

**CITY OF FAIRMONT
WEST VIRGINIA**



BID FY26-16

**WATER & WASTEWATER TREATMENT CHEMICALS
FOR FY 2027**

BID DUE DATE:

FRIDAY, MAY 1, 2026
9:30 A.M.
CITY OF FAIRMONT
CITY MANAGER'S OFFICE
200 JACKSON STREET – 3RD FLOOR
FAIRMONT, WV 26554

BID OPENING:

FRIDAY, MAY 1, 2026
10:30 A.M.
CITY OF FAIRMONT WATER TREATMENT PLANT
MORRIS PARK – E. BRUCE McDANIEL COMPLEX
1400 PLEASANT VALLEY ROAD
FAIRMONT, WV 26554



INVITATION TO BID
Bid #FY26-16

WATER & WASTEWATER TREATMENT CHEMICALS FOR FY27

BIDS DUE: FRIDAY, MAY 1, 2026 at 9:30 AM (EST)
BID OPENING: FRIDAY, MAY 1, 2026 at 10:30 AM (EST)

INFORMATION FOR BIDDERS

The City of Fairmont is seeking proposals for **BID# FY26-16: WATER & WASTEWATER TREATMENT CHEMICALS FOR FY27**, under the terms and conditions set out further in this bid request. Each chemical will be awarded separately. **Purchases from this bid will be effective July 1, 2026 through June 30, 2027.**

1. RECEIVING SEALED BIDS

Sealed bids will be received by the City of Fairmont (herein called the "OWNER"), at the City Manager's Office, City Hall, 200 Jackson Street, Fairmont, WV until **9:30 a.m. on FRIDAY, MAY 1, 2026**, to the Purchasing Coordinator and then **bids received will be publicly opened and read aloud at 10:30 a.m., in the Water Treatment Plant Conference Room, located at Morris Park, 1400 Pleasant Valley Road, Fairmont, WV 26554.** The conference room is located at the rear of the E. Bruce McDaniel Complex through the double doors.

2. PREPARATION OF BIDS

Each bid must be submitted on the set of proposal forms (Part A & Part B) that are furnished with the bid package.

Each sealed envelope that contains a bid must be plainly marked on the outside of the envelope with the bidder's name, address and clearly marked as:

"BID: FY26-16 WATER & WASTEWATER TREATMENT CHEMICAL FOR FY27"

US POSTAL SERVICE:

If forwarding the bid by US Postal Service, the sealed envelope that contains the bid must be enclosed in another envelope and addressed to:

City of Fairmont
Attention: Purchasing Coordinator
PO Box 1428
Fairmont, WV 26555-1428

The City of Fairmont assumes no responsibility for receiving a bid that has been mailed through the US Postal Service after the deadline. A bid received through US Postal Service after the deadline will not be accepted.

COURIER SYSTEM SERVICE:

If forwarding the bid through a courier system, the sealed envelope that contains the bid must be enclosed in another envelope and addressed to:

City of Fairmont
Attention: Purchasing Coordinator
200 Jackson Street, Room 305
Fairmont, WV 26554

The City of Fairmont assumes no responsibility for receiving a bid that has been mailed through a courier system after the deadline. A bid received through a courier system after the deadline will not be accepted.

Hours of operation for the City of Fairmont Purchasing Department are Monday through Friday, 8:30 a.m. – 4:30 p.m. (EST), excluding holidays.

The City of Fairmont does not accept electronically submitted bids and assumes no responsibility for the premature opening of a bid that is not properly addressed and/or identified.

3. OWNER'S RIGHT TO WAIVE/REJECT

It is the intent of the Owner to award the lowest responsible bidder, provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. The City of Fairmont may waive any informalities or minor defects in a bid received and accept a bid which, in the Owner's judgement, is in the Owner's own best interests. The Owner may also waive or reject any and all bids and may, in its sole discretion, withdraw the bid and re-advertise for proposals using the same or a different request for proposals.

Any bid received after the time and date specified in Paragraph #1 shall not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof, weekends and holidays excluded.

4. QUALIFICATIONS OF BIDDER

The owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the obligations of the contract. The bidder shall furnish to the owner all such information and data as requested. The owner reserves the right to reject any bid if the investigation fails to satisfy the owner that a bidder is properly qualified to carry out the obligations of the Agreement.

5. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications or other bid documents will be made to any bidder orally. *All questions by prospective bidders, must be submitted in writing/email* to Toni Delimpo, Purchasing Coordinator, by email at tdelimpo@fairmontwv.gov or by mail to City of Fairmont, Attn: Purchasing Coordinator, PO Box 1428, Fairmont, WV 26555-1428, and must be received by the date for the submission of questions stated in the Bid Timetable.

If any addenda are issued for this bid, they will be posted online at fairmontwv.gov/bids.aspx by the date stated in the Bid Timetable. *It is the responsibility of the bidder to check the City of Fairmont's official website for any updates before submitting a bid.* Failure of any bidder to receive any addenda or interpretation shall not relieve such bidder from any obligation under their bid as submitted. Failure to acknowledge any addendum issued will result in the rejection of the bid.

6. PUBLIC NATURE OF RESPONSE MATERIAL

Responses to this Invitation to Bid will become the exclusive property of the City of Fairmont. All materials, unless defined and labeled by the respondent as "Trade Secrets" or "Proprietary Business Information" may be subject to disclosure upon request under the West Virginia Freedom of Information Act found in West Virginia Code §29B-1-1 et seq. The City shall not be liable or responsive for the disclosure of any such information.

7. VENDOR PREFERENCES

State and local vendor preferences may apply if a written claim is made at the time the bid is submitted.

8. GENERAL CONDITIONS

A. SAFETY:

The awarded bidder (hereinafter called "Contractor") shall always take every precaution for the protection of persons and property, including City of Fairmont staff and property and its own. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work under this contract. The Contractor shall maintain an adequate safety program to ensure the safety of Contractor employees, subcontractor employees, and all other individuals working under this Contract.

B. SUBCONTRACTS:

No portion of the work shall be subcontracted without prior written consent of the City of Fairmont. If a portion of the work is approved for subcontracting, the Contractor shall remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of this contract.

C. PERMITS AND RESPONSIBILITIES:

The Contractor shall, without additional expense to the City of Fairmont, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

D. ESTIMATED QUANTITIES:

The quantities of items specified in the Bid Proposal are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the City of Fairmont requirements do not result in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment.

- E. **BRAND NAMES:**
Bidders are to bid as specified herein or bid a pre-approved equal. Determination of equality is solely the responsibility of the City of Fairmont. **If bid results produce a chemical change, chemical testing will be required and must be conducted before a decision is made by the City of Fairmont.**
- F. **BEADED POLYMER REQUIREMENTS:**
- Bench/Jar Testing must be conducted *prior* to submitting a bid. Please contact the WWTP Superintendent, Bill Johnson at 304-366-6231, Ext. 250, giving at least a two-day notice, to make arrangements for the prior testing. Testing needs to be conducted between the hours of 7:00 a.m. and 1:00 p.m. (EST) and Mr. Johnson is to be present during the testing.
 - In order to ensure that the product meets our 20% dewatering standard, bidders are asked to leave two (2) 50-lb. bags of the proposed chemical at WWTP, so the staff can test the product in our system.
 - Material Safety Data Sheet (MSDS) is required with delivery.
- G. **CERTIFICATION STANDARDS:**
All items are to be certified to meet the American Water Works Association (AWWA) standards for use in waterworks, Rule ANSI/NSF, Standard 60/61, latest editions.
- H. **MATERIAL SAFETY DATA SHEET (MSDS):** Bidder must provide a current Material Safety Data Sheet (MSDS) with the bid submittal. Bidder must provide updated Material Safety Data Sheet (MSDS) if the information changes during the contract period.
- I. **TRAINING:**
Contractor is to provide on-site training to City of Fairmont staff on all awarded chemicals.
- J. **COST INCURRED BY BIDDERS:**
All expenses involved with the preparation and submission of the bid to the City of Fairmont, or any work performed in connection therewith is the responsibility of the bidder.
- K. **CHEMICAL DELIVERY/TURNAROUND:**
Chemical delivery/turnaround is requested to be 3 or 4 days delivery/turnaround after an initial order has been made in order for our facilities to stay on schedule. Deliveries can only be made between 8:00 a.m. to 2:00 p.m. (EST), Monday through Friday, unless other arrangements are agreed upon with facility manager. Chemical delivery personnel are required to stay with and personally monitor their chemicals until unloading has been completed and are responsible for the cleanup of any chemical spills, except spills that may be the fault of the receiver. Contractors may be required to provide their company's truck number, trailer number, driver's name and picture ID within 24 hours prior to delivery. Once onsite, driver may be required to present their photo ID. *A delivery vehicle with a lift gate is required to make unloading easier at our facilities.*
- L. **REMOVAL OF CONTAINERS:**
Vendor is responsible for the removal of vendor's prior containers, either upon delivery of new containers or at the request of the City of Fairmont.

9. MISCELLANEOUS CHEMICAL INFORMATION

Caustic Soda

- * 1,400-gallon tank with 2" female connection
- * Distance from truck to connection <10'
- * Safety shower within 55'

Sodium Hypochlorite

- * 1,400-gallon tank with 2" male connection
- * Distance from truck to connection <10'
- * Safety shower within 55'

Hydrofluorosolic Acid

- * 500-gallon tank with 2" female connection
- * Distance from truck to connection <10'
- * Safety shower within 55'

Coagulation Tank #1

- * 2,550-gallon tank with male connection
- * Distance from truck to connection <10'
- * Safety shower within 55'

10. NON-DISCRIMINATION IN THE WORKPLACE

By the submission of their proposal, vendor acknowledges that they do not discriminate against any employee or applicant for employment because of race, color, creed, sex, or national origin, or any other form of discrimination in hiring, placement, upgrading, transfer or demotion, recruitment, advertising, or solicitation for employment, training, rates of pay or other forms of compensation, selection for apprenticeship layoff or termination in compliance with the provisions of West Virginia Code Chapter 5, Article 11.

11. DRUG FREE WORKPLACE

By submission of a proposal, a vendor acknowledges that they maintain a valid written drug free workplace policy and that such policy in compliance with the provisions of West Virginia Code Chapter 21, Article 1D

12. LEGAL ADVERTISEMENT

This Invitation to Bid will be advertised in the Times West Virginian as a Class II legal ad on **Wednesday, April 1, 2026** and again on **Thursday, April 9, 2026**.

13. REQUIRED BID DOCUMENTS

The City of Fairmont may disqualify a bid if the following documents are not complete and included in the sealed bid:

- | | |
|---------------------------------------|------------------------------------|
| 1. Bid Proposal Part A | 2. Bid Proposal Part B |
| 3. Certification and Signature | 4. Agreement Addendum |
| 5. Addendum Acknowledgement | 6. Signed Addendum (if any issued) |
| 7. MSDS (Material Safety Data Sheets) | 8. Non-Litigation Certification |
| 9. Non-Discrimination Affidavit | 10. Drug Free Workplace Affidavit |

The City of Fairmont may request the following documents from an award bidder(s) if necessary:

1. WV State Business License (Copy)
2. Current W9

14. BID TIMETABLE

The anticipated schedule for the bid process is as follows:

- | | |
|----------------------------|--|
| • Wednesday, April 1, 2026 | Bid documents available on website |
| • Friday, April 17, 2026 | Submission of questions deadline-3:00 pm |
| • Monday, April 20, 2026 | Final addenda posted on website-4:30 pm |
| • Friday May 1, 2026 | <u>Bids due:</u> 9:30 a.m. at City Hall |
| • Friday, May 1, 2026 | <u>Bid opening:</u> 10:30 a.m. at Water
Treatment Plant-Morris Park in the
E. Bruce McDaniel Complex |



BID PROPOSAL - PART A

Bids Due: Friday, May 1, 2026 - 9:30 a.m. (EST)

Bid Opening: Friday, May 1, 2026 - 10:30 a.m. (EST)

BID: FY26-16 CHEMICALS FOR FY27

COMPANY _____

Item #	Description	DEPARTMENT	TYPICAL DELIVERY QUANTITY	ESTIMATED ANNUAL QUANTITY	PRICE PER UNIT
1	Chlorine 1-ton cylinders Filt.-30 tons / WWTP-20 tons approx. annual	FILTRATION AND WWTP	1 ton	50 tons	\$_____ / ton
2	Sodium Bisulfite 38% 55-gallon drums Filt. 3,000 gal/WWTP-17,000 gal approx. annual	FILTRATION	4 drums	3,000 gallons	\$_____ / drum
3	Sodium Bisulfite 38% 330-gallon pump off totes To be pumped off by vendor into bulk tanks	WWTP	1,800 gallons	17,000 gallons	\$_____ / gal
4	Caustic Soda - 25% 1,300 gallon bulk tank Ordered in 330-gallon totes To be pumped off by vendor into bulk tanks	FILTRATION	2 totes	40,000 gallons	\$_____ / gal
5	Hydrofluorosilic Acid - 23% 330-gallon pump-off totes To be pumped off by vendor into bulk tanks	FILTRATION	1 tote	10,000 gallons	\$_____ / gal
6	Defoamer - 84% 30-40% Concentration 55 gallon drums	WWTP	2 drums	660 gallons	\$_____ / gal
7	Sodium Hypochlorite - 12% 330 gallon pump-off totes To be pumped off by vendor into bulk tanks	FILTRATION	1 tote	17,000 gallons	\$_____ / gal
8	XL8 330-gallon pump-off totes To be pumped off by vendor into bulk tanks	FILTRATION	1 tote	14,000 gallons	\$_____ / gal
9	Citric Acid - 50% Liquid - 55 gallon drums	FILTRATION	4-12 drums	120 drums	\$_____ / drum
10	K-5 or Smart Phos Liquid - 55 gallon drums	FILTRATION	4 drums	120 drums	\$_____ / drum
11	Sodium Permanganate Strength 19-21.5% Liquid - 55 gallon drums	FILTRATION	1 drum	1 drum	\$_____ / gal
12	Beaded Polymer See INFORMATION FOR BIDDERS for requirements	WWTP	40-50lb. Bags	24,000 pounds	\$_____ / lb

ALL PRICE PER UNIT QUOTED (PART A) ARE TO INCLUDE:

*REMOVAL OF PREVIOUS CHEMICAL CONTAINERS

*TRAINING

*PRICING IS EFFECTIVE FOR FY27 (07/01/2026-06/30/2027)



BID PROPOSAL - PART B

Bids Due: Friday, May 1, 2026 - 9:30 a.m. (EST)

Bid Opening: Friday, May 1, 2026 at 10:30 a.m. (EST)

BID: FY26-16 CHEMICALS FOR FY27

COMPANY _____

PLEASE LIST AMOUNT FOR FUEL SURCHARGE PER DELIVERY. IF NO CHARGE, INDICATE "NA"

PLEASE INDICATE THE NUMBER OF DAYS FOR DELIVERY/TURNAROUND FROM TIME OF ORDER (EX: 3-5 DAYS)

Item #	Description	FUEL SURCHARGE PER DELIVERY	# OF DAYS FOR DELIVERY (TURNAROUND)	Additional (please explain)
1	Chlorine 1-ton cylinders Filt.-30 tons / WWTP-20 tons approx. annual	\$ _____		
2	Sodium Bisulfite 38% 55-gallon drums Filt. 3,000 gal/WWTP-17,000 gal approx. annual	\$ _____		
3	Sodium Bisulfite 38% 330-gallon pump off totes To be pumped off by vendor into bulk tanks	\$ _____		
4	Caustic Soda - 25% 1,300 gallon bulk tank Ordered in 330-gallon totes To be pumped off by vendor into bulk tanks	\$ _____		
5	Hydrofluorosolic Acid - 23% 330-gallon pump-off totes To be pumped off by vendor into bulk tanks	\$ _____		
6	Defoamer - 84% 30-40% Concentration 55 gallon drums	\$ _____		
7	Sodium Hypochlorite - 12% 330 gallon pump-off totes To be pumped off by vendor into bulk tanks	\$ _____		
8	XL8 330-gallon pump-off totes To be pumped off by vendor into bulk tanks	\$ _____		
9	Citric Acid - 50% Liquid - 55 gallon drums	\$ _____		
10	K-5 or Smart Phos Liquid - 55 gallon drums	\$ _____		
11	Sodium Permanganate Strength 19-21.5% Liquid - 55 gallon drums	\$ _____		
12	Beaded Polymer	\$ _____		

Representative (Signature) _____ (Print) _____

Date _____



INVITATION TO BID
Bid Number FY26-16
WATER AND WASTEWATER TREATMENT CHEMICALS
FOR FISCAL YEAR 2027
Bids Due: Friday, May 1, 2026 at 9:30 a.m. (EST)
Bid Opening: Friday, May 1, 2026 at 10:30 a.m. (EST)

ADDENDUM ACKNOWLEDGEMENT

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____*, to the CITY OF FAIRMONT, FAIRMONT, WEST VIRGINIA (hereinafter called "OWNER").

In compliance with the Advertisement for Bids, "BIDDER" hereby proposes to provide the CITY OF FAIRMONT in strict accordance with the CONTRACT DOCUMENTS, at the prices stated within the proposal.

By submission of this bid, bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has arrived independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

BIDDER acknowledges receipt of the following **ADDENDUM** (If there is not an addendum issued during the bid process; bidder will leave this section blank):

Addendum # _____	Dated _____	Bidder to initial _____
Addendum # _____	Dated _____	Bidder to initial _____
Addendum # _____	Dated _____	Bidder to initial _____
Addendum # _____	Dated _____	Bidder to initial _____

***NOTE: Insert "a corporation", "a partnership", or "an individual" as applicable.**

Respectfully submitted:

Signature

Title

Address

Phone #

Date

(Seal – if BID is by a corporation)

Attest _____

AGREEMENT ADDENDUM

(Rev. 3/14/24)

This Addendum shall become part of any contract by and between the successful vendor and the City of Fairmont. Any conflict between any such contract or any general terms and conditions relating to or attached to said contract and this Addendum, shall be controlled by this Addendum:

Disputes: Any referenced in the agreement to mandatory mediation, arbitration or to the jurisdiction of any court is hereby deleted. Disputes arising out the agreement shall be exclusively presented to the Circuit Court of Marion County, West Virginia.

Hold Harmless/Indemnification: Any provision requiring the City of Fairmont to indemnify or hold harmless any party is deleted in its entirety per the provisions of West Virginia Code §5A-3-62.

Governing Law: The agreement shall be exclusively governed by the Laws of the State of West Virginia. This provision replaces any provision of the Agreement to the contrary.

Payment: Any references to pre-payment are deleted. All payments shall be in arrears.

Interest or Late Fees: All provisions for interest, late fees or charges for late payments are deleted. The City has no statutory authority to pay interest or late fees.

No Waiver: Any language in the Agreement requiring the City of Fairmont to waive any rights, claims, defenses or damages is deleted.

Limitation on Liability: The City of Fairmont is a political subdivision, and its board and commissions are statutorily created public entities, and as such neither the City nor its boards and commissions can agree to assume the potential liability of the other party to this Agreement. Accordingly, any provision limiting liability for direct damages to a certain dollar amount or to the amount of fees, including subscription fees, paid or to the amount of the agreement is hereby deleted. Limitations on incidental, indirect or consequential damages are acceptable. Limitations on special damages are void. In addition, any limitation that precludes any action for injury to person or property is null and void.

Statute of Limitations: Any provision which purports to limit the time within which the City may assert a claim under or pursuant to the agreement is deleted.

Lien Waiver: If payment and performance bonds are required, the provisions of West Virginia Code 38-2-39 apply. To the extent that payment and performance bonds are not required, any provision of any agreement which purports to authorize or give rise to a lien against the City of Fairmont is null and void and any all such liens are hereby waived.

Fees and Costs: Any provision obligating the City of Fairmont or its boards and commission to pay attorneys' fees, court costs or litigation expenses of the other party is deleted. The City of Fairmont will only recognize an obligation to pay attorneys' fees, court costs or litigation expenses of the other party if the same are ordered by a court of competent jurisdiction.

Fiscal Year Funding: Service performed under the agreement and thus the term of this agreement shall be for periods of one fiscal year each. The initial term of this agreement shall be from the date of the agreement until June 30 of the then fiscal year. Services performed under the agreement may be continued in succeeding fiscal years contingent upon funding being appropriated by the City of Fairmont and made available for this service. In the event the funds are not appropriated or otherwise made available for this service, this agreement shall terminate without penalty on June 30 of the then fiscal year. After that date, the agreement becomes of no effect and is null and void. However, best efforts to have the amounts contemplated under the agreement included in the City of Fairmont budget for the ensuing fiscal year will be made. Non-appropriation or non-funding shall not be considered an event of default. The City of Fairmont will make reasonable effort to provide at least thirty days' notice of the Boards non-appropriation of funds.

Confidentiality: Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. Municipal contracts are public records under the West Virginia Freedom of Information Act. Final documents produced and delivered to the City of Fairmont are subject to the Act. To the extent that the Act provides an exemption for information which may be protected and exempted from disclosure, the exemption will be asserted

Right to Relief: Any right to relief whether at law or equity, including injunctive relief, shall only be available upon satisfactory proof made to a court of competent jurisdiction. Any provision that purports to establish a presumption of harm or damages shall be considered null and void.

Insurance: Any provision requiring the City of Fairmont to purchase or maintain insurance for the benefit of any party other than the City of Fairmont is deleted. The City of Fairmont will provide a certificate of insurance describing the coverages and limits of its insurance upon request.

Application to Exhibits: This addendum shall apply with equal force to any conflict between the terms of this Addendum and any exhibit attached to the contract between the parties.

Amendments: All amendments, modifications, alterations or changes to the agreement shall be written and signed by the parties. No amendment, modification, alteration or change may be made to this addendum or the agreement without the express written approval of the City Manager.

Insurance Requirements: Vendor shall purchase and maintain, during the term of its contract with the City of Fairmont, comprehensive property and general liability insurance and the City of Fairmont is to be named as an additional insured or certificate holder on all such insurance. A certificate of insurance evidencing such insurance must be provided to the City of Fairmont prior to the commencement of work. Coverages shall not be written for less than the amounts and coverages provided required by the CITY OF FAIRMONT INSURANCE AND CERTIFICATE OF INSURANCE REQUIREMENTS, a copy of which is attached.

City of Fairmont

By: Travis Blosser

Its City Manager

Date: _____

Bidder

Company: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____





INVITATION TO BID
Bid Number FY26-16
WATER & WASTEWATER TREATMENT CHEMICALS FOR FY27

Bids Due: Friday, May 1, 2026 at 9:30 a.m. (EST)
Bid Opening: Friday, May 1, 2026 at 10:30 a.m. (EST)

CERTIFICATION AND SIGNATURE PAGE

By signing below, I _____ on behalf of _____, hereinafter Company, certify that I have reviewed the City of Fairmont's solicitation for bid or request for proposal for **BID FY26-16: WATER & WASTEWATER TREATMENT CHEMICALS FOR FY27** in its entirety; that the requirements, terms and conditions, and other information contained therein are clearly understood; that the Company is submitting this bid or proposal or response for the City of Fairmont's review and consideration; that the Company agrees to hold firm the terms and conditions of this bid or proposal or response for a period of forty-five (45) days, the bid hold period; that if during the bid hold period, the City of Fairmont accepts the terms and conditions of this bid, proposal or response, that the terms and conditions, including but not limited to terms and conditions relating to price, quantities, and shipping and delivery, constitute a binding and valid contract between the Company and the City of Fairmont for the time period stated in the solicitation for bid or request for proposal; that I am authorized by the Company to execute this certification and any documents relating thereto on the Company's behalf; that I am authorized to bind the Company in a contractual relationship with the City of Fairmont; and that this certification and signature page together with the attached proposal or response and the solicitation for bid or request for proposal are sufficient to indicate that a contract for the sale of goods described therein has been made between the Company and the City of Fairmont.

Company

Representative Name & Title (Print)

Representative Signature

Date

Contact Phone

Email Address



**Bid Number FY26-16
WATER AND WASTEWATER TREATMENT CHEMICALS
FOR FISCAL YEAR 2027**

**Bids Due: Friday, May 1, 2026 at 9:30 a.m. (EST)
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NON-LITIGATION CERTIFICATE

By signing below, I _____ on behalf of _____, hereinafter "Company", do hereby certify that Company has not within the past three (3) years been a party and is currently not a party to any actual or threatened litigation, mediation or arbitration arising out of performance of any construction contract with any local, state or federal government entity.

Dated this _____ day of _____, 20_____

Company Name

By: _____
Name

Printed Name of Authorized Representative

Title: _____

Date: _____



Bid Number FY26-16
WATER AND WASTEWATER TREATMENT CHEMICALS
FOR FISCAL YEAR 2027

Bids Due: Friday, May 1, 2026 at 9:30 a.m. (EST)
Bid Opening: Friday, May 1, 2026 at 10:30 a.m. (EST)

NON-DISCRIMINATION IN WORKPLACE CONFORMANCE AFFIDAVIT

STATE OF _____
COUNTY OF _____, To Wit:

I, _____, after being duly sworn, depose and state as follows:

I am an employee, principal or duly authorized agent of _____;
(Company Name)

and, I do hereby attest that _____ does not
(Company Name)

discriminate against any employee or applicant for employment because of race, color, creed, sex, or national origin, or any other form of discrimination in hiring, placement, upgrading, transfer or demotion, recruitment, advertising, or solicitation for employment, training, rates of pay or other forms of compensation, selection for apprenticeship layoff or termination.

The above statements are sworn to under penalty of false swearing.

By: _____
Name

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____, 20____, by

Name Title of

Company Name

Notary Public

My commission expires:



Bid Number FY26-16
WATER AND WASTEWATER TREATMENT
CHEMICALS FOR FISCAL YEAR 2027

Bids Due: Friday, May 1, 2026 at 9:30 a.m. (EST)
Bid Opening: Friday, May 1, 2026 at 10:30 a.m. (EST)

DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
WEST VIRGINIA CODE §21-1D-5

STATE OF _____
COUNTY OF _____, To Wit:

I, _____, after being duly sworn, depose and state as follows:

I am an employee, principal or duly authorized agent of _____;
(Company Name)
and, I do hereby attest that _____ maintains
(Company Name)
a valid written drug free workplace policy and that such policy is in compliance with the provisions of West Virginia Code §21-1D-5.

The above statements are sworn to under penalty of false swearing.

By: _____
Name

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____, 20____, by

Name Title of

Company Name

Notary Public
My commission expires:
