



Washington County Service Authority

Invitation to Bid: Chemicals

- Liquified Chlorine Gas
- Granular Sodium Fluoride
- Liquid Caustic Soda
- Sodium Hypochlorite
- Sulfur Dioxide
- Sodium Thiosulfate
- Sulfuric Acid
- Dechlorination Tablets
- 20% Sodium Permanganate
- Citric Acid
- 23% Hydrofluosilicic Acid
- Hydrogen Sulfide Inhibitor Odor Control
- Odor Neutralizer

Issuance Date: April 16, 2026

Bid Due Date: May 1, 2026

and Time: 2:00 PM (Eastern Daylight Time)

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Instructions to Bidders

This is an Invitation for Bid to establish a contract through competitive sealed bidding for the requested services.

Submittal of Responses:

Washington County Service Authority (WCSA) accepts submittal through eVA's website. Bids must be received before the due date and time listed above. Late responses will not be accepted.

Inquiries:

Please direct all questions concerning this solicitation to Karen Lester at the email address listed above. Any changes resulting from inquiries or otherwise shall be issued through a written addendum.

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A. Overview

The purpose of this Invitation for Bid is to solicit sealed bids to furnish the following chemicals - Chemicals Liquified Chlorine gas, Granular Sodium Fluoride, Liquid Caustic Soda, Sodium Hypochlorite, Sulfur Dioxide, Sodium Thiosulfate, Sulfuric Acid, Dechlorination Tablets, 20% Liquid Sodium Permanganate, Citric Acid, and 23% Hydrofluosilicic Acid, Sanitary Sewer Odor Neutralizer, and Odor Control Chemicals, on an annual basis. This contract may be awarded to a single vendor or multiple vendors, whichever is most advantageous to WCSA. Contracts awarded as a result of this solicitation will be renewable for up to four additional one-year periods.

Chemicals shall be delivered FOB destination to:

Please note, all locations have some access limitations. Details can be provided at request.

WCSA Water Treatment Plant

18385 Jeb Stuart Highway
Abingdon, VA 24211

Mill Creek Water Treatment Plant

16332 Mill Creek Road
Chilhowie, VA 24319

Taylors Valley Pumphouse

37310 Waccamaw Lane
Damascus, VA 24236

Hall Creek Wastewater Treatment Facility

13357 Owens Drive
Glade Springs, VA 24340

Damascus Wastewater Treatment Plant

30071 Drowning Ford Rd.
Damascus, Virginia 24236

King Mill Pike Sewer Lift Station

13194 King Mill Pike,
Bristol, Virginia 24201

Industrial Park Plant

14128 Stonybrook Rd,
Abingdon, Virginia, 24210

Shipping is to include delivery, unloading, and placing chemicals in satisfactory conditions into WCSA's designated areas. Title to and risk of loss for all goods shall remain with the shipper until delivery has been completed and the materials have been inspected, if necessary tested, and accepted by an authorized representative of WCSA. The shipper shall maintain all required insurance, licenses, and certifications necessary to transport, handle, and deliver the materials in accordance with all applicable laws and regulations. Certificate of Analysis must be provided at delivery. Failure to provide a Certificate of Analysis may result in rejection of delivery. For additional terms and conditions, see Section D.

B. Scope of Work / Descriptions

General:

The scope of services involves the supply and delivery of the following materials. The quantities specified in this procurement are good faith projections of requirements and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the precise quantity which will be ordered. That quantity will depend upon actual needs and requirements during the contract period.

If chemical supplier or brand is to change after bids have been accepted, all new documentation will be provided to WCSA to meet the requirements stated below.

All chemicals are to be delivered with a batch specific COA and most current SDS as required by OSHA.

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1. Conditions of Purchase – Liquid Chlorine Gas

A. Material Specifications

Liquid chlorine shall be furnished in pressurized steel cylinders and shall conform to all applicable and current standards of EPA CWA/NPDES; NSF/ANSI 60; AWWA B301; EPA SDWA compliance; Chlorine Institute standards; AWWA, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment.

B. Estimated Quantity

The estimated annual requirement is approximately 28,000 pounds. This quantity is provided for bidding purposes only. WCSA reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

Liquid chlorine shall be supplied in 150-pound steel cylinders. Cylinders shall be exchanged (full for empty) at the time of delivery. The Supplier shall ensure that all cylinders are properly maintained, inspected, and compliant with all applicable U.S. Department of Transportation (DOT) regulations. The Supplier shall also maintain and provide, upon request, documented procedures for cylinder leak detection and emergency response, including appropriate equipment and technical assistance in the event of a chlorine leak involving Supplier's cylinders.

D. Delivery, Shipping, and Payment Terms

Delivery requirements, shipping terms, and payment provisions shall be governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation.

E. Delivery Locations

See addresses and specifications in Section A - Overview

- i. Middle Fork Water Treatment Plant
- ii. Mill Creek Water Treatment Plant
- iii. Taylors Valley Pump House
- iv. Hall Creek Wastewater Treatment Plant
- v. Damascus Wastewater Treatment Plant

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of WCSA.

G. Quote should be based on price per pound.

2. Conditions of Purchase – Liquid Chlorine Gas

A. Material Specifications

Liquid chlorine shall be furnished in pressurized steel cylinders and shall conform to all applicable and current standards of EPA CWA/NPDES; NSF/ANSI 60; AWWA B301; EPA SDWA compliance; Chlorine Institute standards; AWWA, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment.

B. Estimated Quantity

The estimated annual requirement is approximately 70,000 pounds. This quantity is provided for bidding purposes only. WCSA reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

Liquid chlorine shall be supplied in 1-ton steel cylinders. No deposit will be made for cylinders. The Supplier shall ensure that all cylinders are properly maintained, inspected, and compliant with all applicable U.S. Department of Transportation (DOT) regulations. The Supplier shall also maintain and provide, upon request, documented procedures for cylinder leak detection and emergency response, including appropriate equipment and technical assistance in the event of a chlorine leak involving Supplier's cylinders.

D. Delivery, Shipping, and Payment Terms

Delivery, shipping, and payment provisions are governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation. Please note that on-site hoists are restricted to moving bulk chemicals from the ground to the cylinder saddle only; they may not be used to unload cylinders from delivery trucks. Alternative equipment will not be provided to Suppliers for all unloading tasks.

E. Delivery Locations

See addresses and specifications in Section A - Overview

- i. Middle Fork Water Treatment Plant

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of WCSA

G. Quote should be based on price per pound.

3. Conditions of Purchase – Sodium Hypochlorite

A. Material Specifications

12.5% Sodium Hypochlorite (Bleach) solution that shall conform to all applicable and current standards of NSF/ANSI 60; AWWA B300; EPA SDWA, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment.

B. Estimated Quantity

The estimated annual requirement is approximately 450 gallons. This quantity is provided for bidding purposes only. WCSA reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

55-gallon containers.

D. Delivery, Shipping, and Payment Terms

Delivery requirements, shipping terms, and payment provisions shall be governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation. Please note that hoist nor other equipment will be made available to Suppliers for unloading.

E. Delivery Locations

See addresses and specifications in Section A - Overview

- i. Middle Fork Water Treatment Plant
- ii. Mill Creek Water Treatment Plant
- iii. Taylors Valley Water Treatment Plant

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of WCSA.

G. Quote should be based on price per gallon.

4. Conditions of Purchase – Sodium Hypochlorite

A. Material Specifications

12.5% Sodium Hypochlorite (Bleach) Solution that shall conform to all applicable and current standards of NSF/ANSI 60; AWWA B300; EPA SDWA, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment.

B. Estimated Quantity

The estimated annual requirement is approximately 1,500 gallons. This quantity is provided for bidding purposes only. WCSA (WCSA) reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

Intermediate bulk container.

D. Delivery, Shipping, and Payment Terms

Delivery requirements, shipping terms, and payment provisions shall be governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation. Please note that hoist nor other equipment will be made available to Suppliers for unloading.

E. Delivery Locations

See addresses and specifications in Section A - Overview

- i. Middle Fork Water Treatment Plant
- ii. Mill Creek Water Treatment Plant
- iii. Taylors Valley Water Treatment Plant

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of WCSA.

G. Quote should be based on price per gallon.

5. Conditions of Purchase – Sodium Hypochlorite

A. Material Specifications

12.5% Sodium Hypochlorite (Bleach) Solution that shall conform to all applicable and current standards of NSF/ANSI 60; AWWA B300; EPA SDWA, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment.

B. Estimated Quantity

The estimated annual requirement is approximately 7,000 gallons. This quantity is provided for bidding purposes only. WCSA reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

15 Gallon approved plastic container.

D. Delivery, Shipping, and Payment Terms

Delivery requirements, shipping terms, and payment provisions shall be governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation. Please note that hoist nor other equipment will be made available to Suppliers for unloading.

E. Delivery Locations

See addresses and specifications in Section A - Overview

- i. Middle Fork Water Treatment Plant
- ii. Mill Creek Water Treatment Plant
- iii. Taylors Valley Pumphouse

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of WCSA.

G. Quote should be based on price per gallon.

6. Conditions of Purchase – Granular Sodium Fluoride

A. Material Specifications

98% Granular Sodium Fluoride (crystalline or powder ground are not acceptable) that shall conform to all applicable and current standards of NSF/ANSI 60; AWWA B702; EPA fluoridation guidance, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment.

B. Estimated Quantity

The estimated annual requirement is approximately 10,000 pounds. This quantity is provided for bidding purposes only. WCSA reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

50-pound bags.

D. Delivery, Shipping, and Payment Terms

Delivery requirements, shipping terms, and payment provisions shall be governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation. Please note that hoist nor other equipment will be made available to Suppliers for unloading.

E. Delivery Locations

See addresses and specifications in Section A - Overview

- i. Middle Fork Water Treatment Plant
- ii. Mill Creek Water Treatment Plant
- iii. Taylors Valley Water Treatment Plant

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of WCSA.

G. Quote should be based on price per pound.

7. Conditions of Purchase – Hydrofluosilicic Acid 23%

A. Material Specifications

Hydrofluosilicic Acid 23% that shall conform to all applicable and current standards of NSF/ANSI 60; AWWA B703; EPA fluoridation additive guidance, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment. A certified MUL (Maximum Use Level) must be provided at delivery.

B. Estimated Quantity

The estimated annual requirement is approximately 4,500 gallons. This quantity is provided for bidding purposes only. WCSA reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

Bulk - 45,000 lb. (4,500 gal) Tanker Load.

D. Delivery, Shipping, and Payment Terms

Delivery requirements, shipping terms, and payment provisions shall be governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation. Please note that hoist nor other equipment will be made available to Suppliers for unloading.

E. Delivery Locations

See addresses and specifications in Section A - Overview

- i. Middle Fork Water Treatment Plant

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of the WCSA.

G. Quote should be based on price per gallon.

8. Conditions of Purchase – Hydrofluosilicic Acid 23%

A. Material Specifications

Hydrofluosilicic Acid 23% that shall conform to all applicable and current standards of NSF/ANSI 60; AWWA B703; EPA fluoridation additive guidance, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment. A certified MUL (Maximum Use Level) must be provided at delivery.

B. Estimated Quantity

The estimated annual requirement is approximately 150 gallons. This quantity is provided for bidding purposes only. The WCSA reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

55-gallon containers.

D. Delivery, Shipping, and Payment Terms

Delivery requirements, shipping terms, and payment provisions shall be governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation. Please note that hoist nor other equipment will be made available to Suppliers for unloading.

E. Delivery Locations

See addresses and specifications in Section A - Overview

- i. Mill Creek Water Treatment Plant

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of the WCSA.

G. Quote should be based on price per gallon.

9. Conditions of Purchase – Liquid Sulfur Dioxide

A. Material Specifications

Sulfur Dioxide in pressurized steel cylinders that conform to all applicable and current standards of EPA CWA/NPDES; AWWA B512, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment.

B. Estimated Quantity

The estimated annual requirement is approximately 12,000 lbs. per year. This quantity is provided for bidding purposes only. WCSA reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

150 lb. steel cylinders.

D. Delivery, Shipping, and Payment Terms

Delivery requirements, shipping terms, and payment provisions shall be governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation. Please note that hoist nor other equipment will be made available to Suppliers for unloading.

E. Delivery Locations

See addresses and specifications in Section A - Overview

- i. Hall Creek Wastewater Treatment Facility

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of WCSA.

G. Quote should be based on price per pound.

10. Conditions of Purchase – Liquid Caustic Soda

A. Material Specifications

Liquid Caustic Soda (50%) shall conform to all applicable and current standards of NSF/ANSI 60; AWWA B501; EPA SDWA, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment.

B. Estimated Quantity

The estimated annual requirement is approximately 1,000 gallons. This quantity is provided for bidding purposes only. WCSA reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

55-gallon containers.

D. Delivery, Shipping, and Payment Terms

Delivery requirements, shipping terms, and payment provisions shall be governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation. Please note that hoist nor other equipment will be made available to Suppliers for unloading.

E. Delivery Locations

See addresses and specifications in Section A - Overview

- i. Mill Creek Water Treatment Plant

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of WCSA.

G. Quote should be based on price per gallon.

11. Conditions of Purchase – Liquid Caustic Soda

A. Material Specifications

Liquid Caustic Soda (50%) shall conform to all applicable and current standards of NSF/ANSI 60; AWWA B501; EPA SDWA, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment.

B. Estimated Quantity

The estimated annual requirement is approximately 1,375 gallons. This quantity is provided for bidding purposes only. WCSA reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

Intermediate Bulk Container.

D. Delivery, Shipping, and Payment Terms

Delivery requirements, shipping terms, and payment provisions shall be governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation. Please note that hoist nor other equipment will be made available to Suppliers for unloading.

E. Delivery Locations

See addresses and specifications in Section A - Overview

- i. Middle Fork Water Treatment Plant

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of WCSA.

G. Quote should be based on price per gallon.

12. Conditions of Purchase – Sodium Thiosulfate

A. Material Specifications

Sodium Thiosulfate (30%) that shall conform to all applicable and current standards of NSF/ANSI 60; AWWA B404; EPA SDWA, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment.

B. Estimated Quantity

The estimated annual requirement is approximately 150 gallons. This quantity is provided for bidding purposes only. WCSA reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

55-gallon containers.

D. Delivery, Shipping, and Payment Terms

Delivery requirements, shipping terms, and payment provisions shall be governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation. Please note that hoist nor other equipment will be made available to Suppliers for unloading.

E. Delivery Locations

See addresses and specifications in Section A - Overview

- i. Mill Creek Water Treatment Plant

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of WCSA.

G. Quote should be based on price per gallon.

13. Conditions of Purchase – Sulfuric Acid (50%)

A. Material Specifications

Sulfuric Acid (50%) that shall conform to all applicable and current standards of NSF/ANSI 60; AWWA B512; EPA SDWA, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment.

B. Estimated Quantity

The estimated annual requirement is approximately 1,000 gallons. This quantity is provided for bidding purposes only. WCSA reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

55-gallon containers.

D. Delivery, Shipping, and Payment Terms

Delivery requirements, shipping terms, and payment provisions shall be governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation. Please note that hoist nor other equipment will be made available to Suppliers for unloading.

E. Delivery Locations

See addresses and specifications in Section A - Overview

- i. Mill Creek Water Treatment Plant

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of WCSA.

G. Quote should be based on price per gallon.

14. Conditions of Purchase – Dechlorination Tablets

A. Material Specifications

Dechlorination tablets that shall conform to all applicable and current standards of NSF/ANSI 60; EPA dechlorination BMPs, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment.

B. Estimated Quantity

The estimated annual requirement is approximately 900 pounds. This quantity is provided for bidding purposes only. WCSA reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

45-pound pails.

D. Delivery, Shipping, and Payment Terms

Delivery requirements, shipping terms, and payment provisions shall be governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation. Please note that hoist nor other equipment will be made available to Suppliers for unloading.

E. Delivery Locations

See addresses and specifications in Section A - Overview

- i. Middle Fork Water Treatment Plant

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of WCSA.

G. Quote should be based on price per pound.

15. Conditions of Purchase – Sodium Permanganate

A. Material Specifications

20% Sodium Permanganate Solution that shall conform to all applicable and current standards NSF/ANSI 60; AWWA B603, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment.

B. Estimated Quantity

The estimated annual requirement is approximately 2,640 gallons. This quantity is provided for bidding purposes only. WCSA reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

Intermediate Bulk Container.

D. Delivery, Shipping, and Payment Terms

Delivery requirements, shipping terms, and payment provisions shall be governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation. Please note that hoist nor other equipment will be made available to Suppliers for unloading.

E. Delivery Locations

See addresses and specifications in Section A - Overview

- i. Middle Fork Water Treatment Plant

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of WCSA.

G. Quote should be based on price per gallon.

16. Conditions of Purchase – Sodium Bisulfite

A. Material Specifications

Sodium Bisulfite (38%) that shall conform to all applicable and current standards of EPA CWA/NPDES; AWWA B406, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment.

B. Estimated Quantity

The estimated annual requirement is approximately 1700 gallons. This quantity is provided for bidding purposes only. WCSA reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

55-gallon containers.

D. Delivery, Shipping, and Payment Terms

Delivery requirements, shipping terms, and payment provisions shall be governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation. Please note that hoist nor other equipment will be made available to Suppliers for unloading.

E. Delivery Locations

See addresses and specifications in Section A - Overview

- i. Mill Creek Water Treatment Plant
- ii. Damascus Wastewater Treatment Plant

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of WCSA.

G. Quote should be based on price per gallon.

17. Conditions of Purchase – Citric Acid

A. Material Specifications

Citric Acid (50%) that shall conform to all applicable and current standards of NSF/ANSI 60; EPA SDWA, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment.

B. Estimated Quantity

The estimated annual requirement is approximately 1,000 gallons. This quantity is provided for bidding purposes only. WCSA reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

55-gallon containers.

D. Delivery, Shipping, and Payment Terms

Delivery requirements, shipping terms, and payment provisions shall be governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation. Please note that hoist nor other equipment will be made available to Suppliers for unloading.

E. Delivery Locations

See addresses and specifications in Section A - Overview

- i. Mill Creek Water Treatment Plant

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of WCSA.

G. Quote should be based on price per gallon.

18. Conditions of Purchase – Hydrogen Sulfide Inhibitor Odor Control

A. Material Specifications

Odor Control Chemicals that shall conform to all applicable and current standards of EPA CWA/NPDES; SDS (OSHA); DEQ approval for usage, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment.

B. Estimated Quantity

The estimated annual requirement is approximately 18,000 gallons. This quantity is provided for bidding purposes only. The WCSA reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

Bulk storage on site (3000 gallons).

D. Delivery, Shipping, and Payment Terms

Delivery requirements, shipping terms, and payment provisions shall be governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation. Please note that hoist nor other equipment will be made available to Suppliers for unloading.

E. Delivery Locations

See addresses and specifications in Section A - Overview

- i. King Mill Pike Sewer Lift station
- ii. Industrial Park Plant

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of the WCSA.

G. Quote should be based on price per gallon.

19. Conditions of Purchase – Hydrogen Sulfide Inhibitor Odor Control

A. Material Specifications

Odor Control Chemicals that shall conform to all applicable and current standards of EPA CWA/NPDES; SDS (OSHA); DEQ approval for usage, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment.

B. Estimated Quantity

The estimated annual requirement is approximately 18,000 gallons. This quantity is provided for bidding purposes only. The WCSA reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

IBC Totes 330 gallons

D. Delivery, Shipping, and Payment Terms

Delivery requirements, shipping terms, and payment provisions shall be governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation. Please note that hoist nor other equipment will be made available to Suppliers for unloading.

E. Delivery Locations

See addresses and specifications in Section A - Overview

- i. King Mill Pike Sewer Lift station
- ii. Industrial Park Plant

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of the WCSA.

G. Quote should be based on price per gallon.

20. Conditions of Purchase – Odor Neutralizer

A. Material Specifications

Odor Control Chemicals that shall conform to all applicable and current standards of EPA CWA/NPDES; SDS (OSHA); DEQ approval for usage, and the Virginia Department of Health (VDH) for chemicals used in public water supply and/or EPA & DEQ for use in wastewater treatment.

B. Estimated Quantity

The estimated annual requirement is approximately 15000 gallon This quantity is provided for bidding purposes only. The WCSA reserves the right to increase or decrease quantities as operational needs dictate and makes no guarantee of minimum purchase.

C. Containers

Intermediate Bulk Container.

D. Delivery, Shipping, and Payment Terms

Delivery requirements, shipping terms, and payment provisions shall be governed by Section D, E, F, G, & H – Terms and Conditions of this solicitation. Please note that hoist nor other equipment will be made available to Suppliers for unloading.

E. Delivery Locations

See addresses and specifications in Section A – Overview

- i. King Mill Pike Sewer Lift station
- ii. Industrial Park Sewer Plant

F. Compliance with Specifications

All bids must conform to the specifications contained herein. Any bid that materially deviates from these specifications may be rejected at the sole discretion of the WCSA.

G. Quote should be based on price per gallon.

C. Prebid Conference / Site Inspection

All questions, requests for clarification, or requests for additional information regarding this Request for Bids shall be submitted in writing via email to Karen Lester no fewer than five (5) business days prior to the bid closing date. At this time, no pre-bid conference or site inspection is scheduled. However, if sufficient interest or need arises during the solicitation period, WCSA reserves the right to schedule a pre-bid conference and/or site inspection. Any such meeting will be announced through a written addendum to this solicitation. All addenda, including notice of any pre-bid conference or site inspection, will be posted on the eVA website, including the applicable date, time, and location if scheduled. Bidders intending to submit a bid are strongly encouraged to review the solicitation documents thoroughly and submit written inquiries regarding any requirements, specifications, or instructions that may be unclear prior to the deadline for questions.

D. Terms and Conditions

Announcement of Award:

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, results will be available at: <https://wcsawater.com/index.php/procurement/current-bids-proposals/> and <https://eva.virginia.gov/> for a minimum of (10) days and shall serve as the official notice of award. Any bidder/proposer who desires to protest the award decision must do so in writing within ten (10) days of the posting in accordance with §2.2-4360 of the Virginia Public Procurement Act.

Protests shall be submitted to the Authority's designated procurement officer and shall include the basis for the protest and all supporting documentation. A written determination will be issued by the Authority in a reasonable time. Pending final resolution of a protest, the Authority reserves the right to proceed with the award if it is determined to be in the best interest of the public or necessary to meet urgent operational needs.

Annual Economic Price Adjustment:

1. For contracts that include annual renewal options, the Supplier may submit a request for a contract price adjustment once annually for each renewal year before March 31, to go into effect July 01. Any approved adjustment shall apply only to the Supplier's current contract unit price in effect at the time of renewal and shall not be based on a new market baseline or replacement pricing. Economic adjustments shall be limited to the percentage change in the Producer Price Index – Not Seasonally Adjusted (PPI-NSA) for Chemicals and Allied Products (Series ID WPU06) as published by the U.S. Bureau of Labor Statistics for the twelve-month period ending ninety (90) days prior to the end of the current contract year. Requests for contract price adjustments must be submitted in writing at least ninety (90) days prior to the end of the then-current contract year and must include documentation supporting the index change. The PPI Series ID WPU06 shall be the sole index used for price adjustments under this contract, and substitute indexes shall not be accepted. If the PPI Series ID WPU06 is discontinued by the U.S. Bureau of Labor Statistics during the term of the contract, WCSA reserves the right to designate the most comparable successor index.
2. If the applicable index reflects a negative percentage change for the twelve-month period identified above, the Contractor shall reduce the contract unit price by the same percentage for the applicable renewal year.

3. By submitting a bid, the Contractor acknowledges and agrees to the price adjustment provisions contained in Sections A and B for the duration of the contract, including any exercised renewal periods.

Authorization to Transact Business in the Commonwealth of Virginia:

Any bidder organized as a stock or nonstock corporation, limited liability company, business trust, limited partnership, or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if such authorization is required by Title 13.1 or Title 50 of the Code of Virginia, or otherwise required by law.

Any such business entity that enters into a contract with WCSA pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or canceled at any time during the term of the contract, if such authorization is required under Title 13.1 or Title 50.

Pursuant to § 2.2-4311.2 of the Code of Virginia, the bidder shall include in its bid the identification number issued to the bidder by the Virginia State Corporation Commission (SCC). If the bidder is not required to be authorized to transact business in the Commonwealth, the bidder shall include in its bid a statement explaining why such authorization is not required.

Failure of a business entity to remain in compliance with the provisions of this section during the term of the contract may result in the contract being voided by the public body.

Award of Contract:

Awards are made to the lowest responsive and responsible Bidder. WCSA reserves the right to award this contract as a single award or to make multiple awards by individual item or groups of items, as determined to be in the best interest of WCSA. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment or any other discount or rebate is offered, it must be clearly shown in the space provided. WCSA reserves the right to reject any and all bids in whole or in part, to waive informality, and to delete items prior to making an award.

Bid Acceptance Period:

Any bid in response to this solicitation shall be valid for (60) sixty days. At the end of the (60) sixty-day period the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

Bid Documents:

It shall be the responsibility of the Bidders to examine the entire contents of this document carefully. Questions concerning this solicitation must be directed to the inquiry email provided on page 1 of this document and must be received at least (5) five business days prior to the bid opening date. Any changes resulting from inquiries shall be issued by a written amendment from WCSA.

Bid Prices:

Bid shall be in the form of a firm unit price for each item during the contract period. All pricing shall include all delivery charges and shipping terms shall be FOB Destination, freight prepaid, (Bidder pays and bears all freight charges and owns goods in transit).

Brand Names:

Unless otherwise specifically stated in this Invitation to Bid, reference to a particular brand name, manufacturer, product, or supplier is intended only to establish the minimum standard of quality, composition, performance, and characteristics desired by WCSA. Such references shall not be construed as restricting competition.

Bidders may offer the brand specified or a product determined by WCSA to be equal. For chemical products, proposed alternatives must be chemically equivalent and suitable for the intended water or wastewater treatment application and must meet all applicable industry standards and regulatory requirements.

The Bidder shall clearly identify the chemical product being offered, including the manufacturer or supplier name, product name, formulation (if applicable), and any applicable product or catalog number. The Bidder will also provide sufficient supporting documentation, including but not limited to product specifications, safety data sheets (SDS), certification information (such as NSF/ANSI Standard 60 or other applicable standards), and other descriptive literature necessary for WCSA to evaluate the product.

Failure to provide adequate information for evaluation may result in the bid being deemed non-responsive.

Unless the Bidder clearly indicates that an alternate or “equal” product is being proposed, the bid shall be interpreted to offer the specific product referenced in the solicitation.

WCSA shall determine, in its sole discretion, whether a proposed product constitutes an equal. WCSA’s determination regarding equality and compliance with the specifications shall be final.

Confined Space:

Work performed at WCSA facilities may involve entry into confined spaces. Any work requiring entry into, or work performed within, a confined space shall comply with all applicable provisions of the Occupational Safety and Health Administration Confined Space Standard, 29 CFR 1910.146, as adopted and enforced in the Commonwealth of Virginia by the Virginia Occupational Safety and Health Program (VOSH).

Suppliers performing work on WCSA property are solely responsible for complying with all applicable OSHA/VOSH confined space entry requirements and for ensuring the safety and health of their employees and subcontractors. This includes, but is not limited to:

1. Hazard evaluation and identification of confined space risks.
2. Atmospheric testing and monitoring prior to and during entry.
3. Entry permitting and recordkeeping.
4. Rescue procedures and coordination with qualified rescue personnel.
5. Employee training specific to the hazards of the space.
6. Provision, inspection, and proper use of all required personal protective equipment (PPE).

Chlorine & Sulphur Room Safety:

1. For work in chlorine rooms or areas where chlorine gas may be present, suppliers shall comply with the following requirements:
2. Suppliers must provide and require the use of a self-contained breathing apparatus (SCBA), where applicable.
3. Suppliers shall maintain a site-specific Chlorine Room Safety Plan that includes emergency procedures, gas detection, ventilation, and decontamination protocols.
4. Suppliers shall ensure that personnel entering Chlorine & Sulphur IDLH environments are trained in the risks of hazardous gases, proper use of respiratory protection, and emergency evacuation procedures.
5. Only personnel specifically trained and authorized by the supplier shall enter hazardous gas environment or handle hazardous chemicals.
6. Suppliers shall coordinate with Authority personnel regarding access, emergency response, and monitoring requirements prior to initiating work.

WCSA does not assume responsibility or liability for the confined space entry procedures, actions, or safety practices of supplier personnel performing work at Authority facilities. Suppliers remain fully responsible for the safety and health of their employees and subcontractors, including compliance with OSHA, VOSH, and any applicable local regulations.

Contract Documents:

The contract between the parties shall consist of the Invitation for Bids, the bid submitted by the Bidder, any addenda issued prior to bid opening, WCSA's written award letter(s), and any written modifications issued after award. Collectively, these documents shall constitute the Contract Documents.

Bidders are advised that the WCSA does not execute vendor-supplied or standard form contracts. Submission of a bid constitutes the Bidder's acceptance of all terms, conditions, specifications, and requirements contained in the Contract Documents.

Any additional or conflicting terms submitted by the Bidder, including those contained in invoices, acknowledgment forms, or other documents, shall have no force or effect unless expressly accepted in writing by WCSA.

Supplier Experience:

Contractor shall have a minimum of three (3) years' experience in servicing same or similar types of accounts.

Definitions:

The terms "**WCSA**" and/or "**WCSA**" as used herein, shall mean the Washington County Service Authority.

The term "**Supplier**" means the individual, firm, partnership, limited liability company, or corporation identified as such in the Contract. The term includes, where applicable, the plural form and any gender, and shall have the same meaning as "**Contractor**" when referenced in the Contract.

For purposes of the Contract, the term “**Supplier**” also includes the Supplier’s employees, agents, subcontractors, or any third parties engaged, hired, or otherwise acting at the direction or on behalf of the Supplier in the performance of work under the Contract.

Delivery:

Suppliers are required to deliver goods no later than 10 business days after an order is placed. The supplier’s ability to meet this requirement may be considered as an evaluation factor in award decisions.

1. Preferred Delivery Hours: Deliveries should be made between 7:30 a.m. and 3:30 p.m., Monday through Friday, unless otherwise coordinated with WCSA.
2. Quantity and Product Compliance: Suppliers shall deliver the exact quantities and types of materials specified in the order. Materials that differ from the order, in either type or quantity, may be rejected. All freight and delivery costs associated with rejected materials shall be the responsibility of the Supplier.
3. Delivery Guarantee: By submitting a bid, the Supplier guarantees delivery of all contract items within the timeframe specified herein or as indicated in the bid submission. Failure to deliver within the required timeframe, or failure to replace rejected materials, shall constitute a breach of contract and may be grounds for a declaration of default, in addition to any other remedies available to WCSA. In the event of such breach, WCSA has the option to declare the Supplier in default and claim damages as provided in the Liquidated Damages up to of \$1,000 per day or actual documented damages incurred by WCSA, whichever is greater.
4. Delivery Schedule Compliance: Deliveries must adhere to the schedule specified in the bid submission. If a delay is anticipated, the Supplier must provide prompt notice to WCSA. The Supplier is responsible for any costs or damages incurred by WCSA due to delayed deliveries.
5. Security Requirements:
 - i. In the event the Homeland Security Advisory System places the water/wastewater industry in High or Severe alert, all deliveries shall occur between 7:30 a.m. and 2:00 p.m., Monday through Friday, unless otherwise requested by the plant.
 - ii. As each delivery departs the Supplier’s facility, the plant must be advised of the driver’s name, trailer number, and estimated arrival time.
 - iii. Upon arrival, the driver must present photo identification, and the trailer number will be checked and verified prior to unloading.
 - iv. Failure to comply with these procedures may result in delivery refusal at the Supplier’s risk and expense.
6. Emergency Deliveries: Suppliers must confirm their ability to provide emergency services. The Supplier shall acknowledge emergency delivery requests and respond to WCSA’s point of contact within 2 hours during normal operational hours. An emergency delivery is defined as any delivery required in less than 72 hours. Any applicable emergency delivery surcharge must be indicated on the Cost Breakdown Form.

Delivery and Storage:

It shall be the responsibility of the Supplier to make all arrangements for delivery, unloading, receiving and storing materials in the building(s) during installation. WCSA will not assume any responsibility for receiving these shipments. Suppliers shall check with WCSA and make necessary arrangements for security and storage space in the building(s) during installation. Suppliers shall ship, handle, and protect the materials in accordance with the manufacturers' instructions. Materials damaged by improper handling or storage during shipment shall be repaired or replaced by the Supplier as directed by WCSA. During shipment, all materials shall be covered and protected against damage from sunlight, rain, and/or other environmental conditions. All materials shall also be braced and protected from any distortion or damage during shipment. Any damage resulting from improper storage during shipping shall be the basis for rejection of materials. Once unloaded at the storage, WCSA will inspect the delivered materials. Acceptance of the delivered materials will be certified in writing. Any damage to the delivered materials during unloading operations will be the responsibility of the Supplier.

Product Requirements:

All proposed products shall be certified as suitable for contact with drinking water or treatment of drinking water by an accredited and certified organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals-Health Effects. Proof of ANSI/NSF Standard 60 certification shall be submitted with bids and must be current at all times. Any lapse in certification may be grounds for termination of this contract. Proposals with pending or in-process certifications shall not be considered. It is the responsibility of the supplier to inform the WCSA when their NSF certification has been revoked or lapsed within 24 hours of receiving verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract. The Supplier shall submit a Certificate of Analysis listing the product concentration and potential impurities in ACH supplies (pg. viii of AWWA B408-10) with submittal and with each delivery.

E. Delivery Requirements:

1. Regulatory Compliance: Suppliers shall comply with all applicable regulations for tank/truck unloading as established by the U.S. Department of Transportation (DOT), as well as any applicable state and local requirements.
2. Responsibility for Containers: All chemical containers supplied by the Supplier shall remain the sole property and responsibility of the Supplier at all times. The Supplier shall be responsible for the maintenance, condition, and regulatory compliance of all containers provided for the delivery and storage of chemicals. WCSA shall not be responsible for, nor pay, any demurrage, rental, or other container-related charges, unless WCSA has specifically requested in writing that the Supplier leave containers on site beyond the normal delivery period. The Supplier shall remove and retrieve all empty containers at the time of each subsequent delivery, provided such containers are available for pickup. The Supplier shall ensure that all containers are handled, transported, and removed in accordance with all applicable federal, state, and local safety and transportation regulations.
3. Material Conformance Certificate & Control Number: WCSA must be provided with all conformance materials related to any regulatory requirements as stated in this document, testing, analysis, quality assurance documentation, and certification of compliance with applicable industry standards. The batch control number shall be provided to the facility at the time of delivery. Any broken seal prior to acceptance of the batch by WCSA may result in refusal of the delivery.

4. Delivery Documentation: All deliveries must be accompanied by a receiving ticket that includes:
5. Supplier's name
6. Purchase Order and release number (Call Order Number)
7. Date of order and date of delivery
8. Materials furnished, quantity, unit price, and total
9. Name of WCSA's authorized representative placing the order
10. Receiving Ticket Copies: The receiving ticket shall be signed in duplicate by WCSA's designated representative. One copy shall be retained by the employee signing for the delivery, and the second copy shall remain with the Supplier.
11. Pre-Delivery Notification: If requested by WCSA, the Supplier shall call the facility prior to delivery and provide a copy of the driver's license and a Chemical Shipping Itinerary sheet, including the manifest number and all required delivery information.
12. Delivery Timeliness: Suppliers must deliver materials within the timeframe specified in the bid submission. If a delay is anticipated, the Supplier shall notify WCSA as soon as possible. Failure to deliver on time may result in WCSA procuring the material on the open market at the Supplier's risk and expense. Any additional costs incurred due to late delivery shall be borne solely by the Supplier.
13. Right of Rejection: WCSA reserves the unilateral right to reject any late, partial, or non-compliant delivery. Any associated costs shall be the responsibility of the Supplier.
14. Packaging and Safety: WCSA may refuse delivery if chemical packaging is damaged, appears tampered with, or is deemed a safety hazard.
15. Tank/Truck Routing and Unloading: Suppliers shall comply with all DOT and applicable state and local regulations regarding tank/truck routing and unloading.
16. FOB Delivered: All chemicals shall be delivered FOB delivered. All shipping, handling, insurance, and related delivery charges must be included in the unit price for each bid item.
17. Hours of Delivery: Delivery hours shall be determined by WCSA or the applicable treatment facility detailed in regular and emergency hours.
18. Spill and misdelivery Responsibility: Regardless of cause, the Supplier shall be solely responsible for spills or deliveries to the wrong storage locations/tanks. All costs associated with remediation, including but not limited to HazMat response, site cleanup, and tank cleaning, shall be the Supplier's responsibility.

19. Tools and Equipment: Suppliers shall provide and maintain all special tools required to load or dispense chemicals. If pre-set tools (e.g., torque wrenches) are required, the Supplier is responsible for ensuring they function properly. Any damages, leaks, or malfunctions caused by improperly maintained or pre-set tools shall be the Supplier's responsibility.
20. Delivery Vehicle Requirements and Subcontracting: Delivery vehicles must be in good working order and compliant with all federal, state, and local transportation laws. If the Supplier uses a third-party carrier, the Supplier shall provide the carrier's name and a complete list of all state and interstate violations involving the carrier, its drivers, or vehicles within the past two years.

Discounts:

All payment discounts and any other discounts, rebates, or incentives offered by the bidder must be clearly stated in the bid at the time of submission to be considered as part of the award. Discounts, rebates, or incentives not stated in the bid shall not be considered for the award but may be utilized.

Final Inspection:

All chemicals supplied under this contract shall be subject to inspection, sampling, and testing by WCSA upon delivery and/or after unloading to verify compliance with the contract specifications and all applicable regulatory standards. Delivery and unloading of materials shall not constitute acceptance by WCSA. Final acceptance shall occur only after inspection, and any required testing confirms that the materials conform to the contract requirements.

WCSA reserves the right to reject any shipment or portion thereof found to be defective, contaminated, damaged, mislabeled, or otherwise not in compliance with the contract specifications. The Supplier shall promptly remove and replace any rejected materials at no additional cost to WCSA. The Supplier shall bear all costs associated with the removal, transportation, disposal, and replacement of nonconforming materials, including any costs incurred by WCSA as a result of such nonconforming delivery.

Risk of loss or damage to the chemicals shall remain with the Supplier until the materials have been delivered, inspected, and accepted by an authorized WCSA representative. Replacement materials shall meet all contract requirements and shall be delivered within a time frame acceptable to WCSA.

In the event of a dispute regarding product quality, specification compliance, or test results, WCSA reserves the right to submit samples to an independent certified laboratory for analysis. The results of such independent laboratory analysis shall serve as the basis for resolving the dispute. If the independent laboratory determines that the product does not meet the contract specifications, the Supplier shall be responsible for all costs associated with the testing, removal, and replacement of the nonconforming materials.

Hazardous Chemical Communication Program:

In accordance with 29 CFR 1910.119, Supplier personnel may be exposed to hazardous chemicals while working at Washington County Service Authority facilities.

WCSA maintains a complete file of Safety Data Sheets (SDS) for each hazardous chemical at each of its locations. A copy of any and all SDS documents may be obtained upon request.

The Supplier is responsible for ensuring that its personnel working at WCSA facilities are informed of and understand the information contained in the Safety Data Sheets and follow all related safety requirements while on site.

Insurance:

By signing and submitting an offer under this solicitation, the Bidder certifies that if awarded the contract, it will procure and maintain the following insurance coverage at the time the contract is awarded. A current copy of the Bidder's Certificate of Insurance shall be provided upon request.

The Bidder further certifies they will maintain these insurance coverages throughout the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in the Commonwealth of Virginia.

F. Insurance & Liability

Insurance Coverage and Minimum Limits:

By signing and submitting an offer under this solicitation, the Bidder certifies that if awarded the contract, it will procure and maintain the following insurance coverage at the time the contract is awarded. If any subcontractors are involved in performing obligations under the contract, the Bidder shall ensure that such subcontractors also maintain the required insurance coverages. A current copy of the Bidder's Certificate of Insurance shall be provided upon request.

The Bidder further certifies that they will maintain insurance coverages throughout the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in the Commonwealth of Virginia.

Insurance Coverage and Minimum Limits:

Workers' Compensation and Employers' Liability:

1. Workers' Compensation – Statutory coverage in accordance with the laws of the Commonwealth of Virginia.
2. Employers' Liability – Minimum limit of \$500,000 each accident, \$500,000 disease–each employee, \$500,000 disease–policy limit (or higher as required by law).

Commercial General Liability:

Commercial General Liability Insurance on an occurrence basis including coverage for bodily injury, property damage, personal injury, contractual liability, and products and completed operations. Minimum limits:

1. \$1,000,000 per occurrence
2. \$2,000,000 general aggregate
3. \$1,000,000 products and completed operations aggregate. Supplier shall ensure that the Washington County Service Authority (WCSA), its officers, officials, employees, agents, and volunteers are named as additional insureds on this policy with respect to liability arising out of the Supplier's operations.

Automobile Liability:

Commercial Automobile Liability Insurance covering all owned, hired, and non-owned vehicles used in connection with contract performance with a minimum combined single limit of \$1,000,000 per accident for bodily injury and property damage.

Umbrella or Excess Liability (Optional/Recommended):

Supplier may satisfy higher liability limits through umbrella or excess liability coverage. If used, umbrella limits should follow the underlying policy structure and provide coverage at least as broad as the primary policies.

Pollution & Environmental Liability (Recommended for Chemical Suppliers):

Because chemical supply and transport involve inherent environmental risk, Supplier is strongly encouraged to maintain Pollution/Environmental Liability coverage covering sudden and gradual pollution incidents with limits appropriate to the scope of the chemicals supplied (e.g., \$1,000,000 per occurrence, \$2,000,000 general aggregate).

Labeling of Hazardous Substances:

If the items or products supplied under this contract are “hazardous substances” as defined by the Code of Virginia or by Section 1261 of Title 15 of the United States Code (or any successor federal statute), then by submitting a bid, the Supplier certifies and warrants that:

1. All hazardous substances supplied under this contract shall be properly labeled in accordance with applicable federal and state laws and regulations, including but not limited to the Hazard Communication Standard (29 CFR 1910.1200), the Occupational Safety and Health Act, and the Virginia Safety and Health Codes.
2. The delivery, distribution, and furnishing of the items or products under this contract will not violate any prohibitions or requirements of the Code of Virginia, Title 15 U.S.C. § 1261 et seq., or other applicable federal or state laws governing hazardous substances.
3. The Supplier shall comply with all applicable laws, regulations, and standards governing the packaging, labeling, handling, transport, and delivery of hazardous substances, including requirements for Material Safety Data Sheets (MSDS) and hazard communication.

G. Virginia Laws & Regulations

Laws and Regulations:

The Supplier shall give all notices and comply with all laws, ordinances, regulations and lawful orders of any public authority bearing on the performance of the work.

This contract and all other contracts and subcontracts are subject to the provisions of the Code of Virginia relating to labor unions and the "right to work," and all Suppliers and Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all the said provisions.

The provisions of all regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under the Code of Virginia, shall apply to all work under this contract.

H. WCSA & Virginia Procurement

Small, Women-Owned, Veteran-Owned, and Minority-Owned Businesses Subcontracting:

Where it is practical for any portion of the awarded contract to be subcontracted, the Supplier is encouraged to offer such work to small, women-owned, veteran-owned, or minority-owned businesses. Names of certified small, women-owned, veteran-owned, and minority-owned firms may be obtained from the Virginia Department of Small Business and Supplier Diversity.

MSDS Reports:

Provide the following MSDS related documentation:

1. A copy of the most current MSDS Report for each chemical being bid by Supplier must be included with bid submission.
2. National Sanitation Foundation certification for the quoted chemical, by the manufacturer for drinking water, and
3. Chemical certificate of analysis for all chemicals

Negotiation with the Lowest Bidder:

If the lowest responsive and responsible bid exceeds the funds available for the Contract, WCSA may negotiate with the lowest responsive and responsible bidder to obtain a contract price within available funds, in accordance with Virginia Public Procurement Act. For purposes of this provision, “available funds” shall mean those funds that were appropriated, budgeted, or otherwise made available by WCSA for this procurement prior to the issuance of this Invitation for Bids. Negotiations may include modifications to the scope of work, specifications, quantities, delivery schedules, or other contractual requirements, as well as adjustments to the contract price, provided that any negotiated agreement remains within the available funds. If WCSA elects to initiate negotiations under this provision, written notice will be provided to the lowest responsive and responsible bidder stating that the bid exceeds available funds and that WCSA intends to negotiate a contract price within available funds. The time, place, and manner of negotiations shall be determined by WCSA and communicated to the bidder. If negotiations with the lowest responsive and responsible bidder do not result in a contract within available funds, WCSA reserves the right to reject all bids and re-solicit the procurement or pursue any other action permitted by law.

Order Placement:

Orders for chemicals under this contract shall be placed by WCSA via email to the Supplier’s designated ordering contact. Each order will include all pertinent information necessary to fulfill the request, including but not limited to:

1. The chemical product name and applicable chemical identification information.
2. The quantity requested.
3. The requested delivery date, which shall be no fewer than ten (10) business days from the date the order is submitted, unless otherwise mutually agreed upon.
4. The designated delivery location.
5. Any special instructions.

The Supplier shall acknowledge receipt of each order within a reasonable time and shall make delivery in accordance with the requested delivery date unless otherwise approved by WCSA. All deliveries shall be made in accordance with the terms and conditions of this solicitation and any resulting contract.

Ownership Rights:

WCSA shall retain all ownership rights to all printing materials, photographs, video and audio recordings, special maps, and similar deliverables produced under this contract. All artwork, camera-ready copy, negatives, dies, photographs, and other materials used to produce such items shall become the property of WCSA upon completion of the work.

The Supplier shall provide all such items and materials to WCSA upon request at no additional charge.

Pass-through Price Increases and Decreases:

1. Increases:

- i. WCSA recognizes that a Supplier's direct cost of materials or transportation may increase due to circumstances beyond the Supplier's control. WCSA may consider written requests from the Supplier for pass-through price increases when supported by sufficient documentation demonstrating that the increase has been imposed by the Supplier's direct manufacturer or supplier. Any request for a pass-through increase shall include documentation verifying the Supplier's actual cost increase from its manufacturer or primary supplier. Only the documented increase in the Supplier's direct cost will be considered. WCSA reserves the sole right to approve or reject any request for a pass-through price increase. Approved adjustments shall not exceed the verified cost increase incurred by the Supplier and shall apply only during the then-current contract year.

2. Decreases:

- i. Any approved pass-through price increase shall automatically expire at the end of the current contract year. Upon expiration, pricing shall revert to the contract rate in effect prior to the approved adjustment unless otherwise modified through a contract renewal or approved economic price adjustment.
- ii. If the Supplier's underlying cost increase is reduced or eliminated during the contract year, the Supplier shall immediately notify WCSA and the pass-through adjustment shall be reduced or eliminated accordingly.

3. Limitations:

- i. Pass-through price adjustments shall not be granted as a result of poor planning, market speculation, inventory management decisions, or other circumstances within the control of the Supplier. Requests for pass-through price increases will not be considered during the first six (6) months of any contract year. All requests must be submitted in writing and must include sufficient supporting documentation. Approved price adjustments shall become effective on the date WCSA receives the written request and supporting documentation and shall not be applied retroactively.

Preparation and Submission of Bids:

All bids must include the Bidder's full business address and be signed by an authorized representative.

1. Partnerships: Must include the full names of all partners and be signed by one partner or an authorized representative, with the signer's title indicated.
2. Corporations: Must be signed using the legal corporate name followed by the state of incorporation, with the signature of the president, secretary, or other authorized officer. The signer's title must be indicated, and the name must be typed or printed below the signature.

A bid signed only with a title (e.g., "President" or "Agent") without identifying the principal may be considered the individual's bid. Upon request, WCSA may require proof of the signer's authority to bind the Bidder.

Prime Supplier Responsibilities:

The Supplier shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Supplier. The Supplier agrees that he is fully responsible for the acts and omissions of their employees, agents, subcontractors, or any third parties engaged, hired, or otherwise acting at the direction or on behalf of the Supplier in the performance of work under the Contract.

Priority Customer:

By submitting a bid in response to this solicitation, Bidder understands and acknowledges that WCSA provides services that are essential to the health and welfare of the public. Failure of a Supplier to provide chemicals under any Contract issued pursuant to the terms, conditions, and specifications contained in this IFB may jeopardize WCSA's ability to provide timely services, which may affect the health and welfare of the public served by WCSA. In the event of product shortages at any level of the production or delivery chain, Supplier agrees and affirms that WCSA will be given the earliest possible notice and the highest priority for allocation of the item(s) listed herein. To the extent that the Supplier must prioritize and/or allocate delivery among its customers, the requirements of WCSA will be honored before chemicals are provided to a customer with no obligations with regard to the public health and welfare. To the extent that chemicals are insufficient to meet the requirements of all of the clients who are responsible for the health and welfare of the public, the Chemicals will be allocated in a manner deemed to be fair and reasonable to all such clients.

Protection of Persons and Property:

The Supplier expressly undertakes, both directly and through its employees, agents, subcontractors, or any third parties engaged, hired, or otherwise acting at the direction or on behalf of the Supplier in the performance of work under the Contract, to take every precaution at all times for the protection of persons and property, including WCSA's employees and property and its own.

The Supplier shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

The Supplier shall continuously maintain adequate protection of all work from damage and shall protect WCSA's property from injury or loss arising in connection with this contract. The Supplier shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of WCSA. The Supplier shall adequately protect adjacent property as provided by law and the Contract Documents, and shall provide and maintain all passageways, guard fences, lights and facilities for protection required by public authority, local conditions, or any of the Contract Documents.

Qualifications of Bidders:

WCSA may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder shall furnish to WCSA all such information and data for this purpose as may be requested. WCSA reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. WCSA further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of such Bidder fails to satisfy WCSA that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

Receipt and Opening of Bids:

It is the responsibility of the Bidder to assure that the bid is submitted prior to the time set for receipt of bids. No bid received after the time designated for receipt of bids shall be considered. All times listed in WCSA's Solicitation is Eastern Daylight Time.

Bids received in response to an Invitation for Bid will be opened at the time and place stated in the solicitation and Bidders' names and prices made public for the information of Bidders and others interested who may be present either in person or by representative. The official or agent of WCSA, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any official or agent for the premature opening of a bid not properly addressed and identified. No decisions relating to an award of a contract shall be made at the bid opening.

References:

WCSA may request that the Bidder submit (4) four references with their bid. References furnished must be for similar types of goods/services requested in this solicitation.

Shipping:

While most purchases under this contract will be delivered directly, there may be occasions when chemicals are shipped. In such cases, the Supplier shall ship all chemicals in accordance with standard commercial practices and in full compliance with all applicable Federal, State, and local laws and regulations.

The Supplier shall be solely responsible for all shipments, including any risk of loss, damage, or delay, until the chemicals are received and accepted at the designated delivery location, regardless of whether delivery is made directly by the Supplier, via an agreed-upon drop shipment, or through a common carrier. The Supplier shall ensure that all shipments are properly packaged, labeled, and documented in accordance with applicable regulatory requirements, and shall maintain all necessary insurance, permits, and certifications to transport and handle the chemicals safely.

Upon delivery, WCSA or its authorized representative shall inspect all shipments. Chemicals will be deemed accepted only after inspection confirms conformity with the contract specifications, quantities, and required condition. Any damaged, non-conforming, or otherwise unacceptable materials may be rejected at the sole discretion of WCSA. The Supplier shall promptly replace or correct rejected shipments at no cost to WCSA, and all risk of loss shall remain with the Supplier until acceptable materials have been received and formally accepted.

Silence of Specification:

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made based on this statement.

Spill Containment and Clean-up:

The Supplier shall implement its emergency spill cleanup plan in the event of a spill and notify all pertinent agencies. The Supplier shall notify WCSA immediately upon occurrence of the spill and keep WCSA informed of the status of cleanup operations.

Spot Testing of Chemicals at Time of Delivery:

WCSA reserves the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the bid specification will be sufficient reason for rejection of the shipment. Should a shipment be rejected, it will be returned to the Supplier, who shall pay all handling and shipping charges in both directions. Upon notice of rejection of a shipment, the Supplier shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event the Supplier is unable to promptly furnish the chemical of acceptable quality, WCSA will obtain the chemical elsewhere. Any additional cost incurred by WCSA will be charged to the Supplier either as a credit against an outstanding invoice or as an invoice for immediate reimbursement.

Subcontracts:

No portion of the work shall be subcontracted without prior written consent from Washington County Service Authority. If the Supplier desires to subcontract some part of the work specified herein, the Supplier shall furnish Washington County Service Authority the names, qualifications and experience of their proposed subcontractors. The Supplier shall, however, remain fully liable and responsible for the work to be done by its subcontractors(s) and shall assure compliance with all requirements of the contract.

Superintendence by Supplier:

The Supplier shall be responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract except where otherwise specified in the Contract Documents. The Supplier shall always maintain strict discipline and good order among its personnel performing work under this contract. Only qualified, trained, and competent personnel shall be assigned to perform work, and the Supplier shall not employ any individual who is unfit, unqualified, or unable to safely perform the assigned tasks.

The Supplier shall ensure that all personnel comply with WCSA safety rules, site access requirements, and applicable federal, state, and local regulations while on WCSA property. The Supplier is responsible for supervising its personnel and for removing from WCSA facilities any individual whose conduct, competence, or behavior is deemed unsatisfactory by WCSA.

Use of Premises and Removal of Debris:

The Supplier expressly undertakes, either directly or through its Subcontractor:

1. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work.
2. To store its apparatus, materials, supplies, and equipment in such an orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of Washinton County Service Authority or any other Contractor.
3. To place upon work or any part thereof only such loads as are consistent with the safety of that portion of work.
4. The Supplier shall take all necessary actions to ensure that the delivery, handling, or placement of chemicals conforms to the contract requirements, specifications, and WCSA site procedures. The Supplier shall not interfere with, alter, or damage the work, equipment, or property of WCSA or any other supplier or contractor on site without prior written consent from WCSA.
5. The Supplier shall exercise care to prevent any damage, contamination, or unsafe conditions during delivery, handling, or storage of chemicals, and all work shall be performed in a professional and safe manner consistent with best industry practices.
6. To clean up frequently all refuse, rubbish, scrap materials and debris caused by its operation, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.

Virginia Department of Health Requirements:

The Virginia Department of Health (VDH) requires that all containers are labeled in accordance with all applicable federal regulations. The Supplier is responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the contract. Failure to maintain compliance as specified in this paragraph or elsewhere in this IFB will result in termination of the contract.

Waiver:

Washington County Service Authority reserves the right to waive informalities, award bids/proposals received based on individual items, or groups of items, or on the entire list of items, to reject any or all bids/proposals received, or any part thereof, which is in the best interests of WCSA. The Contracting Officer's decision shall be final.

Warranty:

By submitting a bid in response to this solicitation, Bidder understands and acknowledges that WCSA provides services that are essential to the health and welfare of the public. Failure of a Contractor to provide chemicals under any Contract issued pursuant to the terms, conditions, and specifications contained in this IFB may jeopardize WCSA's ability to provide timely services, which may affect the health and welfare of the public served by Washington County Service Authority. In the event of product shortages at any level of the production and/or delivery chain, Bidder agrees and affirms that Owners will be given the earliest possible notice and the highest priority for allocation of the item(s) listed herein. To the extent that the Supplier must prioritize and/or allocate delivery among its customers, the requirements of WCSA will be honored before chemicals are provided to a customer with no obligations regarding the public health and welfare. To the extent that chemicals are insufficient to meet the requirements of all of the clients who are responsible for the health and welfare of the public, the Chemicals will be allocated in a manner deemed to be fair and reasonable to all such clients. This is repetitive. Do we need to keep it in both places?

1. Standards Compliance: Conform to the most current NSF/ANSI/AWWA standards applicable to water and/or wastewater treatment chemicals.
2. Specification Conformance: Meet all requirements of the chemical specifications contained in this solicitation.
3. Suitability: Are suitable for use in a public drinking water supply and/or wastewater treatment system.
4. Purity: Are free from adulterants, contaminants, or impurities of any kind.
5. Merchantability and Fitness: In addition to any other warranties expressed or implied, the warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.
6. Verification: WCSA reserves the right to require independent laboratory testing to verify chemical quality and conformance to specifications. The Supplier shall be responsible for all costs associated with testing if the product is found not to meet contract requirements.
7. Remedy: If any supplied chemicals are found to be defective, nonconforming, or unsuitable for their intended purpose, the Supplier shall replace the material at no cost to WCSA and shall be responsible for any associated costs incurred by WCSA, including disposal of nonconforming chemicals and corrective actions required to maintain treatment operations.
8. Warranty Period: All warranties shall remain in effect for the duration of the contract and for any period during which the chemical is used in WCSA facilities.

If at any time, any chemical supplied by the vendor fails to conform to the specifications, then the Supplier shall, at no additional cost to Washington County Service Authority promptly replace any such chemical. If the Supplier is unable to remedy such nonconformity during a time period consistent with the requirements, WCSA may undertake to remedy the nonconformity and in such a case the Supplier shall reimburse WCSA for any costs thereby incurred.

Warranty of Materials and Workmanship:

The Supplier warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Supplier further warrants that all workmanship shall be first class and in accordance with Contract Documents and shall be performed by persons qualified in their respective trades.

1. Work not conforming to these warranties shall be considered defective.
2. This warranty of materials and workmanship is separate and independent from any other guarantees in this Contract.

Withdrawal or Modification of Offers Prior to Due Date:

Offers may be withdrawn or modified by written notice received from the Bidders prior to the time fixed for offer receipt.

Work Site Damages:

Any damage to existing utilities, finished surfaces, or equipment, including Washington County Service Authority, employee or other vehicles on site, resulting from the performance of this contract shall be repaired to WCSA's satisfaction at the Supplier's expense.

Payments:

Payments will be made within 30 days after submission of invoice, delivery, or completion of service, whichever occurs last. Payment is made by invoices with reference to the purchase order and directed to ap@wcsa-water.com

Pricing:

Bid shall be in the form of a firm unit price for each item during the contract period. All pricing shall include all delivery charges and shipping terms shall be FOB Destination freight prepaid, (Bidder pays and bears all freight charges and owns goods in transit). All pricing must be submitted on WCSA's Solicitation Form.

Attachments:

1. Proof of Authority to Transact Business in Virginia Form
2. Bid Form

I. Appendices

ATTACHMENT 1

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code § 2.2-4311.2, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/proposal the identification number issued to it by the State Corporation Commission (“SCC”). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Any bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by Washington County Service Authority.

If this bid/proposal for goods or services is accepted by Washington County Service Authority, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information:

- Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder’s Identification Number issued to it by the SCC is _____.
- Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder’s Identification Number issued to it by the SCC is _____.
- Bidder does not have an Identification Number issued to it by the SCC and such bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder

Date

Authorized Signature

ATTACHMENT 2

BID FORM

Please submit one form for each chemical.

Annual Supply of:

- | | |
|---------------------------------------------------|------------------------------------------------------------------|
| <input type="checkbox"/> Liquified Chlorine Gas | <input type="checkbox"/> Dechlorination Tablets |
| <input type="checkbox"/> Granular Sodium Fluoride | <input type="checkbox"/> 20% Sodium Permanganate |
| <input type="checkbox"/> Liquid Caustic Soda | <input type="checkbox"/> Citric Acid |
| <input type="checkbox"/> Sodium Hypochlorite | <input type="checkbox"/> 23% Hydrofluosilicic Acid |
| <input type="checkbox"/> Sulfur Dioxide | <input type="checkbox"/> Sodium Bisulfite |
| <input type="checkbox"/> Sodium Thiosulfate | <input type="checkbox"/> Hydrogen Sulfide Inhibitor Odor Control |
| <input type="checkbox"/> Sulfuric Acid | <input type="checkbox"/> Odor Neutralizer |

Due Date: May 1, 2026. 2:00p.m. (Eastern Daylight Time).

Washington County Service Authority reserves the right, at its sole discretion, to award a contract resulting from this solicitation. Award will be made to the responsive and responsible bidder whose bid is determined to be most advantageous to Washington County Service Authority, taking into consideration several factors, including but not limited to the lowest total lump sum cost.

Supplier Name: _____

Date: _____

Guaranteed Lead Time: _____

Transportation Type: _____

Chemical: _____

Standard Container Size & Composition: _____

Price: _____ **Per:** _____

Notes: _____
