



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION**

**CONTRACT EXTRACT
NOTICE OF RENEWAL**

DATE:	June 14, 2019
CONTRACT COMMODITY/SERVICE:	Supplemental Carbon
CONTRACT NUMBER:	1617A
COMMODITY CODE:	885.36
CONTRACT PERIOD:	July 1, 2019 through June 30, 2020
RENEWAL OPTIONS:	3 additional 1-year periods through 2023
USER DEPARTMENT:	Public Utilities
SUPPLIER:	Name Suffolk Chemical Company
	Address P.O. Box 6140
	City, State Suffolk, VA 23435
	Contact Name Jeffery Moran
	Phone Number 800-628-5185
	Fax Number 757-238-8745
	Email address moranj@suffolksales.com
ORACLE SUPPLIER NUMBER:	9815
BUSINESS CATEGORY:	Women-Owned
PAYMENT TERMS:	Net 30
DELIVERY:	48 hours
FOB:	County of Henrico
BUYER:	Name Kennedy Williams
	Title Procurement Analyst I
	Phone 804-501-5690
	Email WIL203@henrico.us

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number. Please see attached pricing sheet and scope of work.

Contract #1617A- Suffolk Chemical Company

Supplemental Carbon - \$0.1240 per pound

A. General Requirements

1. The Successful Bidder must follow DPU WRF procedures for acceptance of the chemical as detailed in the Scope of Work. Failure to comply with these requirements will result in a rejection of the chemical delivery or possibly cancellation of the contract.
2. Orders will be placed as needed and requested during the term of the contract.

B. Certification

1. It shall be the Successful Bidder's responsibility to perform all test and inspections required by this specification and to identify the source of the submitted chemical and physical compositions.
2. Certificate of Analysis:
 - a. The Successful Bidder shall provide a Certificate of Analysis with every delivery.
 - b. The Successful Bidder shall be responsible for additional analysis in accordance with the analytical methodologies provided in Sec. I, J should DPU WRF determine the product does not meet specification provided on page 6.
 - c. The Successful Bidder shall bear all costs associated with additional analysis should these analyses be required to verify product specifications.
3. Failure to comply with these requirements shall be considered grounds for cancellation of the contract for the remainder of the contract period.

C. WRF Orientation Site Visit

1. The Successful Bidder will be required to complete an orientation site visit before the first delivery. The site visit will be 30-60 minutes in duration.
2. Orientation site visit to Henrico County WRF will include an explanation of the manufacturing process, and how often quality assurance and purity tests are performed by the vendor.

D. **Substitutions or Change of Manufacturer**

1. The Successful Bidder may not substitute another manufacturer's product or deliver any other chemical than what is agreed to at the time of award without prior approval from DPU WRF management. Failure to obtain such approval can result in forfeiture of the contract and the removal of any delivery made at the successful bidder's expense.
2. If the DPU WRF agrees to a substitution in material, the Successful Bidder is still responsible for ensuring that the appropriate paperwork is produced and given to the DPU WRF via the delivery driver for the initial delivery. If the normal paperwork requirements are not fulfilled, DPU WRF reserves the right to reject the delivery.

E. **Containers & Appurtenances in Contact with Chemical Supplied to DPU WRF**

1. All containers and appurtenances shall be dedicated solely to one chemical.
2. If the chemical containers or packaging are damaged, they will not be accepted. This minimizes any chance for possible contamination. The damaged products will be returned and proper replacement will be provided accordingly.
3. Any containers or tank trucks found leaking chemical shall not be allowed to enter or depart from the Henrico County WRF until the Successful Bidder, its contractor, or the designated representative makes appropriate repairs. Any cargo found to be leaking chemicals will be considered an emergency situation requiring immediate attention by the Successful Bidder and its contractors. All costs borne by Henrico County associated with the remediation of chemical spills caused by the negligence of Successful Bidder's personnel or Successful Bidder's leaking equipment shall be reimbursed by the Successful Bidder.

F. **Delivery Requirements**

1. Delivery shall be made to:
Henrico County Water Reclamation Facility
9101 WRVA Road
Henrico, VA 23231
2. All deliveries shall be scheduled in advance so trained DPU WRF personnel can be present to accept and monitor the delivery process.
3. The Successful Bidder must be able to provide delivery within 48 hours of notification.
4. Deliveries shall be received at the WRF between 7:00 a.m. and 3:00 p.m., Monday through Friday, except holidays. Deliveries outside of these times are the exception and shall be initiated by DPU WRF and coordinated with the Successful Bidder.
5. An assigned WRF employee will meet the driver and confirm the contents of the shipment. The WRF employee will perform a visual inspection of the vehicle. If there are no visible problems with the truck and no problems with the manifest, the WRF employee will escort the driver to the appropriate location to commence DPU WRF testing (if appropriate) and unloading. If the WRF employee has concerns about the shipment, he will notify WRF management.

6. The driver will place blocks behind his wheels to ensure that the truck will not move during unloading.
7. The driver can only hook up the delivery when an assigned WRF employee tells the driver where to make the necessary connections.
8. While the truck is unloading, the driver must stay with the truck at all times in case problems occur with the unloading.
9. Tank Trucks shall be equipped with tank- mounted valves to enable rapid shut-off if an emergency arises.
10. The Successful Bidder shall notify WRF Operations at 804-501-7600 immediately of any delay en route.
11. Repeated delays in delivery of necessary quantities of chemical shall be grounds for cancellation of the contract. If the Successful Bidder fails to make delivery within the allotted time, the County reserves the right to obtain chemicals from another source.
12. Minimum delivery volume will be one standard tank truck or 4,500-gallons. Bidder shall supply the volume of their standard tank truck on the Bid Form.
13. Delivery procedures shall comply with current federal, state, and local regulations.
 - a. Tank trucks used for the delivery of the Supplemental Carbon shall be fully equipped to unload by pressurizing the tanks with air and shall be equipped with valves to control the flow of Supplemental Carbon into the storage tank and to enable rapid shut-off if an emergency arises.
 - b. Tank truck pressure shall be regulated by the driver while unloading and shall not exceed the tank truck manufacturer's specifications.
 - c. Tank truck hoses shall be equipped to connect to the supplier's tank or the WRF tank fill line.

G. **Safety and Personal Protective Equipment**

1. The Successful Bidder shall ensure that all parties involved in supplying the chemical to the DPU WRF facility observe the applicable safety practices. This includes wearing the appropriate personal protective equipment during transloading and offloading operations. Such operations shall not begin unless the personal protective equipment is worn.
2. The driver shall also be fully educated (classroom & hands-on training) in Hazardous Communication regulations to ensure that they know what to do should an emergency occur on-site or while traveling to the facility.
3. All drivers will be required to have a valid commercial driver's license (CDL). A hazardous endorsement is required to transport hazardous materials.
4. In no case will a driver transport the chemical without being trained on the use of the specific truck used to transport the chemical to the Henrico County WRF.

H. **Departure**

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

I. **Pollution Liability Coverage**

Successful Bidder will be required to provide Pollution Liability Coverage in accordance with the insurance specifications listed in attachment C.

J. **Invoicing**

1. Invoicing is to reflect the cost per pound for Supplemental Carbon.

2. Invoices can be sent to:

County of Henrico
DPU Water Reclamation Facility
9101 WRVA Road Admin.
Henrico, VA 23231