



# Invitation to Bid # A-01-18

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## Miscellaneous Chemicals

**Bid Posted: 08/09/2017**

**Pre-Bid Meeting: 08/18/2017 @ 10:00 a.m.**  
Government Office Bldg.  
125 N. Division St., Room 306  
Salisbury, MD 21801

**Last Day for Questions: 08/28/2017 @ 12:00 p.m.**

**Bid Opening: 09/11/2017 @ 2:30 p.m.**  
Government Office Bldg.  
125 N. Division St., Room 104  
Salisbury, MD 21801

Department of Procurement  
125 N. Division St., Room 104 Salisbury, MD 21801  
PH: 410-548-3190 FX: 410-548-3192  
Salisbury, MD 21801

## **ADVERTISEMENT**

CITY OF SALISBURY

A-01-18

Miscellaneous Chemicals

The City of Salisbury is interested in receiving bids for furnishing and site delivery for twelve (12) months of Chlorine, Sulfur Dioxide, Sodium Hydroxide, Hydrofluorosilicic Acid, Zinc Pyrophosphate, Caustic Potash, Sodium Hypochlorite, Drinking Water Grade Lime, Calcium Oxide (quick lime) , Glycerin based Carbon source and Ferric Chloride Solution 38%-42%. All material will be delivered F.O.B. to sites specified in the bid documents and quoted prices should reflect delivery.

Bid documents may be obtained from the Department of Procurement, Government Office Building, 125 N. Division Street, Room 104, Salisbury, Maryland 21801, phone number 410-548-3190 during normal business hours, or via the City's web site, [www.ci.salisbury.md](http://www.ci.salisbury.md) ; Information Center ; BIDS & RFPs. Contractors are responsible for checking this website for addenda prior to submitting their bids. The City of Salisbury is not responsible for the content of any bid package received through any third party bid service. It is the sole responsibility of the Contractor to ensure the completeness and accuracy of the documents received.

A pre-bid meeting will be held in Room 306 of the Government Office Building, address above, on Friday, August 18, 2017 at 10:00 A.M., local time. This meeting is not mandatory; however, all interested parties are encouraged to attend.

Questions are due no later than Monday, August 28, 2017 at 12:00 P.M., no further questions will be accepted after this date. All questions will be written and can be faxed, mailed, hand delivered, or emailed to Michael Lowe, Senior Buyer – Department of Procurement, 125 N. Division Street, Room 104, Salisbury, MD 21801, by fax at 410-548-3192, or via email at [mlowe@salisbury.md](mailto:mlowe@salisbury.md).

Sealed Bids are due in the Office of the Director of Procurement, address above, on Monday, September 11, 2017, 2:30 P.M., local time, at which time and place they will be publicly opened and read aloud. No late proposals will be accepted, but will be returned unopened.

Jennifer L. Miller, CPPB  
Director of Procurement  
City of Salisbury, Maryland

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## SECTION I: INTRODUCTION

### 1. FILLING OUT BID FORMS

- A. Use only forms supplied by the City of Salisbury (“City”).
- B. Make an original and one copy for submission. Each copy of the Bid Document will be bound in a single volume. All documents submitted with the Bid Document will be bound in that single volume.
- C. All blanks on the Bid Document form will be filled in by typewriter or manually in ink.
- D. Where so indicated by the makeup of the Bid Document, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
- E. Any interlineations, alteration, or erasure MUST be initialed by the signer of the Bid Document.
- F. Each copy of the Bid Document will be signed by the person or persons legally authorized to bind the Contractor to a contract, using the legal name of the signer. A Bid Document submitted by a third party for the Contractor will have a current Power of Attorney attached, certifying the third party’s authority to bind the Contractor.
- G. Contractor will supply all information and submittals required by the Bid Documents to constitute a responsive and responsible Bid Document.
- H. Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Contractor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the City.

### 2. QUESTIONS

- A. Questions regarding the Bid documents or procedures should be referred to Michael Lowe, Senior Buyer – Department of Procurement, 125 N. Division Street, Room 104, Salisbury, Maryland 21801 during normal business hours, or by fax at 410-548-3192, or via email at [mlowe@salisbury.md](mailto:mlowe@salisbury.md).
- B. Copies of the Bid Documents are available in the Department of Procurement office, 125 North Division Street, Room 104, Salisbury, Maryland 21801 or by calling (410) 548-3190 during normal business hours, or via our web site, [www.salisbury.md](http://www.salisbury.md); Information Center; BIDS & RFPs.

### 3. SUBMISSION OF BIDS

- A. All copies of Bid Documents, the Bid Security, if any, and any other document required to be submitted will be enclosed in a sealed envelope. The envelope will be addressed to the Director of Procurement and will be identified with the project name and the Contractor’s name and address. If the Bid Document is sent by mail the sealed envelope will be enclosed in a separate mailing envelope with the notation “SEALED BID ENCLOSED” on the face thereof.
- B. Bid Documents will be deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement or Invitation to Bid, or any extension made by

Addendum. Bid Documents received after the time and date for receipt will be returned unopened.

C. Contractor will assume full responsibility for taking whatever measures necessary to ensure that the Bid Documents reach the Office of the Director of Procurement prior to the local time and date specified for receipt of Bid Documents. The City will NOT BE RESPONSIBLE for any bid delayed in the postal or other delivery service nor any late, amended, or request for withdrawal of Bid Documents, received after the Bid Document date.

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

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

G. All Bid Documents will be valid for a minimum of **ninety (90)** days from the date of opening.

#### 4. OPENING OF BIDS

A. Bid Documents received on time will be opened publicly and read aloud.

B. The Contract will be awarded or all Bid Documents will be rejected within **ninety (90)** days from the date of the Bid Document opening.

#### 5. ACCEPTANCE OR REJECTION OF BIDS

A. Unless otherwise specified, the Contract will be awarded to the lowest most RESPONSIBLE and RESPONSIVE Contractor complying with the provisions of the Bid Documents, provided the price is reasonable and does not exceed the funds available, and is in the best interest of the City. The City reserves the right to reject any Bid Document from any Contractor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Contractor who, investigation shows, is not in a position to perform the Contract; or a Bid Document from any person, firm, or corporation which is in arrears or in default to the City for any debt or contract.

B. In determining a Contractor's RESPONSIBILITY, the City may consider the following qualifications, in addition to price:

1. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities;
2. Character, integrity, reputation, experience, and efficiency;
3. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability;
4. Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Contractor's employment practices;
5. Evidence of adequate insurance to comply with Contract terms and conditions;
6. Statement of current work load and capacity;
7. Explanation of methods to be used in fulfilling the Contract;

8. The Contractor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to perform the Services; such evidence to be supplied within a specified time and to the satisfaction of the City.
- C. In determining a Contractor's RESPONSIVENESS, the City will consider whether the Bid Documents conform in all material respects to the City's Bid Document's requirements. The City reserves the right to waive any irregularities that may be in its best interest to do so.
- D. The City will have the right to reject any and all Bid Documents, where applicable, to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid Security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the City. Irrespective of any of the foregoing, the City will have the right to award the Contract in its own best interests.
- E. City personal property taxes must be on a current basis. If any such taxes are delinquent, they must be paid before Contract award. Failure to pay will result in the Contract award to another Contractor.
6. AUDIT
- A. Successful Contractor agrees to retain all books, records, and other documents relative to the awarded Contract for five (5) years after final payment, or until audited. The City, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.
7. ASSIGNMENT
- A. Successful Contractor will not assign, transfer or subject the Contract, or its rights, title interests or obligations therein without City's prior written approval.
- B. Violation of the terms of this paragraph will constitute a breach of Contract. All rights, title, interest and obligations of the Successful Contractor will thereupon cease and terminate.
8. CONTRACT AWARD
- A. A written award in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Contractor fails or refuses to sign and deliver the Contract and the required surety bonds and insurance documentation, the City will retain, as partial damages for such failure or refusal, the Bid Security of such defaulting Contractor. The Contract will be executed and signed by the successful Contractor within fifteen (15) working days of receipt of the Contract.
- B. Bids and contracts issued by the City will bind Contractors to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all Federal, State, and Municipal laws, rules, regulations, and limitations.
9. WORK NOT INCLUDED IN CONTRACT
- A. If a price is requested in the Bid Documents for furnishing of a crew, tools, equipment, materials, rental, etc., to perform related Work not included in the Bid Documents, these items will be for contingency purposes only. Bids for this Work in no way guarantees

Contractor award of any related Work not included in, and outside the scope of, the Contract. The City reserves the right to contract with any Contractor for non-inclusive work.

#### 10. MODIFICATION OR WITHDRAWAL OF BID

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

#### 11. DEFAULT

A. The Contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon non-performance, violation of Contract Terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. An award may then be made to the next low Contractor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Contractor (or its surety) will be liable to the City for cost to the City in excess of the defaulted Contract price.

#### 12. COLLUSION/FINANCIAL BENEFIT

A. The Contractor certifies that its Bid Document is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

B. Upon signing the Bid Document, Contractor certifies that no member of the governing body of the City, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the City, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor or Council has received or has been promised, directly or indirectly, any financial benefit, related to this Contract.

#### 13. MATERIAL QUALIFICATIONS

A. A sample of material to be supplied under this Contract may be requested by the City to be provided prior to the Contract award. All materials will be new, standard production, unless otherwise approved by the City.

#### 14. UNBALANCED & CONDITIONAL BIDS

##### A. UNBALANCED BIDS –

1. “Unbalanced bid” is a Bid Document which includes a number of items or alternates to be added or deleted, on which a Contractor quotes higher prices on items expected to be ordered in higher quantities than those used for Bid Document evaluation, and/or low prices on items the Contractor believes will be ordered in smaller quantities.
2. “Mathematically unbalanced bid” is a Bid Document in which each item does not carry its share or proportion of the cost of work plus profit, or one in which there are nominal prices for some work and higher prices for other work.
3. Contractors are cautioned not to unbalance their bids. The City reserves the right to reject any Bid Document that is decisively unbalanced.



B. CONDITIONAL BIDS –

1. When a Contractor unilaterally imposes a condition that the bid is an “all or none” offer, i.e., that any acceptance of the Bid Document must include all items offered. Such a condition affords the Contractor an inequitable advantage and contradicts the City’s right to accept any item or group of items in the Bid Document.
2. When a Bid Document is conditioned upon receiving the award of both the contract in question and another contract, such tying together of Bid Documents provides an undue competitive advantage and will not be accepted.

15. SUB-CONTRACTORS

- A. The Contractor may be required to submit a list of sub-contractors proposed to be used in accomplishing the Work. Use of sub-contractors may be subject to approval by the City. However, at least 50% of the Work must be done by the Contractor.

16. TAX EXEMPTION

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

17. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

- A. All Contractors are subject to and must comply with the provisions of the City’s EEO policy and applicable State and Federal anti-discrimination laws. The City encourages equal employment opportunity to businesses owned and controlled by minorities and women.
- B. The successful Contractor will not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Contractor further agrees that this non-discriminatory agreement will be incorporated by the Contractor in all contracts entered into with suppliers of commodities and services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this Contract.

18. INDEMNITY

- A. The awarded Contractor agrees to indemnify, defend, and hold harmless the City and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney’s fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor’s operations under this Contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either party.
- B. Contractor further agrees to furnish adequate protection against damages to all Work and to repair damages of any kind, to the building or equipment, due to Contractor’s own Work or to the Work of other Contractors for which the awarded Contractor is responsible.

## 19. CONTRACTOR STATUS

A. The Contractor will be responsible to the City for acts and omissions of their employees, subcontractors, their agents and employees, and other persons performing portions of the Work for this Contract or other arrangement with the Contractor. It is understood that the relationship of Contractor to the City will be that of an "independent contractor". Nothing contained herein or inferable will be deemed or construed to (1) make the Contractor the agent, servant, or employee of the City, or (2) create any partnership, joint venture, or other association between the City and the Contractor.

## 20. APPLICABLE LAWS

A. Contractor will observe and comply with all applicable Federal, State, and local laws and regulations in the performance of the Work. This Contract will be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder will be determined in accordance with such laws.

## 21. APPROVED SUBSTITUTE

- A. Approved substitute pertains to material and/or equipment which must meet the quality and the design requirements as specified. Any mention of product names or Contractors in the specifications is for the purpose of establishing a standard of quality and/or design and is not intended to limit competition.
- B. When an item is identified in the Bid Documents by a manufacturer's name or catalog number, it is understood that the Contractor proposes to furnish the material and/or equipment so identified and as specified by the City UNLESS the Contractor specifically proposes an alternate.
- C. In bidding on a proposed alternate, the Contractor will clearly state in writing on the Bid Document exactly what is proposed to be furnished, and forward with the bid a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references and any other information necessary for a complete evaluation of the proposed alternate by the City.
- D. Contractor will include a statement setting forth any changes in other materials, equipment, or other Work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the Contractor.
- E. The City's decision to approve or disapprove a proposed alternate will be final and will be made in the City's best judgment and interests.
- F. Bid Document submittals will conform to these requirements for bid ALTERNATES and, where applicable, will include, but not necessarily be limited to, the following information:
1. Exceptions to these specifications along with justification for each exception;
  2. Manufacturer and manufacturer's type designation;
  3. Manufacturer's catalog data confirming conformance to specified requirements;
  4. Overall dimensional data including drawings, sketches, and photographs;
  5. Performance data developed for the specific application;
  6. Parts list noting materials of construction;
  7. Complete list of locations where the manufacturer has supplied this equipment.
    - a. The list will include the name and address of the respective owner, date of

installation, and contact person and telephone number of the person who has knowledge of the equipment performance.

## 22. FORCE ACCOUNT WORK

A. When the Contractor will perform extra Work for which there is no quantity and price included in the Contract, as a result of changes, alterations, deductions, and/or additions to the Contract, such work will be done in accordance with the specifications and only by an authorized written Change Order by the City. The extra work will be paid for on Force Account basis. All work done on a Force Account basis will be paid for in the following manner:

1. Application of unit prices stated in the Contract or subsequently agreed upon;
2. Lump-sum price agreed to by both the City and the Contractor;
3. When there are no applicable unit prices in the Contract, and when the City and the Contractor cannot reach an agreement, the City will require the Contractor to do such work on a Force Account basis to be compensated in conformance with the following:
  - a. Labor. For all labor and for foreman in direct charge of the specific project, the City and Contractor will agree on the labor rates before any Force Account work is begun. The number of laborers and foreman employed in the Work will be subject to regulation by the City's Engineer; and will be agreed on in advance of the Work. The Contractor will receive as shown on its weekly payroll the basic hourly wage, overtime, and fringe benefits paid in case to the employee for each and every hour that said labor and foremen are actually engaged in such Work, to which cost will be added an amount equal to fifteen percent (15%) of the sum thereof. The Contractor's superintendent's or office personnel's time will not be allowed. To substantiate labor cost for the Force Account, the Contractor will be required to submit copies of certified payrolls showing name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman.
  - b. Materials. For materials accepted by the City's Engineer and used, the Contractor will receive the actual cost of such materials delivered for the Work, including transportation charges paid by the Contractor (exclusive of machinery rentals as hereinafter set forth), to which the cost of fifteen percent (15%) may be added. To substantiate materials and transportation costs, original receipted invoices will be submitted. If, however, the materials used in the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the original invoices, the statements will contain or be accompanied by an affidavit from the Contractor which will certify that such materials were taken from the Contractor's stock, that the quantity claimed was actually used and that the price and transportation of the material as claimed represent actual costs. The City reserves the right to furnish such materials as it deems appropriate, and the Contractor will have no claim for any costs, overhead, or profit on such materials.
  - c. Materials and Supplies not incorporated in the Work. For materials and supplies expended in the performance of the Work (excluding those required for rented equipment), and approved by the City's Engineer and/or Director of Procurement, the Contractor will receive the actual cost of such materials and supplies used. The

Contractor will receive a reasonable allowance for materials used but not expended in the performance of the Work. These costs will be substantiated as defined in (Equipment Section) below.

d. Equipment. For any machinery or special equipment, other than small tools, including fuel and lubricants, plus transportation costs, the use of which has been authorized by the City's Engineer, the Contractor will receive rental rates as agreed to in writing before the Work is begun, for the actual time that such equipment is in operation on the Work, to which the sum of fifteen percent (15%) may be added. In addition to the above, the actual transportation costs for one move in and one move out may be allowed. When the City is obligated to pay for idle equipment, the allowance will be seventy-five percent (75%) of the agreed upon equipment rental rate. To compute hourly rates, use eight hours a day, forty hours per week and one-hundred and seventy-six hours per month. For the purpose of definition, equipment with a new cost of one thousand dollars (\$1,000) or less will be considered small tools. No overhead and profit will be allowed on such equipment. For all equipment utilized on Force Account Work, the hourly rate for each piece of equipment and attachments will be paid at the Rental Rate Blue Book for Construction Equipment monthly rate for the make and model. The Contractor will furnish to the City's Engineer serial numbers and year of manufacture for all pieces of equipment used on Force Account Work. Rental rates will be given without operator labor costs which will be paid under Labor (as noted above).

e. Rental Equipment. In cases where a piece of equipment to be used is rented or leased by the Contractor from a third party exclusively for Force Account Work, the actual invoiced amount will be paid when such rates are reasonably in line with established rental rates for the equipment in question and approved by the City's Engineer.

f. Moving Equipment. When it is necessary to obtain equipment from sources beyond the project limits, exclusively for Force Account Work, the cost of transferring the equipment to the site of the Work and return will be allowed as an additional expense. Where the move requires the use of a hauling unit, the move-in allowance will be limited to the rental rate, as computed in subparagraph (Rental Equipment) above, for the hauling unit plus operator's wages. In the event that the equipment is transferred under its own power, the moving allowance will be limited to one half the hourly rental rate, as computed in subparagraph (Rental Equipment) above, plus operator's wages. In the event that the move-out is to a different location, payment will in no instance exceed the amount of the move-in. Move-in allowance will not be made for equipment brought to the project for Force Account Work which is subsequently retained in the project and utilized for Contract items or related Work.

g. Standby Time. Standby rates will apply, with the City Engineer's approval, when a piece of equipment is required to remain on the project on standby status. Standby rates will be 50 percent (50%) of the normal base rates without the operating expenses. Standby rates will not exceed 8 hours per day and will not be allowed for Saturday, Sunday, holidays, days the City may be closed due to weather or other Acts of God, i.e. Force Majeure. When a unit works for a portion of a day

and is on standby for a portion, the total time allowed will not exceed 8 hours for that day. Equipment that is required to be on the project to transport personnel or materials will be paid the rental rate for that portion of the day being utilized with the remainder being standby. No compensation will be allowed for equipment that is inoperable due to breakdown.

h. Subcontracting. For extra Work performed by subcontractors the Contractor will receive the rate billed to him by the subcontractor for each and every hour that said subcontractor is actually engaged in such Work to which an amount equal to five percent (5%) of the sum, or five hundred dollars (\$500), whichever sum is higher. To substantiate labor cost for the Force Account, the Contractor will be required to submit copies of certified payrolls showing name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. No other overhead and profit may be taken by the Contractor for additional subcontractor Work.

i. Compensation. The compensation as herein provided will be received by the Contractor as payment in full for extra Work done on a "Force Account basis". At the end of each day, the Contractor's representative and the City's Engineer will prepare a Force Account daily record, signed by both parties, which daily report will be the true record of the Force Account Work done.

j. Partial Payment. Upon completion of the Work the Contractor may request partial payment for Force Account Work prior to submitting final documentation. Partial payment will be limited to 50% of the estimated amount for the Work accomplished until all documentation has been received and approved.

k. Miscellaneous. No additional allowance will be made for the General Superintendence of the project and related transportation, the use of small tools, or other costs for which no specific allowance is herein provided.

l. For extra Work, as defined in this section, the Contractor will be reimbursed for its expenditures for Workmen's Compensation Insurance, Public Liability Insurance, Social Security taxes and Unemployment Compensation covering the workers actually engaged upon such extra Work. No percentage will be added to such payments, but the Contractor will receive only the actual amount of money expended for such expenditures. Such payments will be based on the prevailing standard insurance rates supported by receipted vouchers from the insurance Contractors and upon the actual amount of taxes paid for Social Security and Unemployment Compensation as evidenced by proper documents furnished by the Contractor.

m. If change involves merely a credit, the Contract price will be reduced by the amount it would have cost the Contractor if the omitted item or Work had not been eliminated, including overhead and profit; however, the Contractor and the subcontractor will be allowed to retain a sum not in excess of three percent (3%) for handling. If the deletion affects the allocated project construction workdays, the City may initiate a proportionate reduction.

n. If a change involves an extra credit and a credit, both sums will be shown and the two sums balanced to determine the adjusted total cost or credit.

o. NO allowance to the Contractor will be made or allowed for loss of anticipated profits on account of any changes in the Work.

## 23. SUSPENSION OR TERMINATION FOR CONVENIENCE

A. The Director of Procurement, unilaterally, will have the right, at any time by written notice, for its convenience, to suspend, delay or interrupt the work for such time as may be determined by the City to be necessary or desirable up to ninety (90) days, unless a longer time is agreed upon in writing by both parties; and thereafter, to require resumption of the whole or any part of the work without invalidating the provisions of this contract.

B. The Director of Procurement, unilaterally, will have the right, at any time by written notice, for his/her convenience, to terminate the work in whole or in part.

C. Any notice issued pursuant to Sections 23.A and/or 23.B above will state the extent and effective date of such notice, and except as otherwise directed, the Contractor will stop work on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the work not terminated. The Contractor, within thirty (30) days of the Notice of Termination, will submit a final invoice reflecting services actually furnished pursuant to this Agreement to the satisfaction of the City and for which no previous invoice was submitted to the City.

D. In the event of a termination, pursuant to Section 23.B above, the City will pay the Contractor's expenses verified by final invoice as set forth in this section for the following:

1. Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such work.
2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit.

E. The Contractor will not be paid on account of loss of anticipated profits or revenues or for work not completed prior to the date of termination of the Contract.

No adjustment will be made under this section for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for excluded under any provision of this Contract.

## 24. ADDENDUM

A. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract Drawings, the Specifications, or the Terms, Conditions, or other portions of the Bid Documents. All modifications and every request for any interpretation must be addressed to the Director of Procurement, City of Salisbury, 125 N. Division Street, Room 104, Salisbury, Maryland 21801, and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the Bid Document opening.

B. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Division to all holders of Bid Documents in the form of written addenda.

Contractors are cautioned that any oral statements made by any City employee that materially change any portion of the Bid Documents will not be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.

C. All addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of Bid Documents, and will become part of the Bid Document and will be acknowledged in the Bid Document. Failure of any Contractor to receive any such addenda will not relieve said Contractor from any obligation under its Bid Document as submitted.

D. Contractors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the City intends to issue an amendment reflecting an oral statement made by any employee, contact Jennifer Miller, Director of Procurement, at 410-548-3190, during normal business hours.

E. The Director of Procurement reserves the right to postpone the Bid Document opening for any major changes occurring in the 5-day interim which would otherwise necessitate an addendum.

#### 25. DEBARMENT

A. By submitting this bid/proposal, the bidder/proposer warrants and certifies that he is eligible to submit a bid/proposal because he is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

#### 26. BID SECURITY

A. Not Applicable

#### 27. PERFORMANCE BOND and PAYMENT BOND

A. Not Applicable

#### 28. PROPRIETARY INFORMATION OR TRADE SECRETS

A. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The City reserves the right to ask for additional clarification prior to establishing protection.

#### 29. INSURANCE REQUIREMENTS

A. Unless otherwise required by Special Conditions for this agreement the Contractor will be required to purchase and maintain during the life of the Agreement the following types and amounts of insurance (at minimum).

1. Commercial General Liability: \$1,000,000 (One million dollars)-per occurrence \$3,000,000 (Three million dollars) aggregate for bodily injury and property damage.
2. Commercial Automobile: \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage. Include hired, non-ownership coverage and owned vehicle coverage if company owns a vehicle.

3. As mandated by the Code of the State of Maryland and Employer's Liability the Contractor will be required to provide Worker's Compensation insurance.

4. The Contractor will provide the City with certificates of insurance evidencing the coverage's required above. Such certificates will provide that the City be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Contractor must provide certificates of insurance before commencing Work in conjunction with this Agreement.

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

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

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

**END OF SECTION**



## SECTION II: SPECIAL CONDITIONS

**NOTE: THESE SPECIAL CONDITIONS SUPERSEDE ALL OTHER SPECIFICATIONS IN CASE OF CONFLICT**

1. SPECIFIC POLLUTANT LIMITATIONS

Except for Zinc Polyphosphate and Ferric Chloride, the following substances are not permitted in concentrations above those listed:

| <u>Substances</u>              | <u>Max. Allowable Concentration (ppb)</u> |
|--------------------------------|---|
| Arsenic                        | 1   |
| Cadmium                        | 5   |
| Chromium                       | 10  |
| Copper                         | 100                                       |
| Cyanides or Cyanogen Compounds | 20  |
| Lead                           | 2   |
| Mercury or Mercury compounds   | 1   |
| Nickel                         | 398                                       |
| Zinc                           | 261                                       |
| Phosphorus                     | 500                                       |

2. CHEMICAL DELIVERIES

A. The successful bidder must be able to provide delivery within 48 hours of notification.

B. All deliveries shall be scheduled in advance so trained City personnel can be present to accept and monitor the delivery process of chemicals furnished under this contract. All deliveries will be made between the hours of 8:00 A.M. and 2:00 P.M., Monday through Friday, prevailing time, to allow sufficient time for City personnel to receive the chemicals during normal working hours. Vendor will provide an Advance Shipping Notice (ASN) at least 24 hours' prior to delivery of chemicals which specifies the approximate time of delivery.

C. Deliveries may be made before or after the deadline stated if extenuating circumstances exist. In that case, the Vendor will call the receiving agent prior to 12:00 p.m. and gain the approval of that agent for late or early deliveries. The Vendor may be financially responsible for any overtime costs incurred by the City due to the late or early delivery. If the material cannot be accepted as late or early delivery, the shipment will be retained by the Vendor and delivered the following day at no extra cost to the City.

D. The City will not pay demurrage. Tank trucks will meet ICC standards and will arrive with unloading connections compatible with City equipment and in good workable condition.

E. Bulk liquid shipments of chemicals to the City Potable Water Treatment Plants will be placed and transported in tankers cleaned/decontaminated of any/all residual chemicals remaining from previous shipments. No payments will be made for contaminated bulk liquid shipments. The cost for removal/neutralization of contaminated bulk liquid shipments will be the responsibility of the Vendor.

F. An assigned City employee will meet the driver and confirm the contents of the shipment.

The City employee will perform a visual inspection of the vehicle. If there are no visible problems with the truck and no problems with the manifest, the City employee will escort the driver to the appropriate location to commence testing (if appropriate) and unloading. If the City employee has concerns about the shipment, he will notify the plant Superintendent.

G. The driver will place blocks behind his wheels to ensure that the truck will not move during unloading.

H. The driver can only hook up the delivery when an assigned City employee tells the driver where to make the necessary connections.

I. While the truck is unloading, the driver must stay with the truck at all times in case problems occur with the unloading.

J. Tank trucks shall be equipped with tank-mounted valves to enable rapid shut-off if an emergency arises.

K. All empty Chlorine and Sulfur Dioxide cylinders will be picked up at time of delivery. City personnel will assist with off-loading of full cylinders and on-loading of empty cylinders as much as possible; however, assistance is not guaranteed and therefore it will be the prime responsibility of the Vendor.

L. Repeated delays in delivery of necessary quantities of chemical shall be grounds for cancellation of the contract. If the successful bidder fails to make delivery within the allotted time, the City reserves the right to obtain chemicals from another source.

M. Delivery procedures shall comply with current federal, state, and local regulations.

N. Tank trucks used for the delivery of the bulk and liquid chemicals shall be fully equipped to unload by pressurizing the tanks with air and shall be equipped with valves to control the flow of chemical into the storage tank and to enable rapid shut-off if an emergency arises.

O. Tank truck pressure shall be regulated by the driver while unloading and shall not exceed the tank truck manufacturer's specifications.

P. Tank truck hoses shall be equipped to connect to the supplier's tank or the WRF tank fill line.

Q. Prior to departure the driver must make sure that all of the cargo has been unloaded, the appropriate paperwork has been signed, and that all previously open outlets and valves are closed to ensure that nothing can leak out of the vehicle.

### 3. SAFETY AND PERSONAL PROTECTIVE EQUIPMENT

A. The successful bidder shall ensure that all parties involved in supplying the chemical to the City facility observe the applicable safety practices. This includes wearing the appropriate personal protective equipment during transloading and offloading operations. Such operations shall not begin unless the personal protective equipment is worn.

B. The driver shall also be fully educated (classroom & hands-on training) in Hazardous Communication regulations to ensure that they know what to do should an emergency occur on-site or while traveling to the facility.

C. All drivers will be required to have a valid commercial driver's license (CDL). A hazardous endorsement is required to transport hazardous materials.

D. In no case will a driver transport the chemical without being trained on the use of the specific truck used to transport the chemical to the facility destination.

4. PRICE CHANGES

- A. In view of unstable cost situations in the industry, the City will consider adjustments of the prices bid during the term of the contract, subject to the following provisions:
  - 1. Price escalation will **only** be considered upon satisfactory evidence of a price increase by the primary supplier to the Successful Vendor;
  - 2. In the event of a price decrease by the primary supplier to the Successful Vendor, said price decrease will be passed on to the City and will be supported with satisfactory evidence from the primary supplier.
- B. Price increases will not be automatic. Any request for price adjustment will be initiated by the successful Vendor in writing to the Director of Procurement and supported by a letter from the primary supplier notifying the Successful Vendor of a change in price and the amount of such change.
- C. Price increase approval will only be authorized by contract amendment signed by the the Director of Procurement. The effective date of the increase will be the date of the amendment. Price increases will not be retroactive.
- D. The City will have the right to:
  - 1. Approve the supported price increase;
  - 2. Cancel the item(s);
  - 3. Cancel the entire contract. (See Instructions to Contractors, Section 1 item 23 for more information).

5. CONTRACT CANCELLATION

- A. The full term of this contract will expire twelve (12) months from bid award (See Contract Extension).
- B. This contract may be canceled by the City before the full term expiration date should the Vendor not perform and make satisfactory and timely deliveries as instructed and/or supply products containing the specified chemical content as verified by surveillance monitoring of samples taken from each product-load delivery.
- C. Deliveries of hazardous materials such as Chlorine, Sulfur Dioxide, and Sodium Hydroxide will not be accepted if the unloading and handling methods are not considered safe by the City Engineer or his assigned agent or are not according to OSHA safety standards. The shipment will be returned and the faulty equipment repaired, or missing equipment obtained, within 24 hours, when delivery, as requested, will be made. Time extensions may be granted by the Director of Water Works or his/her assigned agent depending upon the severity of the repairs and the demands of the Department of Water Works. Failure to meet these requirements will be considered to constitute failure to perform the contract, by which the contract may be canceled by the City (See Section 1, Item 23 for more information).

6. CONTRACT EXTENSION

- A. The City reserves the right to extend this contract two (2) months beyond end of initial Contract period to effect a smooth transition in the event another Vendor is awarded the annual contract the following year. Also, the City reserves the right to renew all or portions of this contract with the same prices, terms and conditions as the original

contract for two (2) one-year terms on a yearly basis, contingent upon mutual agreement between the City and the suppliers of the chemicals affected. The Vendor has the option of declining this renewal.

- B. This agreement is not assignable by the Vendor without the express written permission of the City.

7. PAYMENT AND CASH DISCOUNT

- A. Payment will be made for individual shipments upon receipt of a certified invoice from the Vendor. The City will interpret any cash discount as acceptable if payment is made within the number of days after invoice date, or date of receipt of material, whichever is later.

8. EVALUATION OF OTHER PRODUCTS

- A. The City reserves the right to use other products during the term of the contract for demonstration, test, or research. Prospective suppliers may apply in writing to the Superintendent, Waste Water Treatment Plant or Potable Water Treatment Plant, City of Salisbury, 125 N. Division St., Salisbury, Maryland 21801-4940 for permission to test their products in City facilities. Granting of permission to test their products on a full plant scale can only be granted to those suppliers who can demonstrate in the laboratory a high expectation of ability to improve operations or reduce costs as compared with conditions then existing.

9. FAILURE TO CONTRACT

- A. If the Vendor to whom the award is made should fail to execute the contract as herein provided, then the award may be annulled and the contract let to the next lowest, responsible Vendor without further advertisement, and such Vendors will be required to fulfill every stipulation expressed herein as if he/they were the original party to whom the contract was awarded.

10. COOPERATION

- A. The Vendor and City personnel must cooperate closely in scheduling, planning, and making effective use of product and service offered. The responsibility for proper operation of the total system is that of the Superintendents of the Waste Water Treatment Plant and Potable Water Treatment Plant. Should an unworkable situation develop in the opinion of the Superintendent, where product or service is considered unsatisfactory for use of the City, or there is a decline in the effectiveness per pound of product supplied that can reasonably be attributed to deficiencies in the Vendor's manufacturing or quality control not attributed to a change in the character of the City plant processes, the following steps will be taken:
  - 1). The Superintendent will notify, in writing, the Vendor and City Purchasing Agent, that an unsatisfactory condition exists and the Vendor will have ten (10) calendar days to resolve such problems to the satisfaction of the City. If no satisfactory solution has been made at the end of that period, the City Purchasing Agent will, with the advice of the Superintendent, notify the Vendor in writing that the contract will be considered annulled within twenty (20) calendar days.

11. QUANTITIES

- A. Quantities listed on the Form of Proposal are approximate only. The City reserves the right any time during the life of the contract to increase or decrease the purchase amount for any item. If the usage of any chemical increases more than 10% due to a change in the quality of the chemicals furnished per this contract, the Vendor will have ten (10) calendar days to resolve such problems to the satisfaction of the City. The City reserves the right to cancel said contract and consider the next lowest, responsible Vendor for furnishing the balance of the chemicals required for the remainder of the contract period.

**END OF SECTION**

### SECTION III: SPECIFICATIONS

1. This contract contemplates the furnishings and site delivery for twelve (12) months of Chlorine, Sulfur Dioxide, Sodium Hydroxide, Caustic Potash, Hydrofluorosilicic Acid, Zinc Pyrophosphate, Sodium Hypochlorite, Drinking Water Grade Hydrated Lime, Calcium Oxide (quick lime), Glycerin based Carbon source and Ferric Chloride Solution 38%-42%. Delivery of the material will be made at the following locations within the corporate limits of Salisbury:
  - A. Municipal Water Plant – 2322 Scenic Drive (Paleo);
  - B. Municipal Water Plant – 640 East Main Street (Park);
  - C. Waste Water Treatment Plant – 1142 Marine Road.
  
2. Successful Vendor(s) will furnish Safety Data Sheets (SDS) for the above listed chemicals. Vendors shall certify that the above listed chemicals (except Drinking Water Grade Hydrated Lime) supplied, comply with pollutant limitations outlined elsewhere in these specifications. Bid prices must include transportation. Bids will indicate the name of Vendors' supplier or "sole supplier".
  
3. CHLORINE- (BID ITEMS 1 & 2) & SULFUR DIOXIDE (BID ITEM 3)
  - A. It is estimated that approximately one delivery per week, with each delivery consisting of two to four 150 lb. chlorine cylinders, will meet the demands of the City. These cylinders will be needed at the City's two potable water plants. These may be delivered with a combination of one-ton containers and 150 lb. cylinders. Chlorine in one-ton containers will be delivered to the **Wastewater Treatment Plant**. Chlorine in 150 lb. cylinders will be delivered to the two (2) potable **Water Treatment Plants**.
  - B. It is necessary that the delivery truck for 150 lb. Chlorine cylinders be properly equipped, preferably with a hydraulic tailgate that will remain level while in operation to permit unloading the containers in a safe manner.
  - C. It is estimated that approximately one delivery every two months of six(6) one-ton containers of Sulfur Dioxide will meet the demands of the City. These containers will be delivered to the Wastewater Treatment Plant.
  - D. DELIVERY
    - 1). Delivery will be made up to ten to twelve times per year to the Waste Water Treatment Plant but actual frequency and number of deliveries is dependent on usage.
    - 2). It is necessary that the delivery truck for Sulfur Dioxide cylinders be properly equipped, preferably with a hydraulic tailgate that will remain level while in operation to permit unloading the containers in a safe manner. One-ton Chlorine and Sulfur Dioxide cylinders will be delivered in such a manner that the cylinders are not rolled during off-loading. One-ton Chlorine and Sulfur Dioxide cylinders will be off-loaded via a permanently mounted overhead hoist onsite without the need for a truck mounted hoist.
    - 3). The Vendor is encouraged to visit the **Wastewater Treatment Plant** to be certain of the off-loading conditions. In addition, cylinders will be transported on a vehicle equipped with an adequate/appropriate repair kit and breathing apparatus that will enable the driver to make an emergency repair on a leaking cylinder. Furthermore, the

vehicle will be such that any cylinder may be operated on, in the event of a leak, without moving or off-loading any other cylinder. If it is determined by the Wastewater Treatment Plant (WWTP) Superintendent, or his assigned agent, that the method of unloading Chlorine or Sulfur Dioxide is unsafe, the shipment will be returned to the Vendor. A written notice will follow the returned shipment advising the Vendor of the safety violation. A second such incident will be cause to cancel the contract on the grounds of a noncompliance of contract terms.

E. EQUIPMENT

- 1). All Chlorine and Sulfur Dioxide containers will be equipped with fusible metal plugs designed as a protection against the development of hydrostatic pressure.
- 2). All Chlorine and Sulfur Dioxide containers will be equipped with removable protection hoods in good working condition to cover the valves, except when the containers are in use. All valves on tanks must be in first class working condition and new lead washers will be furnished on each tank.

F. DELIVERY INSPECTION

- 1). Each Chlorine and Sulfur Dioxide tank will be subject to inspection at the time of delivery. The inspection is to be performed by the Vendor at the direction of the City. The inspection will be at the discretion of the City or its agent. All materials required to perform the inspection will be supplied by the City.
- 2). The purpose of a delivery inspection is an attempt to ensure that valves and connection threads are in satisfactory working order. Any tanks found unacceptable will be returned to the point of origin by the Vendor and replaced at no additional cost within 72 hours of the original shipment. Liquidated damages may be assessed to the Vendor in the amount of \$300 per day for each tank refused and not replaced within the specified 72 hours.
- 3). In the event of tank failure, the Vendor is to remain liable for any, and all, defects of materials delivered to the City. The delivery inspection will not, in any event, relieve the Vendor of any liability for damage to property, health or the loss of life resulting from defective materials supplied.
- 4). The types of containers and means of transportation will meet the regulations and specifications of the Interstate Commerce Commission and the Chlorine Institute.
- 5). At the time of contract change, all empty tanks/cylinders will be picked up within five (5) working days after notification. Failing to comply with this section of the specifications may result in liquidated damages of \$200.00 per day per tank/cylinder being assessed to the vendor.

G. DEMURRAGE

- 1). It is understood that the City will not be charged for Chlorine and Sulfur Dioxide cylinders, but that empty cylinders will be returned at the expense of the Vendor upon delivery of filled containers. No demurrage will be charged to or accepted by the City on the use or detention of containers.

H. CHLORINE AND SULFUR DIOXIDE, SAFETY TRAINING

- 1). At the City's option, the supplier will arrange for a safety seminar to be held once a year for the benefit of the **Water Treatment Plant and the Wastewater Treatment Plant** operators and other interested Department of Water Works employees and/or city Firefighters. The seminar will be conducted on City premises at no additional cost

to the City. Emergency response training will be included. A description of this training must be included with the submittal of bid prices and will be a factor in award of the contract.

4. HYDROFLUOROSILICIC ACID-(BID ITEM 4)

A. DELIVERY

1). Hydrofluorosilicic Acid will be shipped in a rubber-lined pressure tank truck. It is necessary that the tank truck be equipped to pump the Acid into the storage tanks. The tank at the **East Main Street Water Plant** is approximately eight feet (8') above the street surface, and the tank at the **Naylor Mill Road Water Plant** is approximately nine feet (9') above the outside driveway. There will be no obligation by the City as to transfer of acid or unloading time. Twenty (2) feet of fill line will be required to connect to the fill station. The maximum acceptable delivery will be 2,300 gallons at either tank.

B. GUARANTEE

1). Due to the fluctuating availability of Hydrofluorosilicic Acid, it is necessary that the City be furnished a guarantee of an adequate supply throughout the year. It will be noted that the City has a 3,000 gallon double-walled pressure tank at the Water Treatment Plant on East Main Street and a 4,000 gallon double-walled tank at the Water Plant on Naylor Mill Road.

C. STANDARDS

- 1). AWWA B703, Standard for Hydrofluorosilicic Acid of latest revision.
- 2). This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Chemicals – Health Effects.

D. COMPOSITION

1). The approximate percent composition of the Hydrofluorosilicic Acid will be 20% to 30%. It is necessary that the City be furnished on each delivery the Fluoride chemical content of the acid being delivered. This certificate must be delivered as soon as possible and a phone call stating this content made to the Department of Water Works prior to actual delivery.

5. SODIUM HYDROXIDE 25% (CAUSTIC SODA FOR PH CONTROL)-(BID ITEM 5)

A. PRODUCT

- 1). Furnish and deliver Caustic Soda, liquid form, to conform to A.W.W.A. Standard B-501, Standard for Sodium Hydroxide, or latest revision. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Chemicals – Health Effects.
- 2). This liquid is to contain a minimum of 25% Anhydrous Sodium Hydroxide, NaOH, and will not contain any other substances capable of producing deleterious or injurious effects upon the health of those consuming the water to which the Caustic Soda has been added, or causing the water so treated to fail to meet the requirements of the United States Environmental Protection agency (U.S.E.P.A.) Primary Drinking Water Standards



B. DELIVERY

- 1). This product is to be delivered in tank trucks and pumped into one of three 5,000 gallon capacity storage tanks at the **Water Treatment Plant** on Scenic Drive. Maximum delivery will be 4,500 gallons. Average delivery is approximately 4,500 gallons every 7-14 days. The Vendor will certify the strength of each delivery and the specific gravity or Baume hydrometer reading.

C. BILLING

- 1). Billing will be based on the dry weight content of Sodium Hydroxide in the liquid. Invoices will show pounds of liquid shipped and percent of NaOH translated to equivalent pounds of 76% NaOH (98% Caustic Soda). This figure is obtained by using the following formula:

$$\text{Pounds of Liquid} \times \% \text{ NaOH} = \text{Pounds of 76\% NaOH or pounds of 98\% Caustic Soda}$$

- 2). The cost is determined by multiplying the number of dry tons by the price per dry ton.

6. ZINC PYROPHOSPHATE (Chemical Blend) FOR CORROSION CONTROL-(BID ITEM 6)

A. GENERAL REQUIREMENTS

- 1). Furnish and deliver Zinc Pyrophosphate for the purpose of providing continuous corrosion control and the sequestering of Iron throughout the distribution system serviced by the two (2) **Water Treatment Plants**. In providing corrosion control, it is the City's objective over a period of time to eliminate all customer complaints regarding rusty water characteristics (i.e., brown water, particulate, tuberculation, leaching of Iron, Copper, Lead and Zinc, etc).
- 2). Zinc Pyrophosphate must be approved by the U.S.E.P.A. for use in potable water supplies and a copy of a letter stating such must be included with the bid package. All other forms of accreditation are invalid.
- 3). Zinc Pyrophosphate must be listed as meeting or exceeding ANSI/NSF Standard No. 60 as issued by the National Sanitation Foundation (NSF). The agency providing this certification must be accredited to provide such certification by the American National Standards Institute (ANSI) and does not have to be affiliated with NSF. A current of such certification indicating the product bid meets ANSI/NSF Standard No. 60 must be included in this bid package. Furthermore, since certification is issued for a specific production site, the Vendor must specify on the product specification page where the product being bid will be produced so that it can be confirmed that in fact the product bid meets ANSI/NSF Standard No. 60 certification, including the NSF.org website address where such information may be found.
- 4). Zinc Pyrophosphate must be able to provide corrosion control and to sequester Iron and Manganese over a broad temperature and PH range.
- 5). Zinc Pyrophosphate must be able to prevent disposition and remove existing scale deposits without causing any deleterious effects to users of the drinking water supply when used according to manufacturers' specifications.
- 6). Zinc Pyrophosphate must provide effective corrosion inhibition on both Ferrous and non- Ferrous surfaces.

7). Should a Vendor wish to offer a product other than those specified, certain criteria must be established as to substantiating whether or not the intended substitute is an approved substitute. The proposed product to be bid must conform to all criteria previously set forth. Also, the Vendor agrees to provide all aspects of service as outlined in the section regarding technical services. The Vendor must provide with the bid an independent study that contains the product of choice, dosage rate necessary to obtain objective, technical specifications of the product including pH, density, packaging, form, color, odor, freezing point, boiling point and all components of such blends, and all relative to the water criteria of the City. The study shall include demonstration of a minimum of five years of successful application of such product, references and contact information for systems using such products. **Any change in vendor will require the City of Salisbury to seek approval from Maryland Department of the Environment.**

8). The Vendor must have capabilities of providing the City all of the feed equipment necessary to place the product bid in solution at the proper feed concentration, maintain product solubility and feed the product bid at proper dosages. Equipment necessary may include mixing tanks, mixers, and metering pumps with all associated valving, feed lines, and support equipment.

9). The Vendor must employ an individual on their payroll capable of installing, maintaining, and making any repairs necessary to the feed equipment to keep the equipment in proper running condition. **No outside Vendors or subcontractors are allowed to fulfill this requirement.** The individual must be an employee. Upon request, the City may require the Vendor to list the name and credentials associated with this employee to ensure that their qualifications are sufficient to meet the demands of this contract.

10). The Vendor must provide all equipment and service at no cost to the City or incorporate all associated costs in with the bid price of the product.

B. TECHNICAL REQUIREMENTS

1). The annual water production for twelve (12) months of operation of each Water Plant is approximated as follows:

East Main Street Water Plant - 508,826,284 gallons per year  
Scenic Drive, Paleo Water Plant - 1,714,678,000 gallons per year

2). Equality will be based upon total available Zinc and Pyrophosphate content and is subject to independent laboratory evaluation prior to awarding of this contract. Fees associated with this testing must be borne by each individual Vendor.

3). Material supplied shall be a concentrated liquid blend of Alkaline Zinc Pyrophosphate which when fed at a rate of 2-6 ppm will effectively reduce corrosion rates by a minimum of 90%. Acidic solutions are not acceptable. Material shall have the ability to sequester iron and manganese. Solutions containing orthophosphates are not acceptable. Only zinc pyrophosphate corrosion inhibitors will be considered for use in this system.

4). Zinc Pyrophosphate must be manufactured from raw materials bearing Food Grade quality assurances and must be manufactured in the United States. Chemicals used in the manufacture of Zinc Pyrophosphate must also meet the Recommended Maximum Impurity Content (RMIC) as specified in the National Academy of Sciences Code for

Water Treatment Chemicals.

5). The material shall meet the following requirements:

- a. pH of product 9.4-9.8
- b. Density, 11.2 lb./gallon
- c. packaging, bulk, (100 gallon minimum delivery)
- d. Form, liquid
- e. Color, Clear
- f. Odor, none
- g. Freezing point, 20<sup>0</sup> F
- h. Boiling point, 200<sup>0</sup> F

6). Samples may be collected by the City of Salisbury and analyzed by an independent laboratory to ensure product meets the above requirements.

7). Corrosions inhibitor shall be non-acidic. The residual zinc concentration in the treated water shall be less than 0.2 PPM at the recommended corrosion inhibitor level. When fed at recommended feed rates product shall maintain 85% of its zinc insoluble form.

8). Material furnished in solid, flake, or powder will not be acceptable. The liquid material shall not contain sodium in excess of 20 PPM in the product.

9). The Vendor must provide a listing of at least three (3) customers presently using the product bid herein for verifying product performance, technical support and overall supplier performance of product.

C. TECHNICAL SERVICES

1). Technical services must consist of three (3) parameters: Periodic water analysis, corrosion coupon analysis, and consultation.

(a) Periodic water analysis must be performed quarterly at the following sample site locations:

- Corner of Snow Hill Road/South Park Drive
- 323 North Park Drive (near 333)
- Salisbury Water Tower, 104 Power St
- Commerce Street at intersection of N. Division St. and RT 13
- Tilghman Rd. & Rt. 50
- East Naylor Mill Road in field by Vernon Powell

D. The Vendor must perform the following tests during the contract period.

1). The water analysis results must contain a minimum of the following criteria:

pH

|                      |                           |
|----------------------|---------------------------|
| Alkalinity           | (mg/l CaCO <sub>3</sub> ) |
| Conductivity         | (UMHOS/CM)                |
| Suspended Solids     | (mg/l)                    |
| Bicarbonate          | (mg/l HCO <sub>3</sub> )  |
| Orthophosphate       | (mg/l O-PO <sub>4</sub> ) |
| Polyphosphate        | (mg/l P-PO <sub>4</sub> ) |
| Total Organic Carbon | (mg/l)                    |

E. In addition, the following heavy metal's analysis must be provided and the measured amounts provided as both dissolved and total amounts:

| <u>Total</u> | <u>Dissolved</u>         |
|--------------|--------------------------|
| Calcium      | (mg/l Ca)                |
| Magnesium    | (mg/l Mg)                |
| Sodium       | (mg/l Na)                |
| Potassium    | (mg/K)                   |
| Iron         | (mg/l Fe)                |
| Copper       | (mg/l Cu)                |
| Manganese    | (mg/l Mn)                |
| Aluminum     | (mg/l Al)                |
| Zinc         | (mg/l Zn)                |
| Nickel       | (mg/Ni)                  |
| Chrome       | (mg/l CrO <sub>4</sub> ) |

F. These analyses must be provided by a U.S.E.P.A. certified laboratory and must be submitted along with any treatment recommendations to the City for review.

1). Quarterly Corrosion Coupons:

- (a) The City will install and monitor in-service corrosion coupon mounting assemblies and corrosion coupons at six (6) sites;
- (b) Corrosion coupons will be furnished in a cleaned and pre-weighted condition to facilitate the establishment of base data for calculation of corrosion rates;
- (c) The metal type, size, identification number, and initial weight will appear on the envelope/form that contains the coupon;
- (d) Entries will be provided on the coupon envelope/form for recording the system identification , location, water temperature, velocity, pH, product information, and dates of installation and removal from the system;
- (e) These coupons are to be removed from the distribution system by the City and forwarded to the Vendor for analysis. The analysis results must be submitted along with any treatment recommendations to the City for review;
- (f) The type of metallurgy will be at the discretion of the City. The total number of coupons provided quarterly will correspond to the number of sites from which a water sample is collected.

2). The Vendor must provide quarterly water and corrosion coupon analysis at no cost to the City or incorporate all associated costs in with the bid price of the product. Results of quarterly water and corrosion coupon analysis will be submitted to:

Ms. Cori Cameron  
Water Treatment Superintendent  
City Water Treatment Plant  
2322 Scenic Drive.  
Salisbury, Maryland 21801

- 3). The corrosion coupon analysis report must contain the following information:
  - Metallurgy and Size of coupon
  - Coupon Number
  - Date installed
  - Date removed
  - Days in system
  - Initial weight
  - Final weight
  - Corrosion weight loss
  - Corrosion rates (ml's per year)
- 4). Consultation and written reports must accompany the submission of all the water analysis and corrosion coupon analysis providing information as to the findings and recommendations to improve treatment.
- 5). Should the City not have accessibility for corrosion coupons, the City may waive this portion of the bid.
- 6). Should the City have access for coupons, yet does not possess coupon holders, the Vendor must provide for such in their bid price.

G. DELIVERY (Zinc Pyrophosphate)

- 1). The product must be delivered in a truck from the Successful Vendor. Product must be pumped from the truck to a tank at each site. All shipments must be properly labeled and provide a lot number to identify batch allotments and date of manufacture. All shipping containers must be new and unused, meeting all local, state, and federal requirements.
- 2). All deliveries are to be made within five (5) work days after receipt of order and during normal business hours as established by the City.
- 3). The Vendor will familiarize themselves with all aspects of delivery to all sites indicated by the City. Any deviation from the criteria set forth must be addressed by the Vendor in writing and a written reply from the City must be made part of this bid.
- 4). The Vendor will furnish and deliver such chemicals in liquid form, vendor will off load chemical from delivery truck by pumping to permanent chemical feed tank on site at each Water Treatment Plant.

7. SODIUM HYDROXIDE "25%"-(BID ITEM 8)

A. Furnish and deliver to the **City Wastewater Treatment Plant** bulk delivery. This product will be used to refill the Chlorine/Sulfur Dioxide Scrubber, as needed.

B. DELIVERY

- 1). A bill of lading, showing origin of shipment and signed by the dockmaster, and a **certificate of analysis** showing the percentage in solution as supplied with each shipment must be presented to and approved by the **City Wastewater Treatment Plant Superintendent** or his assigned agent prior to the City accepting such delivery.
- 2). The Vendor will familiarize himself with the City's chemical feed system and provide, at his own expense, any, and all, equipment and appurtenances needed to transfer the product from his delivery vehicle to the City's storage system. There will be no obligation by the City as to transfer or unloading time.

8. SODIUM HYPOCHLORITE "12%"-(BID ITEM 9&9a.)

A. DELIVERY

1). Furnish and bulk deliver to the City **Wastewater Treatment Plant**. Delivery volumes generally are around 200 gallons. A bill of lading, showing origin of shipment and signed by the dockmaster, and a **certificate of analysis** showing the percentage in solution as supplied with each shipment must be presented to and approved by the City WasteWater Treatment Plant Superintendent or his assigned agent prior to the City accepting such delivery.

2). Chemical Properties

| Component                             | Specification Limits |         |
|---------------------------------------|----------------------|---------|
|                                       | Min.                 | Typical |
| Available Chlorine, % By Weight       | 12.3                 | 12.8%   |
| Freezing Point, degrees F -           | 3.0                  | 3.0     |
| Specific Gravity @ 20 Degrees C       | 1.18                 | 1.22    |
| Chlorine, Pounds Per Gallon           | 1.25                 | 1.27    |
| Free Carbonates as NA2CO3 Grams/Liter | 0.4                  | 1.5     |
| PH                                    | 11.5                 | 14      |

Note: This product meets the specifications of American Water Works Association standard B300.92 for the treatment of potable water systems and is also certified by NSF as meeting Standard 60.

3). The Vendor will familiarize himself with the City's chemical feed system and provide, at his own expense, any, and all, equipment and appurtenances needed to transfer the product from his delivery vehicle to the City's storage system. There will be no obligation by the City as to transfer or unloading time.

4). The Water Treatment Plant requires 5-gallon and 30-gallon drums of sodium hypochlorite delivered 15-30 times per year to the Park Water Treatment Plant at 640 East Main Street.

B. SAMPLES

1). samples of each incoming load will be taken for analysis and monitoring the quality of the chemical supplied to verify conformance with contract content specifications. An aliquot of this sample will be retained and stored for historical and evidentiary purposes. If samples are found in noncompliance with these specifications, the contract for said chemicals may be canceled and legal proceedings may be instituted.

9. CAUSTIC POTASH "45%"-(BID ITEM 10)

A. Furnish and deliver 250 gallon totes to the **City Wastewater Treatment Plant**. Delivery volumes generally vary between 250 and 500 gallons. A bill of lading, showing origin of shipment and signed by the dockmaster, and a **certificate of analysis** showing the percentage in solution as supplied with each shipment must be presented to and approved by the City WasteWater Treatment Plant Superintendent or his assigned agent prior to the

City accepting such delivery.

B. The Vendor will familiarize himself with the City's chemical feed system and provide at his own expense, and, and all, equipment and appurtenances needed to transfer the product from his delivery vehicle to the City's storage facility. There will be no obligation by the City as to transfer or unloading time.

10. DRINKING WATER GRADE LIME-(BID ITEM 11)

A. Hydrated Lime in accordance with AWWA Standard ANSI/AWWA B202, Standard for Hydrated Lime and Quicklime, or latest revision. Hydrated lime shall not have less than 62 percent available calcium oxide, which is equivalent to 81.9 percent calcium hydroxide. The hydrated lime supplied in accordance with this standard shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming a water that has been treated properly with lime products. Hydrated lime is a direct additive used in the treatment of potable water. These materials should be certified as suitable for contact with or treatment with drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects. Evaluation shall be accomplished in accordance with requirements that are no less restrictive than those listed in ANSI/NSF Standard 60. Certification shall be accomplished by a certification organization accredited by the American National Standards Institute.

B. DELIVERY - Furnish and deliver 50 lb. bags of NSF/Approved lime to the **Park Water Treatment Plant** in shipments of 25-30 bags approximately every 10-14 days.

11. CALCIUM OXIDE "Quick Lime"- (BID ITEM 12)

A. Calcium Oxide shall be furnished in bulk to the **Wastewater Treatment Plant**.

B. Specifications – Material shall meet the following standards:

ASTM C911 – Standard Specification for Quicklime, Hydrated Lime and Limestone For Selected Chemical and Industrial Uses

ASTM C1529-06a (2011) Standard Specification for Quicklime, Hydrated Lime and Limestone for Environmental Uses

D6249 Guide for Alkaline Stabilization of Wastewater Treatment Plant Residuals

C25 Test Methods for Chemical Analysis of Limestone, Quicklime and Hydrated Lime

C110 Test Methods for Physical Testing of Quicklime, Hydrated Lime and Limestone

C. Chemical Composition

| CHEMICAL                       | AVERAGE | MAXIMUM | MINIMUM |
|--------------------------------|---------|---------|---------|
|                                | (%)     | (%)     | (%)     |
| CaO                            | 95.5    | 98.1    | 92.8    |
| MgO                            | 1.6     | 3.7     | 0.6     |
| SiO <sub>2</sub>               | 1.6     | 3.5     | 0.1     |
| S                              | 0.03    | 0.1     | 0.01    |
| Al <sub>2</sub> O <sub>3</sub> | 0.7     | 1.9     | 0.01    |
| Fe <sub>2</sub> O <sub>3</sub> | 0.2     | 0.2     | 0.3     |
| CO <sub>2</sub>                | 0.63    | 5.62    | 0.02    |
| Available CaO                  | 92.7    | 96.2    | 88      |
| Loss On Ignition               | 1.26    |         |         |

|                  |        |        |        |
|------------------|--------|--------|--------|
| (L.O.I.)         |        |        |        |
| Reactivity 3 min | 50.7 C | 56.3 C | 40.0 C |
| Slaking Residue  | 1.4    | 5.8    | 0.1    |

D. Vendor delivery vehicle must be able to pneumatically convey the lime into a silo. Lime gradation shall be 1/4" x 1/8". The Vendor will familiarize himself with the City's lime feed system and provide, at his own expense, any, and all, equipment and appurtenances needed to transfer the product from his delivery vehicle to the City's storage system. There will be no obligation by the City as to transfer or unloading time.

12. GLYCERIN BASED CARBON SOURCE – (BID ITEM 13)

A. Furnish and deliver a liquid glycerin based carbon source to the **Wastewater Treatment Plant**. Glycerin Based Carbon Source supplied under this contract shall be in accordance with the following specifications:

B. Product Quality: In order to demonstrate historical adherence to the below product specifications shown on the following Table, the Contractor shall submit as part of their bid response, quality control data representing all production of product for the one year prior to bid date. Quality control data shall include measurements of:

|                              |                                    |
|------------------------------|------------------------------------|
| Percent Glycerin             | Flash Point                        |
| Specific Gravity             | Bulk Density                       |
| Chemical Oxygen Demand (COD) | pH                                 |
| Percent fatty acid by weight | Viscosity at 20 C (in centipoises) |
| Percent methanol by weight   | Solubility in Water                |
| Insoluble/Nuisance Solids    | VOC Concentration                  |
| BQ-9000 Certification        | Freezing Point                     |

Each of the 14 measurements listed above shall be provided in minimum increments of 200,000 lbs. of finished product. For example, if the Contractor has produced five million pounds of finished product within the past year, then at least 25 quality control events (5 million/200,000), each including the above 14 parameters shall be supplied. For each of the 14 parameters, no more than 5% of the reported value shall deviate from the "acceptable range" listed below:

**Product Specifications**

| PARAMETER                | TARGET VALUE | ACCEPTABLE RANGE | METHOD FOR DETERMINATION                     |
|--------------------------|--------------|------------------|--|
| Physical State           | Liquid       | N/A              | N/A  |
| Percent Glycerin         | 70%          | 69% - 71%        | ASTM D7637-10                                |
| Specific Gravity @ 20° C | 1.22         | 1.210 – 1.230    | ASTM D1298-85                                |
| Bulk Density (lbs/gal)   | 10.22        | 10.13 – 10.30    | Calculated based on Specific Gravity @ 20° C |
| pH                       | 5.50         | 4.0 – 7.0        | pH meter with fitted glass electrode         |



|                             |  |  |   |
|-----------------------------|--|--|---|
| Viscosity cPS @ 20°C        | 45   | 80 Max.  | ASTM E 1148   |
| Solubility in Water         | >99%   | >99%   | ASTM E1148  |
| VOC Concentration           | 0%   | 0%   | (EPA 8260B)   |
| Freezing Point              | -35°C  | -18°C  | Freezing point determination                              |
| Flash Point                 | None   | None to Boil   | ASTM D93  |
| COD Value                   | 1,060,000  | 1,000,000 – 1,100,000                                    | Hach 8000   |
| Methanol Content            | < 0.01%  | 0 – 0.1% w/w   | AOCS Cg 4-94 or equivalent<br>Measured in crude glycerin  |
| Fatty Acid Content          | 0.00 – 0.75% w/w   | ≤ 1.0%   | AOCS Cg 5b-71 or equivalent<br>Measured in crude glycerin |
| Insoluble / Nuisance Solids | None   | Material cannot contain solids greater than 1,000 micron | Sieve Analysis  |
| BQ- 9000 Certification      | Raw materials for use within products shall only come from BQ-9000 certified biodiesel manufacturers | No exceptions  | Letter of certification from glycerin producer            |

C. Manufacturing: Only Contractors that manufacture their product from BQ9000 certified biodiesel facilities shall be considered. The Contractor shall submit, with bid materials, a certificate signed by the glycerin producer(s) verifying that the producer(s) are BQ9000 certified facilities.

D. In order to ensure a consistent and uninterrupted supply of product, the Contractor shall maintain at least three redundant manufacturing facilities capable of delivering the product. A manufacturing facility is defined as a physical location at which raw materials are received, processed into final product, and stored awaiting delivery. The Contractor shall provide the names and addresses of at least three such facilities with their bid response. If the Successful Vendor desires this information to be kept confidential please refer to Section I.28.

E. BioPreferred<sup>SM</sup> Biobased Certification: The Contractor shall submit, with their bid response, a USDA BioPreferred<sup>SM</sup> Biobased Certification label to demonstrate adherence to the above specifications. The certification must state that the biobased content of the material is no less than 100%. The Contractor shall provide proof that it has completed the application process outlined in Code of Federal Regulations §2904.5 and has been awarded the right to affix this certification label to the glycerin being provided.

F. Technical Support and Services: During the life of this contract, the Contractor shall maintain a local representative to provide ongoing technical support on a monthly

basis. The local representative shall have, as a minimum, the following qualifications:

- A professional engineering license.
- Demonstrate a minimum of 10 years BNR experience with direct responsibility in designing, implementing, and optimizing biological nutrient removal programs with use of external carbon sources.
- Local representative shall be able to respond within four hours of being summoned to any emergency to provide technical support to the requesting agency.
- Local representative shall provide ongoing technical support and training on product handling, emergency response, product application, and program optimization.

G. References: The Contractor shall submit a minimum of four references within the Mid-Atlantic Region where the Contractor provides a service program which includes training, technical support for product application, and effluent nitrate data review for ongoing program optimization support.

13. FERRIC CHLORIDE SOLUTION 38%-42 %-( BID ITEM 14)

A. Furnish and deliver debris free Ferric Chloride in a concentration range of 38 % to 42% Deliveries to the **Wastewater Treatment Plant** must be made with equipment capable of pumping into ground level storage tanks. The product supplied is to be filtered through a filter mesh of, at most, 100 microns to prevent sediment accumulation during storage. A bill of lading, showing origin of shipment and signed by the dock master, and a **certificate of analysis** showing the percentage of iron in solution as supplied with each shipment must be presented to and approved by the City **Wastewater Treatment Plant** Superintendent, or his assigned agent, prior to the City accepting such delivery. Shipments may be split between (3) separate tanks at the **Wastewater Treatment Plant**.

B. The Vendor will familiarize himself with the City's chemical feed system and provide, at his own expense, any, and all, equipment and appurtenances needed to transfer the product from his delivery vehicle to the City's storage system. There will be no obligation by the City as to transfer of the Ferric Chloride or unloading time.

C. SAMPLES

1). Samples of each incoming load will be taken for analysis and monitoring the quality of the chemical supplied to verify conformance with contract content specifications. An aliquot of this sample will be retained and stored for historical and evidentiary purposes. If samples are found in noncompliance with these specifications, the contract for said chemicals may be canceled and legal proceedings may be instituted.

D. SPECIFICATIONS

1). FERRIC CHLORIDE SOLUTION TECHNICAL INFORMATION REQUIRED SPECIFICATIONS AND TYPICAL ANALYSIS

| <u>Parameter</u>        | <u>Specifications</u> | <u>Typical</u> | <u>Range</u> |
|-------------------------|-----------------------|----------------|--------------|
| FeCl <sub>3</sub> , wt% | 38, min               | 39             | 38-42        |
| FeCl <sub>2</sub> , wt% | 0.5, max              | .0.2           | <0.5         |
| SpG, g/ml               | 1.394, min            | 1.40           | 1.394-1.434  |
| Free Hcl, wt%           | 0.8, max              | 0.5            | <0.8         |
| Solids, wt%             | 0.5, max              | 0.2            | <0.5         |

## 2). REQUIRED TRACE METAL ANALYSIS

| <u>Metal</u> | <u>Typical (mg/l)</u> | <u>Range (mg/l)</u> |
|--------------|-----------------------|---------------------|
| Aluminum     | 2,000                 | 1,000-2,500 (max)   |
| Arsenic      | ND                    | ND (max)            |
| Cadmium      | ND                    | ND (max)            |
| Chromium     | 70                    | 20-120 (max)        |
| Copper       | 7                     | 6-12 (max)          |
| Lead         | 60                    | 40-70 (max)         |
| Manganese    | 1,200                 | 600-1,800 (max)     |
| Mercury      | ND                    | ND (max)            |
| Molybdenum   | ND                    | ND (max)            |
| Nickel       | 10                    | 5-15 (max)          |
| Selenium     | 0.046                 | <0.1 (max)          |
| Zinc         | 65                    | 50-100 (max)        |

## 3). ANALYSIS

The Vendor will submit a **typical analysis of their Ferric Chloride** to show compliance with the above requirements with their bid.

**END OF SECTION**

**THIS AND PRECEDING SECTIONS DO NOT NEED TO BE RETURNED WITH BID SUBMITTAL.**

## FORM OF BID

Date \_\_\_\_\_

Director of Procurement –Department of Procurement  
 City of Salisbury  
 Government Office Building  
 Room 104  
 Salisbury, Maryland 21801

To Whom It May Concern:

We hereby submit our Bid Document for furnishing, delivery of miscellaneous chemicals for Contract A-01-18 as specified in the Bid documents

Having carefully examined the A-01-18 Bid Documents, Instructions to Vendors, General Conditions, Special Conditions, Specifications and Form of Proposal, having visited the site, and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish the items called for by the Bid Documents as stipulated in the Schedule of Prices below.

**By submission of this Bid Document, Vendor certifies that he comprehends the bidding requirements set forth and is thoroughly familiar with the provisions of the Bid Documents.**

\*Quantities are estimates for bid comparison. Actual quantity may be more or less.

**VENDOR MAY BID ON ONE, ANY OR ALL OF THE CHEMICALS**

| Item  | Description  | Estimated Quantity | Unit of Measure | Unit Price | Total Price |
|---|--|--------------------|-----------------|------------|-------------|
| 1.  | Furnishing and site delivery of Chlorine in one-ton containers to the Wastewater Treatment Plant (WWTP). | 72,200             | Pounds          | \$         | \$          |
| Sole Supplier:  |  |                    |                 |            |             |
| Product delivery within _____ days of order placement.  |  |                    |                 |            |             |
| Product is based on a minimum delivery of: _____<br>(Specify number of tons, pounds, etc.)      |  |                    |                 |            |             |
| A description of emergency response training included with bid submittal?<br>Yes _____ No _____ |  |                    |                 |            |             |

| Item   | Description  | Estimated Quantity | Unit of Measure | Unit Price | Total Price |
|--|--|--------------------|-----------------|------------|-------------|
| 2.   | Furnishing and site delivery of Chlorine in 150 lb. containers to the Water Plants (WTP).                            | 46,300             | Pounds          | \$         | \$          |
| Sole Supplier:   |  |                    |                 |            |             |
| Product delivery within _____ days of order placement                                    |  |                    |                 |            |             |
| Product is based on minimum delivery of: _____<br>(Specify number of tons, pounds, etc.) |  |                    |                 |            |             |
| Item   | Description  | Estimated Quantity | Unit of Measure | Unit Price | Total Price |
| 3.   | Furnishing and site delivery of Sulfur Dioxide in one-ton containers to WWTP.  | 77,000             | Pounds          | \$         | \$          |
| Sole Supplier:   |  |                    |                 |            |             |
| Product delivery within _____ days of order placement.                                   |  |                    |                 |            |             |
| Product is based on minimum delivery of _____<br>(Specify number of tons, pounds, etc.)  |  |                    |                 |            |             |
| Item   | Description  | Estimated Quantity | Unit of Measure | Unit Price | Total Price |
| 4.   | Furnish, deliver and transfer to City tank Hydrofluorosilicic Acid transported in rubber-lined pressure tank to WTP. | 6,000              | Gallons         | \$         | \$          |
| Sole Supplier:   |  |                    |                 |            |             |
| Product delivery within _____ days of order placement.                                   |  |                    |                 |            |             |
| Product is based on minimum delivery of _____<br>(Specify number of tons, pounds, etc.)  |  |                    |                 |            |             |
| Item   | Description  | Estimated Quantity | Unit of Measure | Unit Price | Total Price |
| 5.   | Furnish, deliver and transfer to City tank liquid Sodium Hydroxide 25% Strength (Caustic Soda) for pH control WTP.   | 182,500            | Gallons         | \$         | \$          |
| Sole supplier:   |  |                    |                 |            |             |
| Product delivery within _____ days of order placement                                    |  |                    |                 |            |             |
| Product is based on minimum delivery of _____<br>(Specify number of tons, pounds, etc.)  |  |                    |                 |            |             |

| Item  | Description   | Estimated Quantity | Unit of Measure | Unit Price | Total Price |
|---|---|--------------------|-----------------|------------|-------------|
| 6.  | Furnish and deliver and transfer liquid Zinc Polyphosphate to Water Plants. (Chemical Blend). | 15,000             | Gallons         | \$         | \$          |
| Sole supplier:  |   |                    |                 |            |             |
| NSF Standard No. 60 certification provided _____ (yes or no)                            |   |                    |                 |            |             |
| Product delivery within _____ days of order placement.                                  |   |                    |                 |            |             |
| Product is based on minimum delivery of _____<br>(Specify number of tons, pounds, etc.) |   |                    |                 |            |             |
| Letter of approval by U.S.E.P.A included Initial _____                                  |   |                    |                 |            |             |
| Photo Copy of ANSI certification included Initial _____                                 |   |                    |                 |            |             |
| Site location product is produced in _____  |   |                    |                 |            |             |
| Item  | Description   | Estimated Quantity | Unit of Measure | Unit Price | Total Price |
| 7.  | Furnish and deliver Corrosion Coupons with envelopes to WTP.                                  | 24                 | Each            | No Charge  | No Charge   |
| Product delivery within _____ days of order placement.                                  |   |                    |                 |            |             |
| Item  | Description   | Estimated Quantity | Unit of Measure | Unit Price | Total Price |
| 8.  | Furnish and deliver Sodium Hydroxide 25% to WWTP.   | 3.4                | Dry Tons        | \$         | \$          |
| Sole Supplier:  |   |                    |                 |            |             |
| Product delivery within _____ days of order placement                                   |   |                    |                 |            |             |
| Product is based on minimum delivery of _____<br>(Specify number of tons, pounds, etc.) |   |                    |                 |            |             |
| Item  | Description   | Estimated Quantity | Unit of Measure | Unit Price | Total Price |
| 9.  | Furnish and deliver Sodium Hypochlorite (12%) in 5 gallon and 30 gallon drums to WTP.         | 19,000             | Gallons         | \$         | \$          |
| Sole Supplier:  |   |                    |                 |            |             |
| Product delivery within _____ days of order placement.                                  |   |                    |                 |            |             |
| Product is based on minimum delivery of _____<br>(Specify number of tons, pounds, etc.) |   |                    |                 |            |             |

| Item  | Description   | Estimated Quantity | Unit of Measure | Unit Price | Total Price |
|---|---|--------------------|-----------------|------------|-------------|
| 9a.   | Furnish, deliver and transfer to City WWTP tank liquid Sodium Hypochlorite (12%). | 3,800              | Gallons         | \$         | \$          |
| Sole Supplier :   |   |                    |                 |            |             |
| Product delivery within _____ days of order placement.                                  |   |                    |                 |            |             |
| Product is based on minimum delivery of _____<br>(Specify number of tons, pounds, etc.) |   |                    |                 |            |             |
| Item  | Description   | Estimated Quantity | Unit of Measure | Unit Price | Total Price |
| 10.   | Furnish and deliver Caustic Potash 45% (Potassium Hydroxide KOH) to WWTP.         | 4,400              | Pounds          | \$         | \$          |
| Sole supplier:  |   |                    |                 |            |             |
| Product delivery within _____ days of order placement.                                  |   |                    |                 |            |             |
| Product is based on minimum delivery of _____<br>(Specify number of tons, pounds, etc.) |   |                    |                 |            |             |
| Item  | Description   | Estimated Quantity | Unit of Measure | Unit Price | Total Price |
| 11.   | Furnish and deliver Drinking Water Grade Hydrated Lime in 50 Lb. bags to WTP.     | 35,000             | Pounds          | \$         | \$          |
| Sole Supplier:  |   |                    |                 |            |             |
| Product delivery within _____ days of order placement.                                  |   |                    |                 |            |             |
| Product is based on minimum delivery of _____<br>(Specify number of tons, pounds, etc.) |   |                    |                 |            |             |
| Item  | Description   | Estimated Quantity | Unit of Measure | Unit Price | Total Price |
| 12.   | Furnish, deliver and transfer to City WWTP Silo Calcium Oxide (Quick Lime).       | 570                | Dry Tons        | \$         | \$          |
| Sole Supplier:  |   |                    |                 |            |             |
| Product delivery within _____ days of order placement.                                  |   |                    |                 |            |             |
| Product is based on minimum delivery of _____<br>(Specify number of tons, pounds, etc.) |   |                    |                 |            |             |

| Item | Description   | Estimated Quantity | Unit of Measure | Unit Price | Total Price |
|------|---|--------------------|-----------------|------------|-------------|
| 13.  | Furnish, deliver and transfer to City tank liquid Glycerin Carbon Source to WWTP. | 155,000            | Gallons         | \$         | \$          |

Sole Supplier:

Product delivery within \_\_\_\_\_ days of order placement.

Product is based on minimum delivery of \_\_\_\_\_  
(Specify number of tons, pounds, etc.)

Quality control data representing production of product for the one year prior date included with the bid package? Yes \_\_\_\_\_ No \_\_\_\_\_

Names and addresses of at least three manufacturing facilities where product is stored awaiting delivery included with the bid package? Yes \_\_\_\_\_ No \_\_\_\_\_

| Item | Description   | Estimated Quantity | Unit of Measure | Unit Price | Total Price |
|------|---|--------------------|-----------------|------------|-------------|
| 14.  | Furnish, deliver Ferric Chloride 38% to 42% to WWTP | 936                | Dry Tons        | \$         | \$          |

Sole Supplier:

Product delivery within \_\_\_\_\_ days of order placement.

Product is based on minimum delivery of \_\_\_\_\_  
(Specify number of tons, pounds, etc)

Typical analysis of Ferric Chloride to show compliance with specifications listed herein submitted with the bid documents? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Bidder should write "No-bid" on line items not being bid.

Total Items 1 through 14 \_\_\_\_\_  
(Figures)

Total Items 1 through 14: \_\_\_\_\_  
(Written)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

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



## REFERENCES

List three (3) references for services successfully completed in the last five (5) years. References should also include the local government point of contact in each community/municipality referenced as well as other key organizations which are familiar with the delivered services. Failure to provide the information requested will be considered non-responsive and the bid shall be rejected.

|                                  |  |
|----------------------------------|--|
| Type of Project:                 |  |
| Company Name:                    |  |
| Address:                         |  |
| City, State, Zip Code:           |  |
| Contact Person:                  |  |
| Telephone Number:                |  |
| Dates of Service:                |  |
| Date of Project Completion:      |  |
| Local Gov't Contact for Project: |  |
| Key Organization Contact:        |  |
|                                  |  |
| Type of Project:                 |  |
| Company Name:                    |  |
| Address:                         |  |
| City, State, Zip Code:           |  |
| Contact Person:                  |  |
| Telephone Number:                |  |
| Dates of Service:                |  |
| Date of Project Completion:      |  |
| Local Gov't Contact for Project: |  |
| Key Organization Contact:        |  |
|                                  |  |
| Type of Project:                 |  |
| Company Name:                    |  |
| Address:                         |  |
| City, State, Zip Code:           |  |
| Contact Person:                  |  |
| Telephone Number:                |  |
| Date of Service:                 |  |
| Date of Project Completion:      |  |
| Local Gov't Contact for Project: |  |
| Key Organization Contact:        |  |

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

## EXCEPTIONS AND ADDENDA

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

### EXCEPTIONS:

(If none, write NONE) \_\_\_\_\_

THE CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

Number/Date/Initials

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

# OWNERSHIP DISCLOSURE FORM

COMPANY NAME: \_\_\_\_\_

TYPE OF COMPANY (circle one):

ADDRESS: \_\_\_\_\_

\*Sole Proprietorship

\_\_\_\_\_

\*Partnership

\_\_\_\_\_

\*Corporation

FEIN#: \_\_\_\_\_

\*Limited Liability Corporation

**INSTRUCTIONS:** Provide below the names, offices held and any ownership interest of all officers of the firm. If additional space is necessary, provide on an attached sheet.

| NAME  | OFFICE HELD | OWNERSHIP INTEREST<br>(Shares Owned or % of Partnership) |
|-------|-------------|--|
| _____ | _____       | _____  |
| _____ | _____       | _____  |
| _____ | _____       | _____  |
| _____ | _____       | _____  |

**INSTRUCTIONS:** Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**

| NAME  | OFFICE HELD | OWNERSHIP INTEREST<br>(Shares Owned or % of Partnership) |
|-------|-------------|--|
| _____ | _____       | _____  |
| _____ | _____       | _____  |
| _____ | _____       | _____  |
| _____ | _____       | _____  |

## OWNERSHIP DISCLOSURE FORM – cont'd

| <b>COMPLETE ALL QUESTIONS BELOW</b>  | <b>YES</b> | <b>NO</b> |
|--|------------|-----------|
| 1. Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)  | _____      | _____     |
| 2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)  | _____      | _____     |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)   | _____      | _____     |
| 4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)  | _____      | _____     |
| 5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.) | _____      | _____     |

**CERTIFICATION:** I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that the City of Salisbury is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Salisbury to notify the City in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with the City of Salisbury and the City at its option, may declare any contract(s) resulting from this certification void and unenforceable.

**PRINTED NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

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

**WITNESS:** \_\_\_\_\_

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

**AFFIX CORPORATE SEAL HERE**

**CONTRACTOR'S AFFIDAVIT OF QUALIFICATION TO BID**

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ am the \_\_\_\_\_  
(Printed Name) (Title)

and the duly authorized representative of the Contractor of \_\_\_\_\_ whose address is \_\_\_\_\_  
(Name of corporation)

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

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

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

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

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

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

## NON-COLLUSIVE AFFIDAVIT

\_\_\_\_\_ being first duly sworn,  
deposes and says that:

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness (Print Name)

\_\_\_\_\_  
Witness (Signature)

## CONSTRUCTION SAFETY AND HEALTH STANDARDS

“It is a condition of this Contract, and will be made condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor will not require a laborer or mechanic employed in the performance of the Contract to work in surroundings dangerous to his/her health or safety, as determined under “Construction Safety and Health Standard and Regulation” (Title 29, Code of Federal Regulations, Part 1926, formerly par 1518, as revised from time to time) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the “Contract Work Hours and Safety Standard Act” (83 Stat. 96) and under and Construction Safety and Health Standards and Regulations promulgated by the Commissioner of Labor and Industry in accordance with “Maryland Occupational Safety and Health Act,” Article 89, Sections 28 through 49A inclusive, Annotated Code of Maryland (as the same may be amended from time to time).” **Contractor must sign acknowledgement below.**

I hereby certify that I am familiar with the above standards and will comply with the same:

\_\_\_\_\_ Contractor Certification

\_\_\_\_\_ Date

## **AFFIDAVIT OF DEBTS AND CLAIMS**

The following Affidavit of Payment  
of Debts and Claims must be completed by the  
Contractor before final payment or release  
of retainage by the City.



City of Salisbury  
125 N. Division St. Room 107  
Salisbury, Maryland 21803-4118

County of Wicomico  
State of Maryland

Contractor Name: \_\_\_\_\_

The undersigned hereby certifies that, except as listed below, or on attachment, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the City might in any way be held responsible.

EXCEPTIONS: (If none, write "**NONE**"). If required by the City, the Contractor will furnish bond satisfactory to the City for each exception. If additional space is needed, attach list to this form.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment.

Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose.

Indicate attachment:  
(Yes) (No)

By: \_\_\_\_\_  
President

Subscribed and sworn before me this day of \_\_\_\_\_  
\_\_\_\_\_ (Date)

NOTARY PUBLIC:

\_\_\_\_\_  
(Name)

My Commission expires: \_\_\_\_\_ (Date)