



## REQUEST FOR PROPOSAL (RFP)

Dewatering Polymer for Broad Run Water Reclamation Facility

November 24, 2009

**RFP Due Date:** December 9, 2009  
**and Time:** 2:00 p.m. (EST)

**RFP Number:** 2009 – 013 – 240

**Mailing Address:** P.O. Box 4000  
Ashburn, VA 20146-2591

**Delivery Address:** 44865 Loudoun Water Way  
Ashburn, VA 20147

**Procurement Contact:** Bessie Nelson, Purchasing Supervisor  
Phone: 571.291.7700  
Fax: 571.223.2513  
E-mail: [bnelson@loudounwater.org](mailto:bnelson@loudounwater.org)

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT PURCHASING AS SOON AS POSSIBLE.

---

TABLE OF CONTENTS

<u>SECTION/TITLE</u>	<u>PAGE</u>
1 PURPOSE	1
2 COMPETITION INTENDED	1
3 BACKGROUND INFORMATION	1
4 SCOPE OF SERVICES	2
5 CONTRACT CONDITIONS	8
6 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS	11
7 EVALUATION OF PROPOSALS	13
8 REFERENCES	14
CERTIFICATION STATEMENT	15
RIDER CLAUSE	16
REQUEST FOR CONSIDERATION	17

## **1 PURPOSE**

The Loudoun County Sanitation Authority, herein referred to as Loudoun Water, is seeking proposals from qualified, competent, responsive and responsible vendors to provide dewatering polymer to Loudoun Water's Broad Run Water Reclamation Facility.

This Request for Proposal (RFP), plus the resulting agreement, shall be consistent with, and governed by the Virginia Water and Waste Authorities Act (VWWA), the Virginia Public Procurement Act (VPPA) and Loudoun Water Purchasing Regulations.

## **2 COMPETITION INTENDED**

It is Loudoun Water's intent that this RFP permit competition. It shall be the vendor's responsibility to advise the Purchasing Supervisor in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Supervisor not later than ten (10) days prior to the date set for acceptance of Proposals.

## **3 BACKGROUND INFORMATION**

- A. Loudoun Water is a public body politic and corporate and an instrumentality of the Commonwealth of Virginia, organized under the Virginia Water and Waste Authorities Act, being Chapter 28, Title 15.1, Code of Virginia of 1950, as amended (the "Act"). Loudoun Water was created by action of the Board of Supervisors of Loudoun County, Virginia and was chartered by the State Corporation Commission on May 27, 1959. As an authority, Loudoun Water makes no profit and our operations and finances are independent of the County's tax-supported services.
- B. Loudoun Water has approximately 55,000 connections serving more than 175,000 people. Its service area is predominantly in eastern Loudoun County, and is composed of more than 1,500 miles of water and sewer pipelines. Water supply is provided through agreements with the City of Fairfax and Fairfax Water. Water sources include The Potomac River and Goose Creek. Wastewater treatment is currently provided through an agreement with the District of Columbia Water and Sewer Authority and Loudoun Water's Broad Run Water Reclamation Facility (BRWRF).
- C. The BRWRF currently treats approximately four (4) million gallons of wastewater per day. Approximately 70 mg/L of alum is added for phosphorus removal. The plant produces approximately three (3) to four (4) dry tons per day of anaerobically digested and dewatered biosolids with a solids content of approximately 22%, equivalent to approximately 15 wet tons of biosolids per day. The minimum acceptable dewatered solids content is 20% and recovery is 95%.

- D. Primary solids, primary scum, and thickened waste activated solids (WAS) are pumped to the Anaerobic Digesters for solids stabilization. Centrifuges are used for thickening the WAS. The digested solids are dewatered with centrifuges to produce a Class B biosolids that is suitable for land application.

#### **4 SCOPE OF SERVICES**

##### **DEFINITION OF TERMS**

**BENCH TESTS** – Screening tests that provide indication of a polymer’s effectiveness. These tests may include, but are not limited to: Jar tests, Capillary Suction Tests, filtration tests and specific resistance tests.

**MULTIPLE VENDOR TESTING** – Testing more than one polymer product within a single test period.

##### **POLYMER EVALUATION PROCESS**

###### Initiation of Polymer Evaluation

1. Vendors shall submit a Request for Consideration form (page 17) containing non-binding preliminary costs and expected performance for their dewatering polymer. By appointment with the Broad Run WRF Plant Manager, vendors will be invited to conduct bench scale testing. A “one day bench test” will be conducted for those products determined by the Broad Run WRF Plant Manager to appear competitive and meet the minimum desired dewatered cake solids and recovery percentage. Based on results of the “one day bench test” no more than three (3) vendors will be asked to conduct further testing. The existing/current vendor may submit existing/current results in lieu of bench scale testing, “one day” tests, or full scale tests for evaluation under the criteria set forth in this RFP.

###### Initial Screening of Polymer – One Day Bench Testing

1. Vendors should bench test their polymer product(s) to determine which product provides the best potential dewaterability and cost effective results. The Plant Manager shall provide the vendor with samples and space to run the tests. Testing will be arranged at a time mutually agreeable to the vendor and to the plant. The vendor shall submit a recommendation supported by the results of the bench test to the Plant Manager. This bench testing must be completed no later than December 14, 2009 and recommendations must be submitted no later than December 98, 2009, in order to receive consideration, unless there are extenuating circumstances. In such cases, the Purchasing Supervisor must approve the delay.
2. The Plant Manager shall review the bench test data and, if a product appears competitive to the existing vendor’s product, a “one day full scale dewatering” test

shall be arranged. If deemed desirable by the manager, more than one product from the same vendor may be tested.

3. **Prior** to the "one day full scale dewatering" test, the vendor must submit the final price of the polymer(s) to be tested in writing to the Loudoun Water Purchasing Supervisor in accordance with the polymer pricing section of this RFP. In addition, the plant will collect and save a sample of the polymer for future reference. Testing will be arranged at a time mutually agreeable to the vendor and to the plant. Bench testing should be completed within thirty (30) days of the vendor's price submittal to procurement, unless there are extenuating circumstances. In such cases, the Purchasing Supervisor must approve the delay.

#### "One Day" Full Scale Dewatering Testing

1. A "one day" preliminary polymer test will be conducted to determine the suitability for further testing.
  - a. Vendors will supply polymer for the one-day test at no cost to Loudoun Water.
  - b. The vendor can only test the polymer product as submitted in the Polymer Pricing Section to the Loudoun Water Purchasing Supervisor. Vendors cannot substitute alternative products during the "one day" testing. An alternative product is one with a different brand name, product number, or different chemical analysis than the sample taken prior to the one-day test.
2. The Plant Manager is responsible for documenting the results of the one-day testing and making a recommendation on whether to proceed with full scale testing. This documentation should specify the product (type and manufacturer), date tested, percent feed and cake total solids, percent recovery, polymer dosage, and estimated cost/recovered ton. Compatibility with existing storage and feed equipment, plant processes, and other pertinent factors relevant to the recommendation to continue or cease testing shall be documented. A copy of the memo documenting the "one day" test results and recommended full-scale testing shall be forwarded to the Purchasing Supervisor.
3. If the documented results of the "one day full scale dewatering" test show that the product appears competitive with the existing vendor and meets the minimum dewatered cake solids and recovery percentage, the Plant Manager may arrange a full-scale evaluation of the polymer.
4. The "one day" tests shall take place no later than January 15, 2010.
5. If no newly submitted polymer can meet the minimum cake solids percentage and minimum recovery, or that the proposed product does not appear competitive with the existing vendors product. Loudoun Water, at its sole discretion, may determine that the current vendor provides the best value and discontinue further testing.

## Full Scale Testing

1. If conducted, the full-scale test shall consist of a minimum of ten (10) days of full scale dewatering testing on both Westfalia Model CA501 machines for the polymer, unless the Plant Manager determines that the product adversely affects process performance. ONLY the product used during the "one-day full scale" testing shall be tested. Vendors **cannot** substitute polymer products.
2. Polymer for this evaluation must be purchased through standard purchasing procedures. A requisition must be issued and should clearly indicate the polymer is "for trial evaluation". A copy of documentation from the "one day" testing should be attached to the requisition. Supply contracts may **not** be used. The Purchasing Supervisor should be contacted immediately if the requisition needs to be expedited. Vendor's lead time should be considered when establishing test dates.
3. The Plant Manager may eliminate from consideration those polymers, which require special handling equipment or modifications to existing equipment that cannot be accommodated by the plant without the expenditure of labor and/or money beyond normal operating conditions.
4. Prior to and during testing, the Plant Manager shall ensure that equipment to be used in the test is functioning properly and that there are no conditions at the plant that would adversely affect test results. The vendor is responsible for verifying that test conditions and equipment are acceptable.
5. The vendor shall monitor the testing to verify that all polymers and other related variables are within normal operating parameters. If the vendor has any concerns these should be communicated to the Plant Manager or individual designated by the manager to supervise the test not later than two (2) days after completion of testing. Vendors cannot directly request operators to make process changes. Polymers that require the dewatering machines to be run outside normal operating variables will be removed from consideration.
6. It is desirable to conduct the test alternating days between the existing and the trial polymer, to ensure changing characteristics do not affect results. Unless modified by the Plant Manager, the periods shall be: five (5) days existing/10 days challenging/five (5) days existing to evaluate the results. If more than one polymer or polymer vendor is trialed, a minimum of one sludge age (15 days) will be required between tests.
7. If the polymer trial is discontinued due to operational or maintenance problem caused by the polymer, Loudoun Water will return the remaining polymer and the vendor will reimburse Loudoun Water for the entire cost of the polymer. The Plant Manager shall document any such operational or maintenance problems.

## Evaluation

1. Based on the results from the full-scale test, Loudoun Water will perform an evaluation that compares the performance and cost/recovered ton or cost/MG of the polymer. An example evaluation is attached.
2. Data that shall be considered in the evaluation are the liquid sludge feed rate (gpm); solids loading rate (lbs/hr); percent feed total solids; percent feed volatile solids; percent dewatered sludge total solids; percent dewatered sludge volatile solids; percent solids recovery; and dosage (lb/ton). Whenever there is a significant difference in cake solids, the evaluation shall also consider the cost impact of cake solids on the downstream unit process (land application) as follows:

- a. Land Application – Application cost per wet ton for the additional wet tons applied with lower cake solids.

Documentation concerning the data used to assess these downstream costs shall be attached with other evaluation documentation.

3. The cost evaluations involving existing polymer applications will consider the price of the vendors product as submitted prior to the “one day test” or the price of the existing vendor’s polymer in effect December 9, 2009.
4. Cost evaluations involving different polymers from an existing vendor are evaluated using the price provided by the vendor at the time of Plant Manager’s costs evaluation.
5. Polymer cost evaluations will be made based on the unit cost per recovered ton as follows:

$$\frac{\text{Polymer dosage (lb/ton)} \times \text{polymer cost (\$/lb)}}{\% \text{ recovery}} = \text{polymer cost (\$/recovered ton)}$$

## POLYMER PRICING SECTION

1. Vendors must submit unit cost of polymer (\$/lb.) prior to conducting any “one day bench” testing. The polymer price for the existing vendor will be based on the price in effect on December 9, 2009, unless the existing vendor chooses to submit an alternative to the existing polymer.
2. Prices must be submitted by the vendor to Loudoun Water on company letterhead and signed by an authorized company representative. The price letter must include:
  - a. Polymer product name and number
  - b. Unit Cost, \$/lb.

- c. Minimum order requirements
  - d. Delivery lead time
  - e. Standard packaging
  - f. MSDS sheet
  - g. Specifications
  - h. Certificate of Analysis
3. Prices may not be raised for one (1) year after contract award. Prices may be reduced at any time to maintain the competitiveness of the product.
4. Vendors shall submit on this RFP for the period of one (1) year, with the option to renew for three (3) additional years in one (1) year increments.
5. Prices submitted for any particular product will apply to all Loudoun Water applications using that product.

**EXAMPLE POLYMER EVALUATION****POLYMER A PERFORMANCE**

Biosolids Production:	3 dt/d
Land Application Costs:	\$43/wt
Polymer Dose:	20#/dt
Polymer Cost:	\$1.65/lb
Dewatered cake solids:	20%TS
% Recovery:	95%

**POLYMER A COSTS**

1. Polymer Cost/day =  
 $3 \text{ dt/d} \times 20\#/dt \times \$1.65/lb / .95 = \$104/day$
2. Land Application Costs =  
 $3 \text{ dt/d} \times \$43/wt / 0.20 = \$645/day$
3. Total cost = \$104 + \$645 = \$749/day

**POLYMER B PERFORMANCE**

Polymer Dose:	19#/dt
Polymer Cost:	\$1.80/lb
Dewatered cake solids:	22%TS
% Recovery:	99%

**POLYMER B COSTS**

1. Polymer Cost/day =  
 $3 \text{ dt/d} \times 19\#/dt \times \$1.80/lb / 0.99 = \$104/day$
2. Land Application Costs =  
 $3 \text{ dt/d} \times \$43/wt / 0.22 = \$586/day$
3. Total cost = \$104 + \$586 = \$690/day

**COST DIFFERENCE**

Vendor A = \$749/day  
Vendor B = \$690/day

## 5 CONTRACT CONDITIONS

### **Procedures**

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of Loudoun Water's General Manager or his authorized representative. Any change to the contract must be approved, in writing, by the Purchasing Supervisor and the Contractor. The successful vendor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by Loudoun Water.

### **Insurance**

The successful firm shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under a contract resulting from this IFB.

- A. Comprehensive General Liability
  - 1. \$1,000,000 Bodily Injury and Property Damage per occurrence and aggregate
  - 2. Comprehensive General Form
  - 3. Independent Contractors Coverage
  - 4. Products/Completed Operations (to be provided for minimum of 36 months after completion of work)
  - 5. Broad Form Contractual Liability
  - 6. Personal Injury Liability
- B. Comprehensive Automobile Liability
  - 1. \$1,000,000 Combined Single Limits
  - 2. Statutory Uninsured Motorist Coverage
  - 3. Hired and Non-Owned Coverage
  - 4. Worker's Compensation and Employer's Liability
  - 5. Statutory Coverage for Virginia
  - 6. \$1,000,000 Employer's Liability
  - 7. Broad Form All States Endorsement
  - 8. Compliance with all Federal Statutes, including U.S. Longshoreman and Harbor Worker's Act, the Jones Act, and Federal Employees Act
- C. Umbrella Liability
  - 1. Additional \$1,000,000 liability coverage over the primary limits for Comprehensive General Liability, Comprehensive Automobile Liability, and the Employer's Liability

Prior to commencing work under a resultant contract, the successful firm shall furnish Loudoun Water with a Certificate of Insurance naming Loudoun Water as an additional insured. A sixty (60) day notice of cancellation, non-renewal, or change in the insurance coverage must be provided.

### **Hold Harmless Clause**

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless Loudoun Water, its officials, employees, Supervisors, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

### **Employees Not To Benefit**

As a prerequisite for payment pursuant to the terms of this contract, there shall be furnished to Loudoun Water a statement, that no employee of Loudoun Water, or members of his immediate family, including spouse, parents or children has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or in any other manner, remuneration arising from or directly or indirectly related to this contract.

### **Employment Discrimination by Contractors Prohibited**

Every contract over \$10,000 shall include the following provisions.

- A. During the performance of this contract, the Contractor agrees as follows.
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide 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.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.
  - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

### **Drug-free Workplace**

Every contract of over \$10,000 shall include the following provisions.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the

actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

### **Exemption from Taxes**

Loudoun Water is exempt from State and Federal Taxes. A Tax Exemption Certificate indicating Loudoun Water's tax exempt status will be furnished by Loudoun Water on request.

### **Substitutions**

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the Purchasing Division and Loudoun Water's General Manager.

### **Assignment of Contract**

This contract may not be assigned in whole or in part without the written consent of the Purchasing Supervisor.

### **Termination**

Subject to the provisions below, the contract may be terminated by Loudoun Water upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of Loudoun Water until said work or services are completed and accepted.

#### *Termination for Convenience*

In the event that this contract is terminated or canceled upon request and for the convenience of Loudoun Water, without the required sixty (60) days advance written notice, then Loudoun Water shall negotiate reasonable termination costs, if applicable.

#### *Termination for Cause*

Termination by Loudoun Water for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

## 6 Instructions for Preparing and Submitting Proposals

### **Questions and Inquiries**

Questions about this RFP should be directed to Bessie Nelson, Loudoun Water Purchasing Supervisor, at 571.291.7700.

### **Contents of Proposals**

The following information is to be submitted as part of the Proposal. No other material may be attached. The Proposal shall be organized into the following categories:

- A. Request for Consideration Form – Provide all information listed in this form.
- B. Experience and Qualifications – Provide three (3) references for facilities similar to Loudoun Water's Broad Run WRF.
- C. RFP Attachments – All attachments to this RFP requiring execution by the firm are to be returned with the Proposal. These attachments are References (Page 14); Company Identification and Ownership Disclosure Form (Page 15); Rider Clause (Page 16); and Request for Consideration (Page 17).
- D. Signatures – All Proposals must be signed in ink by the individual or authorized principals of the firm.

### **Packaging of Proposals**

- A. Proposals are to be returned in a sealed container. Ensure that the container is completely and properly identified. The face of the container shall indicate the RFP number, 2009 – 013 - 240, Wednesday, December 9, 2009 at 2:00 p.m., local time, and the title of the RFP – Dewatering Polymer for Broad Run Water Reclamation Facility.
- B. **Each firm shall submit one (1) original and two (2) copies of their Proposal to Loudoun Water as indicated on the cover sheet of this RFP. The original Proposals shall be clearly marked.**

### **Delivery of Proposals**

- A. Proposals may either be mailed to P.O. Box 4000, Ashburn, Virginia, 20146 or hand delivered or shipped to 44865 Loudoun Water Way, Ashburn, Virginia, 20147. They may NOT be emailed.
- B. Proposals must be received by Loudoun Water BEFORE due date and time indicated on the cover of this Proposal – Tuesday, December 9, 2009, 2:00 p.m. (EST). Requests for extensions of this time and date will not be granted. Firms mailing their Proposals shall allow for normal mail time to ensure receipt of their Proposals by Purchasing prior to the time and date fixed for acceptance of the Proposal. Proposals or unsolicited amendments to Proposals received by Loudoun Water after the acceptance date will not be considered. Proposals will be publicly accepted and will be date and time stamped.

### **Withdrawal of Proposals**

- A. Proposals may be withdrawn on written request from the vendor at the address shown in the solicitation PRIOR to the time of acceptance.

- B. Negligence on the part of the vendor in preparing the Proposal confers no right of withdrawal after the time fixed for the acceptance of the Proposal.

**Late Proposals**

LATE Proposals will be returned to vendor UNOPENED, if vendor's return address is shown on the container.

**Addendum and Supplement to Request**

If it becomes necessary to revise any part of this request or if additional information is necessary to enable an exact interpretation of provisions of this request, an addendum will be issued to the same distribution list as the original RFP. It is the responsibility of the vendor to ensure that he or she has received all addendums prior to submitting a Proposal.

**Proprietary Information**

It is the responsibility of each vendor to clearly mark any part of his or her Proposal considered to be of PROPRIETARY OR CONFIDENTIAL NATURE. Vendors shall not mark sections of their Proposal as PROPRIETARY OR CONFIDENTIAL if they are to be part of the award of the contract and are of a "Material" nature.

**Authority to Bind Firm in Contract**

Proposals MUST give full firm name and address of vendor. Failure to manually sign Proposal may disqualify it. Person signing the Proposal should show TITLE or AUTHORITY TO BIND HIS OR HER FIRM IN A CONTRACT.

**Rights of Loudoun Water**

Loudoun Water reserves the right to accept or reject all or any part of any Proposal, waive informalities and award the contract to best serve the interest of Loudoun Water.

**Prohibition as Subcontractors**

No vendor who is permitted to withdraw a Proposal 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 Proposal was submitted.

**Deviations from Scope of Services**

If there is any deviation from that prescribed in the scope of services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. Loudoun Water reserves the right to determine the responsiveness of any deviation.

**Miscellaneous Requirements**

- A. All Proposals submitted shall be valid for a minimum period of one hundred and twenty (120) calendar days following the date established for acceptance.
- B. Loudoun Water will not be responsible for any expenses incurred by a firm in preparing and submitting a Proposal. All Proposals shall provide a straight-forward,

concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

- C. The contents of the Proposal submitted by the successful vendor and this RFP will become part of any contract awarded as a result of the Scope of Work contained herein. The successful firm will be expected to sign a contract with Loudoun Water.
- D. Loudoun Water reserves the right to reject any and all Proposals by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of Loudoun Water. Vendors' whose proposals are not accepted will be notified in writing.

### **Protest**

Vendors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

## **7 Evaluation of Proposals**

If Loudoun Water determines, at its sole discretion, to award this contract, Loudoun Water will make award to the responsible vendor who provides the best value polymer based upon the evaluation criteria provided in this RFP. Loudoun Water, at its sole discretion, may choose to designate a second vendor to provide polymer if the primary vendor's product ceases to perform or if a temporary upset condition necessitates the use of another product.

**References  
(Must be completed by Vendor)**

Vendors shall provide references on this form. References must be of organizations similar to Loudoun Water with major and minor facilities.

1. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

2. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

3. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

**Request for Proposal  
2009-013-240  
Dewatering Polymer for Broad Run Water Reclamation Facility**

**SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE**

Company \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Email \_\_\_\_\_  
Organized under the laws of State of \_\_\_\_\_  
Principal place of business at \_\_\_\_\_  
Following list includes persons having ownership of 3% or more in the company (attach more sheets if necessary):

Name	Address
_____	_____
_____	_____
_____	_____

The Loudoun County Sanitation Authority requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from an RFP issued by Loudoun Water shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

**SECTION II - EMPLOYEES NOT TO BENEFIT**

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the Loudoun County Sanitation Authority, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

**SECTION III – CONFLICTS OF INTEREST**

This solicitation is subject to the provisions of VA Code Ann. Section 2.1-639.2 et. seq., the State and Local Government Conflict of Interests Act. The Vendor [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

**SECTION IV – COLLUSION**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (Printed) \_\_\_\_\_ Title \_\_\_\_\_

**OFFEROR MUST RETURN THIS FORM WITH PROPOSAL  
RIDER CLAUSE**

**Use of Contract by Members of the:  
Northern Virginia Cooperative Purchasing Council and  
Metropolitan Washington Council of Governments**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

YES NO JURISDICTION

- Alexandria, Virginia
- Alexandria Public Schools
- Alexandria Sanitation Authority
- Arlington County, Virginia
- Arlington County Public Schools
- Bladensburg, Maryland
- Bowie, Maryland
- Charles County Public Schools
- College Park, Maryland
- Culpeper County, Virginia
- District of Columbia
- District of Columbia Courts
- District of Columbia Public Schools
- District of Columbia Water & Sewer Auth.
- Fairfax, Virginia
- Fairfax County, Virginia
- Fairfax County Water Authority
- Falls Church, Virginia
- Fauquier County Schools & Government, Virginia
- Frederick, Maryland
- Frederick County, Maryland
- Gaithersburg, Maryland
- Greenbelt, Maryland
- Herndon, Virginia
- Leesburg, Virginia
- Loudoun County, Virginia
- Loudoun County Public Schools
- Loudoun Water
- Manassas, Virginia

YES NO JURISDICTION

- City of Manassas Public Schools
- Manassas Park, Virginia
- Maryland-National Capital Park & Planning Comm.
- Maryland Transit Authority
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery College
- Montgomery County, Maryland
- Montgomery County Public Schools
- Northern Virginia Community College
- OmniRide
- Potomac & Rappahannock Trans. Commission
- Prince George's County, Maryland
- Prince George's Public Schools
- Prince William County, Virginia
- Prince William County Public Schools
- Prince William County Service Authority
- Rockville, Maryland
- Spotsylvania County Schools
- Stafford County, Virginia
- Takoma Park, Maryland
- Upper Occoquan Sewage Authority
- Vienna, Virginia
- Virginia Railway Express
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission
- Winchester, Virginia
- Winchester Public Schools

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Date

---

**DEWATERING POLYMER FOR BROAD RUN WATER RECLAMATION FACILITY**  
**REQUEST FOR CONSIDERATION**

Submitting Vendor Name: \_\_\_\_\_

Polymer Product Name: \_\_\_\_\_

Polymer Product Number: \_\_\_\_\_

Unit Cost (Non-Binding): \_\_\_\_\_

Expected Polymer Dose (Non-Binding): \_\_\_\_\_

\_\_\_\_\_

Expected Dewatered Cake Solids (Non-Binding): \_\_\_\_\_

\_\_\_\_\_

Expected % Recovery (Non-Binding): \_\_\_\_\_

Minimum Order Requirements: \_\_\_\_\_

Delivery Lead Time: \_\_\_\_\_

Standard Packaging: \_\_\_\_\_