



WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS
 INVITATION FOR BID
 CHEMICAL TREATMENT OF WATER
 IFB #: 11-0046

The Williamsburg-James City County Public School is accepting sealed bids from qualified vendors to provide labor and materials required for the chemical treatment of water for the Williamsburg-James City County Public Schools.
Issue Date: July 5, 2011 **Due Date: August 2, 2011 @ 2:00 p.m.**

All IFB's shall be mailed or delivered to:

*Williamsburg-James City County Public Schools
 Purchasing Office
 (Physical address) 101 Mounts Bay Rd., Bldg. F
 Williamsburg, VA 23185*

*(Mailing address) PO Box 8784
 Williamsburg VA 23187*

All bids must be received by the date and time given. Late bids will not be accepted. Questions about specifications or solicitation documents by the prospective Offeror should be addressed in writing, a minimum of seven (7) business days prior to bid opening to:

**Kitty Hall, Senior Buyer
 (757)253-6644/6646
 Fax: (757)253-6753**

khall@james-city.va.us halkk@wjcc.k12.va.us

Any revisions to the solicitation will be made only by written addendum issued by Williamsburg-James City County Public Schools.

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.. In compliance with this Invitation for Bid and all the conditions imposed herein, the undersigned offers and agrees to furnish the commodities in accordance with the signed bid or as mutually agreed upon by subsequent negotiations.

Name and Address:

Telephone #: _____

Fax #: _____

Submitted by: _____
 (Print name)

Date: _____

Signature

FIN/SSN: _____

**CERTIFICATION PAGE
 RETURN THIS PAGE WITH PROPOSAL SUBMISSION**

TERMS AND CONDITIONS

1. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the courts resolved in the Circuit Court of James City County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
2. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Williamsburg-James City County Public Schools. By submitting their bids, all Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier manufacturer or subcontractor in connection with their bid, and that they have not conferred any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
3. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, the bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
4. **ANTI-TRUST:** By entering into a contract, the Bidder conveys, sells, assigns, and transfers to the Williamsburg-James City County Public Schools all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and the Williamsburg-James City County, relating to the particular goods or services purchased or acquired by the Williamsburg-James City County Public Schools under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
5. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
 1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Williamsburg-James City County Public Schools for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the Williamsburg-James City County Public Schools and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Williamsburg-James City County Public Schools, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be obligation of the Williamsburg-James City County Public Schools.
6. **TAXES:** Williamsburg-James City County Public Schools are normally exempt from all direct State and Federal tax. Exempt certificates will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes.
7. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Williamsburg-James City County Public Schools may make such reasonable investigations as deemed proper and necessary to

determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to Williamsburg-James City County Public Schools all such information and data for this purpose as may be requested. The Williamsburg-James City County Public Schools reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Williamsburg-James City County Public Schools further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the Williamsburg-James City County Public Schools that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

8. TESTING AND INSPECTION: The Williamsburg-James City County Public Schools reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.
9. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Supervisor of Procurement.
10. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Williamsburg-James City County Public Schools, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Williamsburg-James City County Public Schools may have.
11. NON-APPROPRIATION: All funds for payments of items ordered under this agreement are subject to the availability of Williamsburg-James City County Public Schools appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event of non-appropriation of funds by the Williamsburg-James City County Public Schools for the items under this contract, the Williamsburg-James City County Public Schools will terminate this contract. Written notice will be provided to the contractor as soon as possible after Williamsburg-James City County Public Schools action is completed.
12. ANTI-DISCRIMINATION: By submitting their bids, Bidders certify to the Williamsburg-James City County Public Schools that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000 the provisions in A and B below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, handicap, sex or national origin, except where religion, sex or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

13. DEBARMENT STATUS: By submitting their bids or proposals, Bidders or Offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of Williamsburg-James City County Public Schools, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of Williamsburg-James City County Public Schools.
14. MANDATORY USE OF BID FORM AND TERMS AND CONDITIONS: Failure to submit a bid on the official Williamsburg-James City County Public Schools form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the invitation for bid may be cause for rejection of the bid; however, the Williamsburg-James City County Public Schools reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the Williamsburg-James City County Public Schools may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
15. INVOICES: Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Williamsburg-James City County Public Schools IFB/RFP number and/or purchase order number.
16. PAYMENT TERMS: Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last.
17. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders or Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder or Offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Williamsburg-James City County Public Schools to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder/Offeror clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
18. TRANSPORTATION AND PACKAGING: By submitting their bids or proposals, all Bidders or Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity
19. DISPUTES: Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.

20. **PROTEST OF AWARD OR DECISION TO AWARD:** Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Supervisor of Procurement no later than ten (10) days after the award announcement or the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought.
21. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Williamsburg-James City County Public Schools, whichever is sooner. The agency, its authorized agents, and/or Williamsburg-James City County Public Schools auditors shall have full access to and the right to examine any of said materials during said period.
22. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
23. **AWARD OF CONTRACT:** Awards shall be to the lowest responsive and responsible Bidder. 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 is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The Williamsburg-James City County Public Schools reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
24. **BID PRICES:** Each bid shall be in the form of a firm unit price for each item during the contract period.
23. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
24. **RENEWAL OF CONTRACT:** This contract may be renewed by the Williamsburg-James City County Public Schools upon written agreement of both parties for two additional contract periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
27. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the Bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract the Williamsburg-James City County Public Schools reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

CONTRACTORS INSURANCE

1. The Contractor shall purchase and maintain during the life of this contract such Comprehensive General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor's performance of the Work and Contractor's other obligations under the contract documents, whether such performance is by Contractor, or by subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility therefore. The Contractor further agrees that all limits will be made available which are excess of the amounts below:

A. Workers Compensation and Employers Liability

Coverage A - Statutory
Coverage B - \$100,000/\$100,000/\$500,000

A broad form of all states endorsement should be attached.

B. Commercial General Liability Including Contractual and Completed Operations.

Limit of Liability \$1,000,000 Per Occurrence

C. Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage

Limit of Liability \$1,000,000 Per Occurrence

The Contractor shall purchase and maintain during the life of this Contract such commercial automobile liability insurance including employer's non-ownership liability and hired car liability insurance to protect him and any subcontractors performing work covered by this Contract from claims for damages, whether such operations be by him or any subcontractor, or by anyone directly or indirectly employed by either of them.

D. Excess Liability

Contractors have the option of meeting the insurance requirements of B and C above with a single primary policy or by providing evidence of an excess policy that, in addition to the primary policy, provides the coverage and meets the limit requirements of the coverage as specified in B and C.

E. Self Insured Retentions, Deductibles and Aggregate Limits

All self insured retentions, deductibles and aggregate limits on any required insurance must be disclosed and approved by the James City County Risk Management Director.

2. The Contractor shall file with the County, as herein before required, satisfactory proof of acceptable insurance coverage. Such proof shall, unless otherwise required by the County, consist of the following:

A. Certificates of insurance on the insurance carrier's standard form indicating all policies required by law and the Contract documents. Certificates of insurance shall be furnished in a number of copies equal to the number of counterparts of the Contract documents executed. Contractor shall notify County immediately if Contractor receives notification of non-renewal or cancellation.

Williamsburg-James City County Public Schools shall be named as an Additional Insured on a Commercial General Liability on a primary basis. James City County's or James City Service Authority's Commercial General Liability shall not contribute in any loss payment insured under the Contractor's Commercial General Liability policy.

28. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted only for changes in the Contractor's cost not to exceed 5%.

No price increases will be authorized for 180 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only where verified to the satisfaction of the purchasing officer.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials.

Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Williamsburg-James City County Public Schools; and (2) verify the amount of percentage of increase which is being passed on to the Contractor by the Contractor's suppliers.

The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

29. **PRODUCT INFORMATION:** The Bidder/Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the Williamsburg-James City County Public Schools to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered non-responsive.
30. **PRODUCTS OR MATERIALS NOT TO SPECIFICATIONS:** The right is reserved to cancel any contract and reject deliveries of any products or materials not in accordance with the specifications. All returns or exchanges shall be at the contractor's expense. The Williamsburg-James City County Public Schools shall be the sole and final judge.
31. **QUALITY:** All contracts, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.
32. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
33. **WORK SITE DAMAGES:** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Williamsburg-James City County Public Schools satisfaction at the Contractor's expense.
34. **RECEIPT AND OPENING OF BIDS**
 - a. It is the responsibility of the bidder to assure that the bid is delivered to the place designated for receipt of bids prior to the time set for receipt of bids. No bid received after the time designated for receipt of bids shall be considered. The bids shall be opened one day following the time fixed by the Williamsburg-James City County Public Schools for the submission of bids.
 - b. Bids received in response to an Invitation for Bids 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 officer or agent of the Williamsburg-James City County Public Schools, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.

35. WITHDRAWAL OF BID DUE TO ERROR

- a. The Bidder shall submit to the Williamsburg-James City County Public Schools or designated official his original work papers, documents and materials used in the preparation of the bid within one day after the date fixed for submission of bids. The work papers shall be delivered by the Bidder in person or by registered mail at or prior to the time fixed for the opening of bids. The bids shall be opened one day following the time fixed by the Williamsburg-James City County Public Schools for the submission of bids. Thereafter, the Bidder shall have two hours after the opening of bids within which to claim in writing any mistake as defined herein and withdraw his bid. The contract shall not be awarded by the Williamsburg-James City County Public Schools until the two-hour period has elapsed. Such mistake shall be proved only from the original work papers, documents and materials delivered as required herein. (Section 2.2-4330 a. (ii) Code of Virginia)
- b. No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent.
- c. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- d. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- e. If the Williamsburg-James City County Public Schools; denies the withdrawal of a bid under the provisions of this section, it shall notify the Bidder in writing stating the reasons for its decision and award the contract to such Bidder at the bid price(s), provided such Bidder is a responsive and responsible Bidder.

36. CONTRACTOR'S LICENSE

Contractor shall be properly licensed as required by the Commonwealth of Virginia.

37. Felony Conviction: The Contractor acknowledges and certifies that all employees of the contractor and sub-contractors performing work on school division property are not convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. The contractor further acknowledges and certifies that it understands that allowing any person subject to the direct or indirect control of the contractor to perform work or enter on school division property if such person has been convicted of such a crime constitutes a breach of contract and may result in default action being taken by the school division in addition to any criminal penalties that may result from such conduct.

38. DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on agency's property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and,
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the agency in addition to any criminal penalties that may result from such conduct.

39. NOTICE OF AWARD: Upon final approval by the WJCC School Board, notice of contract award will be publicly posted in the Purchasing Office.

40. SCC REGISTRATION

Pursuant to competitive sealed bidding or competitive negotiation, all bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 are required to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror 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 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS
Invitation for Bid
Chemical Treatment of Water
IFB # 11-0046

1. SCOPE OF WORK

The successful contractor shall provide all chemicals necessary to maintain the systems at seventeen (17) locations listed on attachment A for a fixed monthly fee for each location. The successful contractor shall also provide required training of WJCC employees and inspect WJCC equipment on an established schedule. If any additional schools open prior to any contract resulting from this invitation to bid expires, they will also be added to the contract. Pricing for additional schools will be negotiated with the selected contractor at the time of contract renewal or the acceptance of new schools, whichever occurs first.

2. CONTRACTOR'S RESPONSIBILITIES

2.1 The contractor's chemical treatment program shall be designed and administered for maximum energy efficiency and cycles of concentration so as to prevent scale formation, minimize corrosion of water systems, maintains the systems free of sludge build-up and foam, and requires minimum blow-down. In the event the contractor's chemical treatment programs fail to perform, the contractor shall be responsible for the cost of cleaning and repairing the system and for taking such corrective action as to preclude future problems at no additional cost to the School System or the contractor will be held in default.

2.2 The contractor shall be responsible to instruct and train the owner's personnel in the proper administration and analysis of the chemicals used in the treatment program, to outline procedures necessary to assure safe handling and storage of the chemicals, and to recommend safety equipment for the handling and clean-up of chemicals. The period of training shall be as required to assure the contractor that the owner's personnel fully understand the procedures for testing and applying the water treatment program.

2.3 The contractor's technical service representative shall make unannounced visits after the training period to each site approximately every 30 days during normal working hours and days from 7:00 a.m. to 3:00 p.m., while making not less than 12 visits per year except as otherwise directed or approved. During these visits, the service representative shall inspect all equipment, including user's daily reports, and perform all analysis required at the site necessary to determine that the water treatment program is being administered properly, that the analysis performed by the user's personnel are accurate and that the program is operating at optimum performance. The service representative shall provide on-site verbal and written instructions to the using agencies supervisor on any changes in the program requirements and noted deficiencies. The Operations Center shall receive a copy of all written instructions in the form of a service report, which shall also include recommended control ranges and results of analysis by the service representative at the time of his visit. The contractor shall perform on-site water analysis and provide written recommendations at the time of the service visit; however, a central laboratory shall also be provided for periodic verification to field analysis and recommendations at least once every six (6) months or more often to correct problem matters.

2.4 Service to be provided by contractor shall include, but not necessarily be limited to:

2.4.1 Initial and detailed survey of all phases of the physical plant where water treatment is required. Provide chemical treatment program and operations manual for each facility.

2.4.2 Training of operating personnel covering all phases of analytical testing and treatment procedures including a detailed operating manual noting chemical control, testing procedures, review of safety data sheets and safety precautions, etc.

2.4.3 Sufficient time spent with operating personnel during the initial phase of the treatment program to insure that testing methods and treatment are properly maintained according to the contractor's recommended

program.

- 2.4.4 Contractor's technical service representative shall make an unannounced visit to each site approximately every 30 days except as otherwise directed or approved. On-site water analysis and recommendations at the time of the visit are mandatory.
- 2.4.5 Provide test coupons where needed and supervise their installation. Monitor and provide test results for installed test coupons.
- 2.4.6 Analysis performed at contractor's central laboratory shall include analysis of fuel oil, internal scale and fireside deposits.
- 2.4.7 The contractor shall test all de-aerators for dissolved oxygen during the December visit. The test results shall be reported in cc per liter and included in the December report.
- 2.4.8 The chemical treatment of water shall be designed to cycle the system water at a minimum of 80% of the ASME Standard as recommended by the ASME research Committee on Water in Thermal Power Systems.
- 2.4.9 The contractor shall provide complete written instructions for applying all materials, including procedures to maintain all proper operating conditions within the equipment being treated.
- 2.4.10 The contractor shall provide complete written instructions for treating equipment that is being initially placed into service. Contractor shall also provide complete written instruction for deactivating and protecting equipment that is to be taken out of service either seasonally or permanently.
- 2.4.11 Institutional test kits and reagents for each school's use shall be provided at no additional cost and will remain the property of the contractor. WJCC Operations Center will provide conductivity meters when necessary.
- 2.4.12 Institutional test kits and components which are willfully destroyed and damaged while under loan to WJCC , except for normal wear and tear, will be paid for at actual cost by WJCC.
- 2.4.13 The monthly program fee shall cover treatment costs on the basis of normal system and equipment operation only. Unreasonable treatment costs not the direct fault of the contractor MUST have pre-approval by WJCC before the contractor bills separately for actual cost of chemical if concurred in by local facility personnel. (Example: excessive chemical usage resulting from unauthorized over-dosage or wastage by facility personnel may be subject to special billing; or, any system that is drained and charged more than once a year shall be subject to separate billing for actual cost of chemicals.
- 2.4.14 Water treatment for A/C cooling towers and air wash systems shall be designed for maximum performance and cycles of concentration with minimum required blow down as based on the water supply source.
- 2.4.15 Approved chemicals are Attachment B of this document. Procedures addressing non-normal conditions and treatment of leaking systems are #3 of this section.
- 2.4.16 Material Safety Data Sheets (MSDS) will be maintained by the contractor at each site. A complete list of chemicals used and the MSDS will also be provided to the Supervisor of Maintenance.

3. CHEMICAL VARIANCE

Any request for use of different chemicals will be considered on the assumption that their use is necessary because a normal condition does not exist. The following procedure will be required for approval.

- 3.1 The contractor shall notify the WJCC Operations Center of the condition which is not normal and cannot be

treated with the chemicals on contract. The contractor shall explain in detail why the chemical on contract will not properly treat the problem, the proposed treatment chemical and the additional monthly cost, if any. The contractor shall provide technical data sheets, material safety data sheets for the proposed treatment and proof of EPA and Department of Agriculture approval.

3.2 The WJCC Operation Center shall confirm or deny whether the condition exists and approve or deny the additional monthly chemical costs. Once it has been established that WJCC and contractor agree on the treatment, a request will be made to the Purchasing Department to institute a contract change.

3.3 The Purchasing Department will review the request for change and either approve or deny the change. If the change is denied the contractor will be notified of the reasons. If approved, a contract change will be issued. No action shall be taken without a contract change.

4. CLOSED LOOP SYSTEMS

4.1 Contractors who treat closed loop systems with leaks which result in charges for chemicals in addition to the normal monthly fee shall follow these procedures.

4.2 Notify WJCC of the loop system which contains the leak.

4.3 State the monthly volume of the leak. (Gallons/month)

4.4 Submit technical data sheets and material safety data sheets for the proposed chemicals.

4.5 Receive approval from WJCC to treat the leak.

4.6 Forward a copy of the agency approval to the Purchasing Department.

5. QUARTERLY REPORTS

The contractor shall provide quarterly reports to the WJCC Operations Center for each location listed on Attachment A of this document. The quarterly report shall include statements concerning the condition of equipment, performance by personnel, listing all encountered major problems, and listing any outstanding problems, not corrected by the Operations Center and a list of the types of chemicals and respective quantities for that quarter.

6. INVENTORY

The contractor shall keep a forty-five (45) day supply of all necessary chemicals at each school. Contractor shall carry an adequate stock to insure timely delivery and adequate inventory for the duration of the contract.

7. DRUMS

Drums shall be properly labeled for safe handling with instructions for return to the contractor. Drums are the property of the contractor and must be returned when empty. Drums containing hazardous material must not be reused. The contractor shall be notified when the drums are empty and shall arrange for their pick-up within forty-five (45) days of notification. If the drums have not been picked-up within the 45 day time frame, WJCC will return them to the contractor via common carrier, freight collect and the contractor shall pay the freight charges unless other arrangements have been agreed upon with the contractor.

8. TEST ANALYSIS

Test analysis shall be performed on each monthly visit by the contractor's technical service representative

8.1 High & Low Temperature Hot Water Boilers or Closed Hot/Chilled Water Systems:
Contractor's technical service representative shall test for nitrite, pH and total dissolved solids. Central hot water plant personnel will normally run tests a minimum of twice weekly and enter results on forms provided by the contractor. Closed hot/chilled water systems shall be checked quarterly by the contractor and monthly by WJCC personnel.

8.2 Condenser Water and Spray Coil Treatment:

8.2.1 For Corrosion & Scale - Total dissolved solids, pH and phosphate on each monthly visit. WJCC personnel will normally run such test twice weekly and enter results on forms provided by contractor .

8.2.2 Algae, Bacteria & Fungi Control - Visual inspections should be made by both parties, monthly by contractor and twice weekly by the WJCC personnel and not observations.

8.2.3 Monthly Analysis Report - Contractor's monthly report on cooling systems shall be on a form labeled as "Cooling Water Analysis Report". Provide a separate analysis for each system.

9. CHEMICAL TREATMENTS

9.1 Chemicals shall meet the minimum level of quality as established herein. All solution strengths stated herein shall be interpreted as solution percent by weight. Concentrations will be determined by the dry solids weight basis. Contractor shall provide anti-foam chemicals as necessary for control in boilers and cooling towers.

10. MISCELLANEOUS CHEMICALS REQUIREMENTS

10.1 Each biocide product shall be accompanied by its corresponding Environmental Protection Agency (EPA) registration number, and each biocide shall also be registered with Virginia Department of Agriculture and Consumer Services, Products & Industry Regulation Division, Pesticide Section.

10.2 No hydrazine shall be used in any treatment. Chromates may be used in systems provided approval and an operating permit is obtained from the Department of Health and the State Water Control Board.

10.3 The school locations will use existing stock of opened chemicals until such chemicals are depleted.

10.4 Liquid chemicals shall normally be available in 5 gallon, 30 gallon and 55 gallon drums. Dry chemicals shall normally be available in 100 pound and 400 pound containers. All chemicals shall have a shelf life of a minimum of one (1) year.

11. CONTRACT PERIOD

Any contract resulting from this invitation for bid shall be for one year from date of award. Upon mutual agreement the contract may be renewed for three additional one year contract periods.

12. PRICING

Pricing submitted shall be for service at each location listed on Attachment A and for chemicals listed on Attachment B.

13. PURCHASING COOPERATIVE

In accordance with the Commonwealth of Virginia's procurement code (section 2.2-4304) and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), the Williamsburg-James City County Public Schools issues this invitation for bid.

SVGPC members who have not indicated initial inclusion in the IFB reserve the right to make awards to the low responsive, responsible bidder as their existing contracts expire, based on this IFB. Unless mutually agreed, SVGPC members not explicitly named in the IFB requirement are not obligated to participate in the IFB, nor is the low responsive, responsible bidder required to contract for the product/service for other SVGPC members.

Each member locality shall issue individual purchase orders specifying individual ordering, receipt, delivery and invoicing procedures.

SVGPC Members:

City of Newport News (includes schools)

City of Portsmouth

County of York (includes schools)

County of Gloucester

Williamsburg/James City County Public Schools

College of William & Mary

Norfolk State University

City of Norfolk

City of Williamsburg

County of James City

County of King William

Tidewater Community College

Christopher Newport University

Jamestown/Yorktown Foundation

WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS
INVITATION FOR BID
Chemical Treatment of Water
IFB# 11-0046

1. WJCC school system/office building locations:

Berkeley Middle School 1118 Ironbound Rd. Williamsburg 23185	D.J. Montague Elementary School 5380 Centerville Rd. Williamsburg 23188
James Blair Central Office 117 Ironbound Rd. Williamsburg 23185	Building Services/Operations Center 597 Jolly Pond Rd. Williamsburg 23188
Matthew Whaley Elementary School Scotland Street Williamsburg 23185	Norge Elementary School & NEED Center 7311 Richmond Rd. Williamsburg 23188
Rawls Byrd Elementary School 112 Laurel Lane Williamsburg 23185	* Clara Byrd Baker Elementary School 3131 Ironbound Rd. Williamsburg 23185
Toano Middle School 7818 Richmond Rd. Toano, VA 23168	James River Elementary School 8901 Pocahontas Trail Williamsburg 23128
Lafayette High School 4460 Longhill Rd. Williamsburg 23185	Jamestown High School 3751 John Tyler Hwy. Williamsburg 23188
Stonehouse Elementary School 3651 Rochambeau Dr. Williamsburg 23188	**Lois S. Hornsby Middle School 850 Jolly Pond Road Williamsburg VA 23188
**J.B. Blayton Elementary School 800 Jolly Pond Road Williamsburg VA 23188	Matoaka Elementary School 4001 Brick Bat Road Williamsburg VA 23188
***Warhill High School 4615 Opportunity Way Williamsburg VA 23188	

*Clara Byrd Baker has a geothermal loop and a water source heat pump loop. Both shall be serviced under this contract.

** JB Blayton and Lois Hornsby each have one closed circuit cooling tower and one geothermal heat pump loop.

*** Warhill High School and Matoaka Elementary only need closed loop service

WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS
INVITATION FOR BID
Chemical Treatment of Water
IFB# 11-0046

BID FORM

FIRM NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE (INCLUDE AREA CODE)

FAX NUMBER (INCLUDING AREA CODE)

VIRGINIA CONTRACTOR LICENSE #: _____

FIN/SSN: _____

SCC REGISTRATION #: _____

VIRGINIA CONTRACTOR'S LICENSE #: _____

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT HE/SHE HAS CAREFULLY EXAMINED ALL CONDITIONS AND SPECIFICATIONS OF THIS INVITATION TO BID AND HEREBY SUBMITS THIS BID PURSUANT TO SUCH INSTRUCTIONS AND SPECIFICATIONS.

TYPE OR PRINT NAME AND TITLE OF PERSON SUBMITTING THIS BID

SIGNATURE OF PERSON SUBMITTING THIS BID

DATE

BID NUMBER, OPENING DATE AND BIDDER'S NAME MUST BE SHOWN CLEARLY ON FACE OF SEALED ENVELOPE. PLEASE USE ENCLOSED YELLOW ENVELOPE FOR RETURN OF BID. FAILURE TO PROPERLY IDENTIFY BID MAY RESULT IN DISQUALIFICATION OF THIS INVITATION TO BID.

LOCATION PRICING

1.	Berkeley Middle School	\$ _____
2.	D.J. Montague Elementary School	\$ _____
3.	James Blair Central Office	\$ _____
4.	Building Services/Operations Center	\$ _____
5.	Matthew Whaley Elementary School	\$ _____
6.	Norge Elementary School & NEED Center	\$ _____
7.	Rawls Byrd Elementary School	\$ _____
8.	Clara Byrd Baker Elementary School	\$ _____
9.	Toano Middle School	\$ _____
10.	James River Elementary School	\$ _____
11.	Lafayette High School	\$ _____
12.	Jamestown High School	\$ _____
13.	Stonehouse Elementary School	\$ _____
14.	J B Blayton Elementary	\$ _____
15.	Lois S. Hornsby Middle School	\$ _____
16.	Matoake Elementary School	\$ _____
17.	Warhill High School	\$ _____
	SUB-TOTAL: ATTACHMENT A	\$ _____
	SUB-TOTAL: ATTACHMENT B:	\$ _____
	TOTAL BASE BID: (A&B)	\$ _____

(IN WORDS :) _____

CHEMICAL PRICING

PRODUCT	55-GAL		30-GAL		15-GAL	
	NET WT	PRICE/#	NET WT	PRICE/#	NET WT	PRICE/#
NO-OX-PV	500#		300#		100#	
NO-OX-DCV	400#		300#		100#	
NO-SCALE-SV	400#		200#		100#	
CO-JEL-2AV	490#		270#		135#	
SVA-B3	700#		380#		190#	
SVA-VB6	480#		280#		130#	
SVA-2V4	545#		299#		150#	
SVA-V4	480#		280#		130#	
SVA-S5	430#		235#		120#	
SVA-S66	440#		240#		120#	
SVA-S8	440#		240#		120#	
SVA-S9	440#		250#		125#	
MPB	535#		294#		147#	
CW-VA	500#		300#		150#	
COR-RET-V	550#		300#		150#	
TM-876	540#		290#		145#	
TW-700	505#		278#		139#	
ANFZ-V	55 GAL	/gal	30 GAL	/gal	15 GAL	/gal
ST-2A	390#		214#		107#	
ST-V	391#		213#		107#	
BAF-15	470#		260#		125#	
BAF-25	525#		290#		145#	
BAF-150	480#		260#		130#	
BAF-TROL	425#		240#		120#	