



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

**CONTRACT EXTRACT  
NOTICE OF AWARD**

DATE:	June 1, 2020
CONTRACT COMMODITY/SERVICE:	Potassium Orthophosphate
CONTRACT NUMBER:	1983A
COMMODITY CODE:	885.66
CONTRACT PERIOD:	June 1, 2020 through May 31, 2021
RENEWAL OPTIONS:	4 additional 1-year periods through 2025
USER DEPARTMENT:	Public Utilities
SUPPLIER:	Name Carus LLC
	Address 315 Fifth Street
	City, State Peru, IL 61354
	Contact Name Barbie Smith
	Phone Number 800-435-6856
	Fax Number 815-224-6697
	Email address bids@caruscorporation.com
ORACLE SUPPLIER NUMBER:	2518
BUSINESS CATEGORY:	Women-Owned
PAYMENT TERMS:	Net 30
DELIVERY:	48 hours ARO
FOB:	County of Henrico
BUYER:	Name Kennedy Williams, VCA, VCO
	Title Procurement Analyst II
	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 #1983A- Carus LLC**

Potassium Orthophosphate - \$5.3172 per gallon

### **A. GENERAL REQUIREMENTS:**

1. The Successful Bidder must follow DPU Operations procedures for acceptance of the chemical. Failure to comply with the County's procedures will result in a rejection of the chemical delivery or possibly cancellation of the contract
2. The quantities of the chemical outlined in the individual chemical specification are strictly estimated and not guaranteed.
3. Orders will be placed as needed and requested during the term of the contract.

### **B. CERTIFICATION:**

1. The product shall comply with the most recent, applicable AWWA standards. If any conflicts exist between the DPU chemical purchase specification and AWWA standards, the DPU specification shall prevail.
2. The chemical shall be certified in accordance with NSF Standard 60 for drinking water chemicals. The chemical shall have been tested and certified by a product certification organization accredited for this purpose by the American National Standards Institute (ANSI). A copy of the ANSI/NSF letter of acceptance for the chemical shall accompany the bid. Failure to provide this certification may cause your bid to be declared non-responsive.
3. The DPU will periodically review the NSF listing to ensure that the Successful Bidder is currently ANSI/NSF 60 certified.
4. If ANSI/NSF 60 certification is lost, the Successful Bidder shall notify the DPU immediately.
5. Failure to comply with these requirements or the loss of ANSI/NSF 60 certification shall be considered grounds for cancellation of the contract for the remainder of the contract period.

### **C. WTF SITE VISIT/ORIENTATION SITE VISIT/CHEMICAL MANUFACTURER'S SITE VISIT:**

1. Orientation Site Visit
  - a. The Successful Bidder will be required to complete an orientation site visit. The orientation site visit to Henrico County WTF will include a discussion of the Successful Bidder's transportation plan (discussed in Sec. I.F) The Successful Bidder will agree that their transportation plan will not change and that any proposed changes would be provided to the DPU beforehand.
  - b. The orientation site visit to Henrico County WTF will include an explanation of the manufacturing process, what quality assurance and purity tests are performed on the product, possible contaminants along with mitigating measures, and how often quality assurance and purity tests are performed.

## 2. Chemical Manufacturer's Site Visit

- a. Once the Successful Bidder has been chosen, plans may be made to visit the chemical manufacturer's site along with any sites where the chemical will be transloaded, stored for distribution, or repackaged.
- b. If DPU personnel visit the chemical manufacturer's site, they may request a tour of the manufacturing facilities.
- c. Should any concerns be raised by DPU personnel during the site visit(s) regarding safety, quality assurance, or other procedural issues, the Successful Bidder shall address those concerns. If possible, changes are discussed and agreed upon they will be put in writing by the Successful Bidder and sent to the appropriate DPU personnel and the appropriated buyer for this contract. The conditions will stand for the entire length of the contract unless otherwise noted.

### **D. SUBSTITUTIONS OR CHANGES OF MANUFACTURER**

1. The Successful Bidder shall 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 management and the Purchasing Office. 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 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 via the delivery driver. If the normal paperwork requirements are not fulfilled DPU reserves the right to reject the delivery.

### **E. CERTIFIED ANALYSIS TESTING FOR IMPURITIES & DELIVERY PAPERWORK**

1. A certified analysis for impurities of the chemical must be conducted by the Successful Bidder prior to the first delivery of the chemical. An independent laboratory shall perform the testing, and all costs shall be bore by the Successful Bidder. A certified analysis for impurities of the chemical must also be conducted with results supplied to the DPU every quarter. Successful Bidder shall bear all costs of testing.
2. At any time, during the contact period, the DPU may have a sample taken from the tank truck and analyzed for purity and trace contaminants. An independent laboratory will perform testing, and the costs for this testing will be borne by DPU.
3. When the chemical is transloaded from a storage tank, rail car, or other container other than what is delivered to the DPU, the driver or trans loader must initial that he/she has witnessed the transloading into the vehicle used for transport to the Henrico County WTF. As evidence of this, the paperwork shall state the container identification, such as the DOT UN#, along with chemical name and an identification number of the tank truck used for transporting the chemical to the Henrico County WTF. This assures DPU staff that the wrong chemical was not transloaded.
4. The Successful Bidder will supply a certificate of analysis for each delivery. The required details of this analysis are outlined in the chemical specifications. (Section 1. L) The certificate of analysis shall state from where the test sample was taken (i.e., tank truck, rail car, storage tank, etc.).

## **F. TRANSPORTATION PLAN**

1. To fully comprehend the “chain-of-custody” before the chemical reaches its Henrico County WTF destination, the Successful Bidder shall provide a transportation plan to the DPU. The transportation plan shall be submitted by the Successful Bidder with the signed contract. Within this plan, a detailed explanation must be provided explaining all companies involved in the manufacture, distribution, and transportation of the chemical to the Henrico County WTF. Failure to provide a complete transportation plan that includes all elements outlined in this section may cause the contract to be declared void.
2. Any changes made to the transportation plan, during the contract period, must be made known to the DPU two weeks prior to the proposed change. The proposed change must be sent certified mail to the following address:

Department of Public Utilities  
Attn: WTF Division Director  
10111 Three Chopt Road  
Henrico, VA 23233

If two-weeks’ notice is not available, a fax shall be sent to the WTF Division Director at the following number, (804) 527-0271. The fax shall be confirmed by a telephone call to the WTF at (804) 501-7501.

3. Included in this transportation plan shall be an emergency contact list for each company involved in the chemical manufacture, distribution, and transportation of the chemical.
4. Included in this transportation plan shall be a description of other chemicals manufactured, repackaged, transloaded and transported at each location affiliated with supplying the chemical to the Henrico County WTF.
5. Included in the transportation plan shall be a detailed description of the personal protective equipment required of the driver during the delivery process at the Henrico County WTF. List each piece of required personal protective equipment. Chemical offloading may not occur if the driver does not have the proper personal protective equipment.
6. Included in the transportation plan shall be a detailed description of security procedures to be followed during the delivery process. At a minimum, the Successful Bidder shall comply with the following requirements:
  - a. At the beginning of each contract period, the Successful Bidder shall send DPU the names and photographs of drivers who will make deliveries during the contract period. Forward driver changes, including names, and photographs to the WTF at least 48 hours prior to a delivery arriving at the plant with that driver. Photographs shall be recent (less than 5 years old) and of good quality.
  - b. Each delivery for the Henrico County WTF shall be sealed with a security tag on the coupling. Seals shall only be broken in the presence of a Henrico County employee.
  - c. Before shipments for Henrico County WTF leave the terminal; the Successful Bidder shall provide the DPU with (1) the name of the driver, (2) the tanker number, (3) the serial number of the security tag, and (4) the UN number of the chemical. This information shall also be included on the shipment manifest. Information shall be sent to the WTF via fax to 804-527-1836.

7. The transportation plan will be reviewed by DPU staff. Include in the transportation plan the name and phone number of a contact person who is available to answer questions posed by DPU staff.
8. The Successful Bidder (as well as its contractors affiliated with supplying the chemical to the Henrico County WTF) shall provide information on their accidental release history for the past 5 years.
9. Include in the transportation plan conditions of Successful Bidder's contract agreements. The transportation plan will disclose any conditions and requirements the Successful Bidder has with its contractors to manufacture, supply, and/or transport the chemical to the Henrico County WTF. Disclosure includes conditions of the contract, including provisions for pre-job safety meeting orientations for contractors, training, necessary personal protective equipment, and emergency response procedures that the Successful Bidder requires of its contractors.

#### **G. CONTAINERS & APPURTENANCES IN CONTACT WITH CHEMICAL SUPPLIED TO DPU**

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 chemicals shall not be allowed to enter or depart from the Henrico County WTF 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 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.

#### **H. DELIVERY**

1. All orders shall be scheduled in advance so trained DPU personnel can be present to accept and monitor the delivery process.
2. Deliveries shall be received at the WTF between 8:00 a.m. and 4:00 p.m., Monday through Friday, except holidays. Deliveries outside of these times are the exception and shall be initiated by DPU and coordinated with the Successful Bidder.
3. Before the delivery truck leaves the terminal, the Successful Bidder shall notify DPU of (1) the name of the driver, (2) the tanker number, (3) the serial number of the security tag, and (4) the UN number of the chemical. This information shall also be included on the shipment manifest. Information shall be sent to the WTF via fax at 804-527-1836.
4. An assigned WTF employee will meet the driver and confirm the identification of the driver. The WTF employee will perform a visual inspection of the vehicle and verify that the tanker number, security tag serial number, and UN number are correct. If there are no visible problems with the truck and no problems with the manifest, the WTF employee will escort the driver to the appropriate location to commence DPU testing (if appropriate) and unloading. The security seal shall be broken in the presence of a WTF employee. If the WTF employee has concerns about the shipment, he will notify WTF management.

5. The driver will place blocks behind his wheels to ensure that the truck will not move during unloading.
6. The driver can only hook up the delivery when an assigned WTF employee tells the driver where to make the necessary connections.
7. Any chemical delivery not agreeing with the quality criteria established shall be returned at the Successful Bidder's expense.
8. While the truck is unloading, the driver must stay with the truck at all times in case problems occur with the unloading.
9. Hoses shall be clean and free of residue from previous deliveries. Hoses, couplings or adaptors found unclean shall be cleaned at the Successful Bidder's expense before unloading.
10. Where tank trucks are used, the truck tank pressure shall be regulated by the driver while unloading and shall not exceed the tank truck manufacturer's specifications.
11. Tank trucks shall be equipped with tank-mounted valves to enable rapid shut-off if an emergency arises.
12. The Successful Bidder shall notify the WTF Chief Operator immediately of any delay while in transit.
13. Repeated delays in delivery of necessary quantities of chemical shall be grounds for cancellation of the contract. If Successful Bidder fails to make delivery within the allotted time, the County reserves the right to obtain chemicals from another source.
14. The driver must ensure that all 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.
15. Potassium Orthophosphate shall be delivered to the following location:

Henrico County Water Treatment Facility  
10111 Three Chopt Rd.  
Henrico, VA 23233
16. The County of Henrico Water Treatment Facility has one tank for bulk storage of Potassium Orthophosphate. (Capacity: 9,700- Gallons)
17. The minimum delivery of Potassium Orthophosphate is 3,000 gallons.
18. The anticipated usage for the initial term of the contract is approximately 25,000 gallons between 25% and 27% (w/w basis) Potassium Orthophosphate per three (3) month time frame. Henrico County retains the option to increase or decrease the quantity purchased based upon actual usage.
19. The Successful Bidder should be able to deliver within 48 hours of notification. Delivery procedures shall comply with current federal, state, and local regulations.

20. The tank trucks used for the delivery of Potassium Orthophosphate shall be fully equipped to unload by pressurizing the tanks with air and shall be equipped with valves to control the flow of Potassium Orthophosphate into the storage tank and to enable rapid shut-off if an emergency arises.
21. The tank truck hoses shall be equipped to connect to the WTF Potassium Orthophosphate tank fill line 3" stainless steel quick connect.

**I. SAFETY AND PERSONAL PROTECTIVE EQUIPMENT**

1. The Successful Bidder shall ensure that all parties involved in supplying the chemical to the DPU 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 always wear the appropriate protective face and body apparel when unloading the chemical. 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 WTF.

**J. SAFETY REQUIREMENTS OF SUCCESSFUL BIDDERS**

1. The Successful Bidder that delivers hazardous chemicals must assure that their employees are trained on performing the job safely, of the hazards related to the job, and applicable provisions in DPU emergency response plans. Upon request by the DPU, Successful Bidders must present information regarding their safety performance as highlighted below:
2. Assure that their employees are trained in safe work practices.
3. Assure that their employees are instructed in the known potential fire, explosion, or toxic release hazards related to the job.
4. Assure that their employees follow the DPU's safety rules and work practices.
5. Successful Bidder shall document the required training and testing (if testing is performed) of their employees. The records shall contain the identity of the employees and the dates of training and testing.

**K. TRAINING AND TECHNICAL SERVICES**

1. As requested, the Successful Bidder shall provide at no additional cost to the DPU, a one-half day formal on-site classroom training session to DPU employees. The training classes shall be given prior to the first delivery but not more than 90 days prior to the first delivery.

2. The training session shall include but not being limited to the characteristics of the supplied chemical, safe operating and maintenance practices, emergency response, routine operational observations or maintenance tasks, and technical guidance to assure that the workforce is adequately acquainted with all aspects of handling and using the supplied chemical.
3. The instructor shall have sufficient experience and qualifications that will enable him/her to present a training session that is meaningful and complete.
4. The Successful Bidder shall coordinate the scheduling of training with DPU management.

**L. SPECIFICATIONS FOR POTASSIUM ORTHOPHOSPHATE**

5. Product Specifications
  - a. Composition: Potassium Orthophosphate shall have a concentration between 25% and 27% total phosphate on a weight/weight (w/w) basis. Potassium Orthophosphate supplied in accordance with this specification shall be free of visible suspended matter and shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the Potassium Orthophosphate.
  - b. Standards: Potassium Orthophosphate shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals—Health Effects.
  - c. Certificate of Analysis: The certificate of analysis shall disclose total phosphate (%), specific gravity at 20 degrees Celsius (g/mL), bulk density (lb/gal), and pH.