

**HARNETT COUNTY
FINANCE/PURCHASING**

REQUEST FOR BIDS

**WATER AND WASTEWATER TREATMENT CHEMICALS
FOR
HARNETT REGIONAL WATER**

**FIRM BIDS FOR SUPPLIES AND DELIVERY
FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2025**

DUE DATE: NO LATER THAN 2:00 PM May 22, 2024

OPENING DATE: May 22, 2024

TIME: 2:00 PM

**LOCATION: HARNETT REGIONAL WATER BUSINESS CENTER
700 McKINNEY PARKWAY
LILLINGTON, NC 27546
CONFERENCE ROOM 101**

Send question via email:

purchasing.support@harnett.org

Include Chemical Bid Question in the subject line

FAXES OR E-MAILS ARE NOT ACCEPTED FOR THIS QUOTE

THE COUNTY OF HARNETT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS RECEIVED, OR TO SELECT THE BID WHICH IN OUR OPINION, IS IN THE BEST OVERALL INTEREST OF THE COUNTY.

MAIL VIA UPS OR FEDEX COURIER SERVICE OR DELIVER BIDS IN A SEALED ENVELOPE IDENTIFIED “QUOTE ENCLOSED –HRW 05222024”, YOUR FIRM NAME AND THE OPENING DATE ON THE OUTSIDE OF THE ENVELOPE. PLEASE NOTE THAT PAGE (#9) “EXECUTION OF PROPOSAL PAGE” AND E-VERIFY AFFIDAVIT ON PAGE (#10) WITH THE NOTARIAL SEAL AFFIXED ON IT AND PAGE (#11) MUST BE INCLUDED IN YOUR QUOTE PROPOSAL.

**TO: Harnett County Finance
Attn: Renea Warren-Ford
Purchasing Agent
455 McKinney Parkway
Lillington, N.C. 27546**

Harnett Regional Water

Request for Bids

Water and Wastewater Treatment Chemicals

Harnett County (the “County”) is soliciting firm BIDS for the purchase and delivery of water and wastewater chemicals for the period from July 1, 2024 through June 30, 2025. Purchases will be in full tanker truckloads (TTL), Less than Truckload (LTL), totes, pallet loads or as noted below. All pricing is for chemicals delivered. No fuel surcharges will be considered unless spot diesel fuel prices for over the road vehicles rise above \$6.00 per gallon for 60 consecutive days.

GENERAL SPECIFICATIONS & INSTRUCTIONS TO BIDDERS

Scope

It is the intent of this request for bids to obtain proposals for supplying the materials, supplies and/or equipment listed in the Bid Proposal Sheets, attached hereto and hereby incorporated herein.

Compliance with Specifications

Supplier’s quote must be in strict compliance with the specifications and offer the same or equal materials. Harnett Regional Water (HRW) reserves the right to allow or disallow minor deviations from the specifications in order to purchase what best meets the needs of the County from a standpoint of quality, price and service to be rendered.

Warranty

In submitting a quote, the bidder warrants that all goods furnished shall be free from all defects and shall conform in all respects to the technical specifications established herein. The bidder expressly warrants that all items bid are fit and sufficient for their intended purpose.

Shipping

All prices are to be quoted F.O.B. delivered, unless otherwise specified. Risk of loss and/or damage shall be upon the seller until such time as the goods have been physically delivered and accepted by the County. LTL deliveries shall be made by the supplier submitting the quote. No subcontracting of these deliveries is allowed.

Unit Prices to Prevail

Prices shall be submitted on per unit basis by line item. In the event of a disparity between the unit price and the extended price, the unit price shall prevail.

Bid Price Corrections

No corrections will be permitted after bid opening.

Use of Brand Names And References

Unless otherwise stated, the use of manufacturer's names and product numbers are for descriptive purposes and establishing general quality levels only.

Rejection of Bids

The County reserves the right to reject any and all bids.

Award

Award shall be made to the lowest responsive responsible bidder (also referred to as "Supplier") for each item taking into consideration quality, performance and time specified in the proposal for the performance of the contract. Time of delivery and prompt payment discounts will be considered in breaking tie bids. **Harnett County reserves the right to award individual bids for each chemical requested or to combine any and all bids dependent upon meeting the best interests of the County.** Bidders may provide pricing for one or more items and are not required to submit pricing or forms for those items not bid.

Taxes

Harnett County is exempt from and will not pay federal taxes. An exemption certificate will be furnished upon request. North Carolina and local sales tax shall be shown as a separate item. The North Carolina Sales & Use Tax Technical Bulletin, dated December 1, 2008, Section 59-15 states that "Chemicals which are introduced in the water during the purification processes are exempt from tax" and Section 59-19 states that sewage treatment plants are not manufacturers under the Sales and Use Tax Law, and the purchases of chemicals are subject to the general rate of State tax and any applicable local sales or use tax." Sales tax will not be a consideration in the award.

Payment

Upon complete delivery and receipt of a correct invoice, payment will be made by County Net 30.

Terms and Conditions

Terms and Conditions included herein are an integral part of the bid document and shall prevail unless changes or attachments are agreed to and initialed by Harnett County prior to the bid opening. Terms and Conditions attached to the bid by the bidder and made a condition of purchase may render the bid non-responsive and may be rejected by Harnett County.

- A. Contract Term/Conditions:** This is a contract for one (1) year beginning July 1, 2024 and ending June 30, 2025. Although the contract is for one (1) year, said contract may be terminated at any time if funds are not appropriated and made available by the Harnett County Board of Commissioners. Bidder warrants that bid prices, terms, and conditions quoted in his/her bid will be firm for acceptance for a period of one (1) year.

- B. Contract Extension:** Harnett County reserves the right to renew this contract after the initial contract term expires for two additional fiscal years subject to the same terms and conditions upon agreement of both parties, provided that funds have been appropriated by the governing board and performance under this contract has been satisfactory. Price increase shall be considered at contract renewal time and may be cause for non-renewal.

Default

Failure to satisfactorily perform the services required by the contract for the project will be grounds for County to declare the successful bidder in default. Unless otherwise provided herein, the contract may be canceled or annulled with a 30-day notice by County in whole or in part by written notice of default to the bidder upon nonperformance or violation of contract terms. An award may be made to another bidder for services specified, or they may be purchased on the open market and the defaulting supplier shall be liable to County for costs to the County in excess of the defaulted contract prices. The bidder shall continue the performance of this contract to the extent that any part is not terminated under the provisions of this clause.

Training/Safety

When requested or required, a factory-trained representative shall be made available to train County personnel in the use of and/or safety aspects of the equipment or chemical. The successful bidder shall provide a Safety Data Sheet (SDS) for each product prior to the first delivery and provide updated SDS as they occur. The supplier/transporter shall be responsible for adhering to all federal, state and local safety rules and regulations. All supplier/transporter employees shall adhere to all safety practices and use of approved PPE during off loading chemicals. The supplier/transporter shall be responsible for any and all chemical spills during off loading of chemicals (containment, cleanup and abatement) in accordance with the facility's written SPCC plan.

Contractor's Representative for Business Purposes

The name, mailing address, electronic mail address, facsimile number, and telephone number of the supplier's authorized agent with authority to bind the firm and answer official questions concerning the supplier's proposal must be clearly stated.

Leaking Containers During Shipment

All containers delivered will be inspected for leakage upon arrival and prior to unloading. Leaking containers will not be unloaded and accepted by the County. Response and remediation for any containers determined to be leaking shall remain the responsibility of the transporter.

Tie Bids

In the event of identical bids, the County will base its award recommendation on the following basis: (1) prior service records; and (2) type equipment utilized to service the County.

Indemnity and Insurance

Bidder will indemnify and hold harmless the County, its officers, agents, and employees from and against all loss, cost, damages, expense and liability caused by accident or other occurrence resulting in bodily injury, including death and disease to any person, or damage or destruction to property, real or personal, arising directly or indirectly from operations, products, or services rendered or purchased under the contract. Bidder, at its sole expense, will purchase and maintain the insurance listed below as A, B, & C.

- A. Automobile – Automobile bodily injury and property damage liability insurance in an aggregate amount of at least \$1,000,000.00.
- B. Commercial General Liability-Bodily injury and property damage liability as will protect bidder from claims of bodily injury or property damages which arise from operations of this contract. The amounts of such insurance coverage shall not be less than \$2,000,000.00 per occurrence and \$5,000,000.00 aggregate coverage. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability.

- C. Workers' Compensation and employers' liability meeting the statutory requirements of the State of North Carolina.

The successful bidder shall provide the County with a certificate of such insurance which shall name County as an additional insured and contain the provision that the County will be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. However, a ten (10) day notice is sufficient for cancellation due to non-payment of premium.

Equal Opportunity Employer

Harnett County is an equal employment opportunity employer. The County is a federal contractor, and therefore the provisions and affirmative action obligations of 41 CFR § 60-1.4(a), 41 CFR 60-741.5(a), and 41 CFR 60-250.4 are incorporated herein by reference, where applicable.

Other

1. Certified copy of chemical analysis shall accompany bid and each delivery.
2. Delivery shall be made F.O.B. Harnett Regional Water' plants as directed at time order is placed.
3. Prices shall include loading, unloading, pumping, pallet and all charges related to delivery.
4. Unit prices calculated other than as requested on the bid proposal sheet will not be considered unless it is easy to convert to requested bid units.

Award of Contract

No agreements with any selected bidder shall be binding until a contract is signed and executed by Harnett County and the successful bidder. All items in this RFP must be included in the proposed contract. Harnett County reserves the right to enter into a contract with another bidder in the event that the originally selected bidder fails to execute a contract with the County or defaults on its contract.

Questions

Please send all questions concerning the specifications, the RFP, points of delivery, etc. for Water Treatment Chemicals via email to purchasing.support@harnett.org and include **Chemical Bid Question** in the subject line.

BID PROPOSAL

Item 1a. CAUSTIC SODA (SODIUM HYDROXIDE, 50%)

Estimated Quantity 380 Dry Tons Quote TTL Price per dry ton \$ _____

Estimated Quantity 250 gallons Quote LTL Price per gallon \$ _____

Item 1b. CAUSTIC SODA (SODIUM HYDROXIDE, 25%)

Estimated Quantity 2000 gallons Quote LTL Price per gallon \$ _____

The cost of this chemical varies due to strength. Provide the formula used for calculating the delivered cost from the unit price using the wet weight delivered and chemical analysis for Dry Tons(TTL) and Cost per gallon (LTL). **Failure to include the formula may be grounds for dismissal of bid.**

Manufacturer _____ Brand _____

Notes: In addition to the detailed specifications, the following requirements pertain:

1. Delivery of approximately 45,000 pounds (TTL) of Caustic Soda (50%) to the water plant from time to time and 2250 gallons (LTL, 50% or 25%) to be made to the wastewater plants once or twice a year as required by Harnett Regional Water.
2. Delivery shall be made within 72 hours of request between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

Product Specifications

ITEM NO. 1

a. SODIUM HYDROXIDE (50%)

b. SODIUM HYDROXIDE (25%)

1.1 Scope

Sodium hydroxide supplied for water plant use under this specification shall conform to all provisions of the current AWWA B-501 Standard.

This specification covers sodium hydroxide for use in water and wastewater treatment. The estimated annual usage is a.) **380 dry tons** of 50% for the water plant for full truckloads (TTL) and, b.) **2250 gallons** of 25% and 50% for the wastewater plants for less than truckloads (LTL). Sodium Hydroxide for the water and wastewater plants can be diaphragm grade. Pricing will be per dry ton basis (TTL) for the water plant and per gallon basis (LTL) for the wastewater plants. Wastewater deliveries will be by offloading the number of totes required.

1.2 Purpose

The purpose of this specification is to provide manufacturers and suppliers with the minimum requirements for sodium hydroxide, including physical, chemical, packaging, shipping, and testing requirements.

1.3 Physical Requirements

Liquid sodium hydroxide is a solution of anhydrous sodium hydroxide and water.

1.4 Chemical Requirements

Sodium hydroxide delivered under this contract for the water plant shall contain approximately 50 percent sodium hydroxide (NaOH), sodium hydroxide for the wastewater plants may be either approximately 50 percent or approximately 25 percent as required by the County.

1.5 Impurities

1.5.1 General. The sodium hydroxide supplied according to this specification shall contain no soluble material or organic substances in quantities capable of producing deleterious effects on the health of those consuming water that has been treated properly with the sodium hydroxide.

1.5.2 Specific Impurity Limits. Sodium hydroxide supplied to the water plant shall contain no more than the following percentages of specific impurities:

- Mercury 0.5 ppm
- Arsenic 1.5 ppm
- Lead 5 ppm
- Heavy Metals(as lead) 15 ppm
- Iron, 0.0008% dry weight basis
- Sodium Chloride, 2.2% dry weight basis

1.6 Sampling and Analysis

1.6.1 Sampling. Samples requested by a Harnett County employee shall be taken by the driver at the point of delivery and in the presence of a Harnett County employee. The sample shall be placed in a container that will be provided by the County, which shall include a label to be completed by the driver collecting the sample. The sample shall be given to the Harnett County employee for processing.

1.6.2 Tank Samples. The sample taken by the driver should be a representative sample of the product delivered. Samples shall be held by County for 30 days before disposal.

1.6.3 Analysis. No independent analysis of the provided samples will be performed by an outside laboratory unless it is deemed necessary for product verification. A Harnett County employee supervising chemical delivery may perform simple tests such as specific gravity, pH or strength of product on the product before it is accepted for offloading into the County's storage vessels.

1.7 Rejection

1.7.1 Notice of Nonconformance. If the sodium hydroxide delivered does not meet the requirements of the current ANSI/AWWA B501 standard, a notice of nonconformance shall be given to the supplier by County within ten days of County's discovery of nonconformance. County shall have the right to reject all nonconforming product.

1.7.2 Material Originating Outside of North America. No material shall be supplied under this contract that was manufactured outside of North America without written approval of the County. The supplier shall inform the County, in writing, that the material was manufactured outside of North America, the origin of the material, and certification of conformance with the current ANSI/AWWA B501 Standard.

1.8 Affidavit of Compliance

The County requires (1) an affidavit from the manufacturer that the sodium hydroxide furnished under these specifications complies with all applicable requirements of the current ANSI/AWWA B501 Standard. (2) A certified analysis of the sodium hydroxide and a certified weight certificate shall be furnished by the supplier with each shipment. The analysis shall include product content.

1.8.1 Product Certifications. Sodium hydroxide is a direct additive used in the treatment of potable water. The material for the water plant should 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. Evaluation shall be accomplished in accordance with requirements that are no less restrictive than those listed in ANSI/NSF Standard 60. Certification shall be accomplished by a certification organization accredited by the American National Standards Institute.

1.9 CHEMICAL SPILL RESPONSE REQUIREMENTS

1.9.1 Hazmat Response Team. Each chemical supplier shall furnish the name, address and telephone number of a qualified Hazmat Response Team. This team shall be supplied by the supplier to clean-up and mitigate a chemical spill caused by the supplier or its designee. The Hazmat Response Team must meet OSHA requirements and be available twenty-four (24) hours per day, seven (7) days per week.

1.9.2 Spill Response. Response to a hazardous material clean-up shall occur within eight (8) hours of notification by the treatment plant or the authorized representative, Spill mitigation actions taken by HRW personnel shall not be construed as a replacement for Chemical Spill Response. The Plant Supervisor or authorized designee shall make the determination of need for Hazmat Response Team assistance. Supplier must supply information on response team prior to first shipment.

2.0 PACKAGING & SHIPPING

Packaging and shipping of all sodium hydroxide solutions shall conform to all applicable local, state and federal regulations (including USDOT regulations and applicable interstate regulations).

EXECUTION OF PROPOSAL PAGE

Water and Wastewater Treatment Chemicals

Date: _____

By submitting this proposal, Supplier certifies the following:

An authorized representative of the firm has signed this proposal.

It can obtain insurance certificates as required within 10 calendar days after notice of award.

The Supplier has determined the cost and availability of all equipment, materials and supplies associated with performing the services outlined herein.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The Supplier is aware of the prevailing conditions associated with performing this contract.

The Supplier agrees to complete the scope of work for this project with no exceptions.

Therefore, in compliance with the foregoing Request for Proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within (60) days from the date of the opening, to furnish the services for the prices quoted.

Supplier: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Principal Place of Business
if different from above: _____

By _____ Title: _____
(Type or Print Name)

(Signature)

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF HARNETT

I, _____(the individual attesting below), being duly authorized by and on behalf of _____ ("Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
- 3. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 4. Employer's subcontractors comply with E-Verify pursuant to federal law, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 202__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 202__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

LS14-369