more than 2000 gal.	3500	Gal	\$ 2.8737	<u>\$Online Only</u>	<u>\$Online Only</u>
7	Del Pac 1525	Bulk	30,000	Gal	\$ 1.5664	<u>\$Online Only</u>	<u>\$Online Only</u>
8	25% Caustic	Bulk	20,000	Gal	\$ 0.9744	<u>\$Online Only</u>	<u>\$Online Only</u>
9	Hypo Chlorite	Bulk	2,000	Gal	\$ 1.2360	<u>\$Online Only</u>	<u>\$Online Only</u>
10	Micro C	Bulk	2,000	Gal	\$ 1.8437	<u>\$Online Only</u>	<u>\$Online Only</u>
11	Lime	50 lb.Bags on Pallets	20	Pallet	\$ 0.8858	<u>\$Online Only</u>	<u>\$Online Only</u>

## E. HOWARD COUNTY, MARYLAND

Bid Item	Description	Container	Est. Annual Quantity	Units	Max Bid	Unit Price	Total
<b>UNIT PRICED BID ITEMS</b>							
1.	Sodium Hydroxide 25% Caustic Soda	Bulk	54,000	Gallon	\$ 2.6368	<u>\$ Online Only</u>	<u>\$ Online Only</u>
2.	LIQUID ALUM SULFATE	Bulk	121800	Dry Ton	\$ 386.71	<u>\$ Online Only</u>	<u>\$ Online Only</u>
3.	SODIUM BISULFATE	Bulk	5,000-10,000	Gallon	\$ 1.7304	<u>\$ Online Only</u>	<u>\$ Online Only</u>
4.	SODIUM HYPOCHLORITE 15%	Bulk	25,000	Gallon	\$ 1.8025	<u>\$ Online Only</u>	<u>\$ Online Only</u>
5.	METHANOL	Bulk			\$ 1.6377	<u>\$ Online Only</u>	<u>\$ Online Only</u>
6.	POLYMER	Bulk	300,000	Pound	\$ 0.0905	<u>\$ Online Only</u>	<u>\$ Online Only</u>
7.	MAGNESIUM HYDROXIDE	Bulk	3,700	Gallon	\$ 2.9973	<u>\$ Online Only</u>	<u>\$ Online Only</u>
8.	30% LIQUID MAGNESIUM CHLORIDE SOLUTION	Bulk	111,800	Gallon	\$ 1.0712	<u>\$ Online Only</u>	<u>\$ Online Only</u>
9..	Micro C2000 ® (Micro C Glycerin)	55 Gal Drum	4,400	Gallon	\$ 1.8437	<u>\$ Online Only</u>	<u>\$ Online Only</u>
10.	Soda Ash Lite 100	50 Lb. Bag	200	Bag	\$ 15.7487	<u>\$ Online Only</u>	<u>\$ Online Only</u>
11.	Hydrogen Peroxide 35%	15 Gal. Container	15	Gallon	\$ 3.0694	<u>\$ Online Only</u>	<u>\$ Online Only</u>

## F. TOWN OF MANCHESTER, MARYLAND

Bid Item	Description	Container	Est. Annual Quantity	Units	Max Bid	Unit Price	Total
<b>UNIT PRICED BID ITEMS</b>							
1.	CL2 Gas	150 Lb Cylinders	2,250 Lbs	Pound	\$ 1.6583	<u>\$ Online Only</u>	<u>\$ Online Only</u>
2.	Delpac 2000 (Poly Aluminum Chloride)	Bulk	3,300 Lbs	Pound	\$ 0.30	<u>\$ Online Only</u>	<u>\$ Online Only</u>
3.	Soda Ash	50 Lb Bags	61,300 Lbs	Pound	\$ 0.3090	<u>\$ Online Only</u>	<u>\$ Online Only</u>
4.	Zeta-lite 851 Polymer	55 Gallon Drums	110 Gallons	Pound	\$ 2.0497	<u>\$ Online Only</u>	<u>\$ Online Only</u>
5.	Granular CL2 HTH 65% available chlorine	100 Lb Drums	2,700 Lbs	Pound	\$ 2.3175	<u>\$ Online Only</u>	<u>\$ Online Only</u>
6.	Water Softener Salt,	50 Lb Bags	19,600 Lbs	Pound	\$ 0.0905	<u>\$ Online Only</u>	<u>\$ Online Only</u>

**BID SUBMITTED BY:**

\_\_\_\_\_  
**ENTITY NAME**  
(Must be entity name as registered with Maryland  
State Department of Assessments & Taxation)

\_\_\_\_\_  
**Authorized Representative/Title**  
(Signature)

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Authorized Representative/Title**  
(Print/Type)

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**E-mail Address**

\_\_\_\_\_  
**Fax Number**

\_\_\_\_\_  
**Date**

All bidders must be registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202 Registration to do interstate and foreign\* business, and/or Sec. 7-203 Qualification to do intrastate. For information on registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340. Sole Proprietors and General Partnerships may call (410) 767-4991 or you may download the SDAT forms at: [www.dat.state.md.us/sdatweb/sdatforms.html](http://www.dat.state.md.us/sdatweb/sdatforms.html) - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941.

\*"a corporation, association, or joint-stock company organized under the laws of the United States, another state of the United States, a territory, possession, or district of the United States, or a foreign country." Sec. 1-101 Annotated Code of Maryland Corporations and Associations. All bidders must be in good standing with the contract awarding agencies. Awarded vendors must meet any outstanding taxes, fees or accounts with an awarding agency.

## BID/PROPOSAL AFFIDAVIT

### A. AUTHORIZED REPRESENTATIVE

#### I HEREBY AFFIRM THAT:

I am the (title) \_\_\_\_\_ and the duly authorized representative of (name of business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

### B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder or proposer hereby certifies and agrees that the following information is correct:

In preparing its bid or proposal on this project, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier's or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid or proposal submitted by the bidder or proposer on this project, and terminate any contract awarded based on the bid or proposal. As part of its bid or proposal, the bidder or proposer herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder or proposer discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder or Proposer agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

### C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

#### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above 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 Article 27, Section 641 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):

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#### **D. AFFIRMATION REGARDING DEBARMENT**

##### **I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

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#### **E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

##### **I FURTHER AFFIRM THAT:**

(1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification):

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#### **F. AFFIRMATION REGARDING COLLUSION**

##### **I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the agents, servants and/or employees of the above business have:

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

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or proposal price of the bidder or proposer or contractor or of any competitor, or otherwise taken any action in restraint of free competition in connection with the contract for which the accompanying bid or proposal is submitted.

**G. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**H. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 *et seq.* of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

**I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

- (1) The business named above is a  
(Check one) ☐ Maryland (domestic) corporation  
☐ foreign (non-Maryland) corporation

registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:

Address:

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**J. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

**K. TROPICAL HARDWOOD AND TROPICAL HARDWOOD PRODUCTS**

Acknowledging §41-19.1 of the Harford County Code, which prohibits the County from making or renewing a contract that requires the use of the tropical hardwoods and tropical hardwood products except in cases where the Director of Procurement determines (1) that there is no acceptable non-tropical hardwood equivalent; or (2) tropical hardwood is required for restoration of a structure designated as historic under federal, state or county law, and requires that any bid or proposal that does not contain this certification be rejected,

**I FURTHER AFFIRM THAT:**

No tropical hardwoods or tropical hardwood products (Acapu, Afrormosia, Almon, Amaranth, Amazaque, Aningeria Apitong, Blasa, Banak, Bella Rosa, Bengé, Boire, Bubinga, Cativor, Chenchen, Concobolo, Cordia, Ebony, Gaboon, Iroko, Koa, Koto, Red Lauan, White Lauan, Tanguile, Limba, Louro, Africa Mahogany, American Mahogany, Makore, Movingui, African Padauk, Angola Padauk, Peroba, Purpleheart, Ramin, Rosewood, Sapele, Sonora, Teak, Tigerwood, Wenge, or Zebrawood) shall be supplied to the County or used in connection with the Contract, except as specifically approved by the Director of Procurement.

**L. ACKNOWLEDGEMENT**

**I ACKNOWLEDGE THAT** this Affidavit is furnished to the Purchasing Agent and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

Date: \_\_\_\_\_ By \_\_\_\_\_  
(Authorized Representative and Affiant)

Federal Employer Identification Number (FEIN):  
\_\_\_\_\_  
.

**ATTACH THE BELOW LABEL TO THE OUTSIDE  
OF YOUR RESPONSE ENVELOPE OR CARTON.**

Cut along the dotted line.

**Return Address:**

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**BID ENCLOSED**

**BID NO. 71-F-3-18/19**

**DUE DATE:** \_\_\_\_\_

**TO: MID ATLANTIC PURCHASING TEAM  
C/O CARROLL COUNTY, MARYLAND  
BUREAU OF PURCHASING  
225 N CENTER STREET  
WESTMINSTER, MD 21157**

Monday, April 8, 2019

Mid-Atlantic Purchasing Team (Carroll County, MD) will be conducting an Electronic Sealed Bidding Event for Bulk Chemicals for Water and Wastewater Treatment. Mid-Atlantic Purchasing Team has partnered with eBridge to host this bidding event on its Online Bidding Platform.

In accordance with the terms of the attached solicitation, bidders interested in participating in the bid shall comply with these instruction and the requirements described in the solicitation, including all mandatory submissions. The bid shall consist of two phases: (1) a complete and accurate response to the solicitation, which Mid-Atlantic Purchasing Team will utilize to determine a bidder's eligibility to participate in the online reverse auction bidding event, and (2) at a later date, price submission by eligible bidders via reverse auction and a determination of the lowest price offered by eligible bidders.

**DO NOT SUBMIT PRICING AT THIS TIME. THIS WILL BE DONE EXCLUSIVELY ONLINE ONLY BY ELIGIBLE BIDDERS.**

We request that you review the accompanying documentation for information pertaining to the specifications, the response requirements, milestones and deadlines, as well as, information on eBridge and the Electronic Bidding Process.

We thank you for your participation.

Sincerely,

Tara O'Bannon Redmon  
eBridge Business Solutions, LLC

#### CONTACT INFORMATION

If you have any questions **regarding the specifications** or the Buyer's requirements for returning your response, please contact:

Mike Myers, CPPO, CPPB  
Chief, Bureau of Purchasing  
Carroll County Government  
225 N Center Street  
Westminster, MC 21157  
[mmyers@carrollcountymd.gov](mailto:mmyers@carrollcountymd.gov)

If you have any questions **regarding the electronic bid process**, please contact:

eBridge Business Solutions, LLC  
Tara O'Bannon Redmon  
7501 New LaGrange Road, Suite 2000  
Louisville, KY 40222  
[tara.obannon@ebridgeglobal.com](mailto:tara.obannon@ebridgeglobal.com)  
(877) 245-8880

### MILESTONE DATES

Milestone Date	Milestone	What It Is and What You Need To Do
Monday, April 8, 2019	Request For Bids	<p>The Request For Bids has been issued for your review.</p> <p>Download all documents pertaining to this bid.</p>
Wednesday, April 24, 2019 by 5:00PM ET	Questions Submitted	<p>Deadline to submit questions regarding response requirements, specifications or bidding process.</p> <p>Submit any questions regarding this opportunity to: <a href="mailto:mmyers@carrollcountymd.gov">mmyers@carrollcountymd.gov</a></p>
Wednesday, May 1, 2019	Answers Posted	<p>Date you will receive an email with answers to all submitted questions.</p> <p>Review answers to determine your interest and ability to provide the product or service being requested.</p>
Wednesday, May 8, 2019 by 1:00PM ET	Prequalification Response Due	<p>Deadline to submit your response, <b><u>EXCLUDING PRICING.</u></b></p> <p>Submit all information and documentation as requested. The buyer will review and determine if you are approved to participate in the online event.</p>
Wednesday, May 15, 2019	Formal Invitation Issued	<p>Formal approval from the buyer to participate in the pricing portion of the process.</p> <p>Follow instructions given in the Formal Invitation email.</p>
Thursday-Monday, May 16-20, 2019	Training on eBridge Process	<p>Timeframe in which tutorials with eBridge will be scheduled and completed.</p> <p>Participate in a one-on-one training with an eBridge representative.</p>
Tuesday, May 21, 2019 by 2:00PM ET	Initial Bid Due	<p>Date by which all participants must place initial bid(s).</p> <p>Login to the eBridge platform and place your initial bid(s).</p>
Wednesday, May 22, 2019 at 11:00AM ET	Online Event	<p>Date and time the live online event will open.</p> <p>Login to the eBridge platform and participate in the live event.</p>

## ELECTRONIC BID EVENT SUBMISSION FORM

**Vendors approved to participate in the Online Event will be provided with a DocuSign version of this form.**

**Must be completed via DocuSign or emailed to [tara.obannon@ebridgeglobal.com](mailto:tara.obannon@ebridgeglobal.com).**

Mid-Atlantic Purchasing Team (Carroll County, MD) will accept bids for Bulk Chemicals for Water and Wastewater Treatment using an Electronic Sealed Bidding Process on Wednesday, May 22, 2019 at 11:00AM ET in accordance with the specifications and procedures available either with eBridge or Mid-Atlantic Purchasing Team (Carroll County, MD). This Electronic Sealed Bidding Event has a preliminary end date and time of Wednesday, May 22, 2019 at 11:15AM ET plus any possible extensions.

**The awarded supplier is obligated to pay a transaction fee to eBridge pursuant to the Terms & Conditions accepted upon placement of initial bid. The fee will be based on the final total purchase price assessed as two percent (2.0%) of the awarded price. The transaction fee is assessed on the final selling price.**

**AWARD OF CONTRACT: REJECTION OF BIDS** – The Buyer reserves the right to (i) reject any, any part of, or all bids or proposals to fulfill The Buyer's requirements, (ii) waive informalities and technicalities, (iii) negotiate directly with any party submitting a bid or proposal, or (iv) accept that bid or proposal which The Buyer deems to be in its best interest, whether or not it is the lowest dollar proposal. The Supplier to whom the award is made will be notified at the earliest possible date.

THIS SPECIFICATION RESPONSE IS HEREBY RESPECTFULLY SUBMITTED BY:

COMPANY NAME	DATE		
CONTACT PERSON	TITLE		
PHONE NUMBER	FAX		
BILLING ADDRESS	CITY	ST	ZIP
EMAIL ADDRESS	SIGNATURE <i><u>(Electronic signatures are NOT acceptable.)</u></i>		

# **IMPORTANT**

**The following document is included for your review and examination.**

**Electronic acceptance prior to placing your bid will be required.**

## **EBRIDGE BUSINESS SOLUTIONS, LLC SUPPLIER TERMS AND CONDITIONS**

READ THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE SELECTING "ACCEPT. BY SELECTING THE "ACCEPT" BUTTON, YOU WILL BE PERMITTED TO UTILIZE THE EBRIDGE BUSINESS SOLUTIONS, LLC ("EBRIDGE") INTERNET-BASED STRATEGIC SOURCING SOLUTION ("THE SOLUTION") FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ONLINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT.

EBRIDGE BUSINESS SOLUTIONS, LLC ("eBridge") does not verify or validate any information provided or representations made by users of the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge eBridge, its employees, agents, officers and members make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from eBridge.

You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and eBridge is in no way a party to or responsible for the performance of such agreement. Therefore:

1) EBRIDGE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EBRIDGE FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY SELECTING THE "ACCEPT" BUTTON BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

- 1. Utilization.** You are granted a one-time, non-transferable, non-exclusive right to access the Solution through eBridge's website through the use of a password(s) and/or access code(s). Any subsequent rights to access the Solution will require you to accept a new Agreement eBridge reserves the right to terminate your access to the Solution or any or all of its services at any time, if eBridge shall determine, in its sole discretion, you have violated any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination eBridge will notify you immediately.
- 2. Responsibilities of the Parties.** Subject to the terms and conditions of this Agreement, eBridge will make available to you electronic access and use of the Solution, for you to participate in a one-time, online bidding event. eBridge will also provide such other assistance in the way of customer support and service as set forth in this Agreement. It is solely your responsibility when using the Solution to comply with all applicable local, state and

federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. eBridge shall have no responsibility for ensuring sales of goods or services using this system will comply with such laws, ordinances, regulations, or policies. You, the supplier, in using the Solution, have the responsibility for the bid including, but not limited to, the following:

- Accepting the terms of use contained in the bid documents in advance
- Preparing and assuring the completeness of any bids, quotes, or proposals
- Submitting any bids, quotes or proposals electronically within established deadlines
- Maintaining with the buyer, the security and integrity of the sealed or open bid procurement process
- Participating in any pre-bid conference(s) and tutorial(s) for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of buyer contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

You also acknowledge that eBridge's role for procurement activities will include the following:

- Clarifying buyer needs and specifications to the supplier
- Assisting in the completion of comprehensive bid documents
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any pre-bid conference(s)
- Hosting the auction event and providing support during the event
- Publishing appropriate results to the users as well as obtaining feedback from participants

- 3. Conduit Services Only.** The Solution provides an Internet conduit through which you may communicate the availability of your goods and services to potential buyers, potential buyers may communicate their procurement needs to you and you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of this Agreement. eBridge makes no representation or warranty of any kind concerning the reputation, reliability or any other matter concerning participating buyers. You must conduct your own inquiries concerning the qualifications and reputation of buyers, and must look only to the buyers with whom you choose to transact business for performance of any agreements with them.
- 4. Buyer Representations and Warranties.** eBridge does not verify or validate the information provided by or any representations or warranties made by buyers on the Solution, and makes no representation or warranty of any kind to you concerning any buyer using the Solution. You shall look solely to the buyer with respect to any buyer-related information or representations and warranties and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from any buyer-related information or representations and warranties.
- 5. Coded Access.** The Solution is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. If you allow either your access code or password to fall into the hands of an unauthorized person, eBridge has no way of detecting unauthorized use of such codes or passwords and is not responsible for such unauthorized use of the Solution. **YOU MUST SAFEGUARD THE PASSWORDS AND ACCESS CODES.** Unauthorized users of the Solution may be subject to both civil and criminal prosecution under state and federal law.
- 6. Availability and Operation of the Solution.** While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and neither you nor your business or agency will have any claim against eBridge as a result of any non-availability of the Solution at a particular time(s) or any failure of the Solution to operate as intended.
- 7. Sole Remedy.** If you are dissatisfied with the functionality of the Solution or the services eBridge provides, your sole remedy is to cease using the Solution and/or services. **YOU AGREE YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST eBridge RELATED TO YOUR USE OF THE SOLUTION.** Without limitation of the foregoing, you waive any right you may have to claim or recover any special, incidental,

exemplary, punitive, consequential or other damages (including but not limited to lost profits and business interruption).

8. **Virus.** eBridge shall not be liable for any harm that may be caused by the inadvertent transmission of any computer virus, worm, time bomb, logic bomb, or such other computer program transmitted through the Solution.
9. **Information You Provide.** You agree and warrant that any information you provide about yourself or your organization or your agents when registering to use the Solution or subsequent to registration, is accurate, current and complete and you will maintain and update that information to ensure that it remains true, accurate and complete. If eBridge suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your agency or business will indemnify eBridge against such claim or liability including costs and attorney fees incurred in defending against it.
10. **Security.** eBridge uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents are responsible for managing your internal security by safeguarding password(s) and establishing your own internal security procedures, as you would for paper-based procurements, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you shall immediately report the same to eBridge and a new password will be assigned for your use. However, perfect security does not exist on the Internet, and eBridge does not and cannot guarantee that information will remain secure.
11. **Fees.** The design, maintenance and operation of the Solution require substantial costs and investment incurred by eBridge. Thus, a transaction fee based on the total final purchase price stated upon award will be charged to the awarded supplier. Said fee will be assessed to the awarded supplier at the rate stated in the Electronic Bid Event Submission Form. All fees are to be paid to eBridge by the awarded supplier in the following manner:
  - **Definitive Bids:** Payment is made once delivery is made to the buyer and awarded supplier is paid by the buyer
  - **Construction and Public Works Bids:** Payment is to be made in full to eBridge upon supplier's receipt of initial progress, first percentage completion or mobilization payment
  - **IDIQ (indefinite dates, indefinite quantity) Bids:** Payment will be made on monthly transactions based upon actual purchases made during the month. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures

Suppliers will ensure this transaction fee is included in every bid they submit before or during an auction. You further acknowledge any payment made by a buyer with respect to a sale in which you were the winning bidder, whether or not such payment is made directly to you or a third party, will cause you to be immediately liable to eBridge for the transaction fee. Because these fees are expected to be INCLUDED in your pricing, they shall not be delineated in your invoicing to the buyer.

**When any government agency or other entity purchases bulk chemicals for water and wastewater treatment from the resultant Contractor(s) based upon the results of the reverse auction from this RFB, Contractor(s) is obligated to pay the two percent (2.0%) fee to eBridge and report monthly usage to eBridge for each chemical purchase. This is regardless of whether the government agency or other entity that buys bulk chemicals for water and wastewater treatment is one of the initial participating jurisdictions and regardless of whether such agency or entity appears on the Mid-Atlantic Purchasing Team Rider Clause.**

Any and all subsequent or additional orders, including but not limited to, any additional jurisdictions/entities that ride/bridge or buy from the contract and/or pricing that result from this specific electronic bid for bulk chemicals for water and wastewater treatment is subject to these terms and conditions in their entirety.

Any and all subsequent orders resulting from this specific electronic bid for like equipment, services or materials are subject to these terms and conditions.

12. **Disclosures.** You acknowledge by using the Solution, you agree to provide to eBridge accurate and complete information regarding: (a) any agreement entered into by you with a participating buyer through any online bidding

event conducted through the Solution, (b) the final price agreed upon between you and the participating buyer with respect to any product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through any online bidding event conducted on the Solution or through the Solution. You are to provide this information to eBridge immediately upon becoming aware of such information. eBridge relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.

- 13. Privacy Policy.** eBridge shall have the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. eBridge reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in eBridge's sole discretion, are unacceptable or in violation of this Agreement.

The information eBridge receives is determined by your activities when using the Solution. If you use the Solution to read or download information, eBridge collects and stores the following information about you: the name of the domain and host through which you access the Internet and the date and time you access the Solution. eBridge uses this information to measure the number of visitors to different sections of the Solution, so that eBridge can make the Solution more useful to visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, agency or company name, mailing address, email address and telephone).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. eBridge shall not be responsible for any loss or damage of any kind, nature or amount incurred as a result of any such disclosure to another user through the Solution. You may choose to send personally-identifying information to other websites you have linked to through the Solution. eBridge does not control the collection or use of this information, and makes no representations or warranties about the privacy or other policies of any other websites.

- 14. Reselling or Transfer.** You agree not to sell, transfer, or assign your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other agency or unauthorized person. If the Solution is used by another person using your access code or password, you will be responsible for and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from the use of your access code or password.
- 15. Access to Internet.** You agree that in order to use the Solution you must: (a) provide and pay for your own access to the Internet, and (b) provide and pay for all equipment necessary for you to make the connection to the Internet.
- 16. Interference with Others.** You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.
- 17. Links to Other Websites.** The Solution may link you to other sites on the Internet. These links are provided for your convenience but the websites to which the links connect are not under eBridge's supervision or control. You acknowledge and agree that the linking of the Solution to other websites does not constitute any endorsement of such websites by eBridge, and eBridge shall not be responsible for the legality, accuracy or any other aspect of the operation or content of any websites to which links are provided.
- 18. Copyright - How You May Use the Content of the Solution.** The content of the Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies of the Content must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. The Content may not be republished or reprinted in whole or in part. Except as authorized in this paragraph, you are not granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by eBridge and/or any third party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of

eBridge, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of transactions using the Solution.

- 19. Framed Links.** You may not create framed links to the Solution without the prior written consent of eBridge.
- 20. Modification.** eBridge, in its sole discretion, has the right to modify this Agreement at any time. However, any such modification shall not affect the terms of any online bidding events already completed or in process. Any modification is effective upon either posting notice of such modification on eBridge's website or upon notice by mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.
- 21. Non-Circumvention.** You agree you will not, directly or indirectly, take any action which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once you electronically viewed or received a specific request for quotations from a buyer, you will not, directly or indirectly, enter into any agreement related to your quotations for this specific event with such buyer outside the Solution to include paper bids or verbal negotiation which would result in your failure to pay to eBridge the fee(s) set out in Section 11 hereof. You agree to maintain confidentiality between the buyer, you, your representatives, your company and its agents and suppliers and eBridge regarding the submission of quotations and subsequent pricing before and during the auction event.
- 22. Governing Law.** This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Buyer resides, without regard to or application of its conflict of laws principles.
- 23. Partial Enforceability.** If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.
- 24. Entire Agreement.** This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.
- 25. No Consequential Damages.** Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.
- 26. Headings.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.