

**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, 2023 THROUGH JUNE 30, 2024**

**DUE DATE: NO LATER THAN 2:00 PM June 7, 2023**

**OPENING DATE: June 7, 2023**

**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 06072023”, 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 ON 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, 2023 through June 30, 2024. 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, 2023 and ending June 30, 2024. 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](mailto:purchasing.support@harnett.org) and include **Chemical Bid Question** in the subject line.

# BID PROPOSAL

**Item 1a. SODIUM HYPOCHLORITE, 15% Trade**

Estimated Quantity 350,000 lbs. chlorine Quote TTL Price per lb. available chlorine \$\_\_\_\_\_

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 or gallons delivered and chemical analysis. **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 48,000 pounds (TTL) of Sodium Hypochlorite 15% to the water plant from time to time for traditional use (usually two loads in one day) or occasionally for Chlorine Dioxide Generator System as required by Harnett Regional Water.
2. Delivery shall be made within 120 hours of request between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

**Item 1b. SODIUM HYPOCHLORITE, 12% Trade**

Estimated Quantity 4,500 lbs. chlorine Quote TTL Price per lb. available chlorine \$\_\_\_\_\_

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 or gallons and chemical analysis. **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:

3. Delivery of approximately 45,000 pounds (TTL) of Sodium hypochlorite 12% to the water plant once during the summer for Chlorine Dioxide Generator System as required by Harnett Regional Water.
4. Delivery shall be made within 120 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 HYPOCHLORITE (15 Trade %)    b. SODIUM HYPOCHLORITE (12 Trade %)

#### 1.1 Scope

Sodium hypochlorite supplied under this specification shall conform to all provisions of the current AWWA B-300 Standard.

This specification covers sodium hypochlorite for use in water treatment. The estimated annual usage is a.) 350,000 lbs. of 12.5% available chlorine and b.) 4,500 lbs. of 10.0% available chlorine. Pricing is requested for full truckloads (TTL) on a price per lb. available chlorine basis.

#### 1.2 Purpose

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

#### 1.3 Physical Requirements

Sodium Hypochlorite solution shall be a clear light-yellow liquid and shall not contain more than 0.15 percent insoluble matter by weight.

#### 1.4 Chemical Requirements

Sodium hypochlorite delivered under this contract shall have a minimum of 125 grams per liter available chlorine equivalent to 12.5 percent sodium hypochlorite by weight for 15% Trade bleach. When requested Sodium hypochlorite delivered under this contract shall have a minimum of 100 grams per liter available chlorine equivalent to 10 percent sodium hypochlorite by weight for 12% Trade bleach.

#### 1.5 Impurities

1.5.1 **General.** The sodium hypochlorite 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 hypochlorite.

1.5.2 **Specific Impurity Limits.** The total free alkali (expressed as NaOH) in sodium hypochlorite shall not exceed 1.5 percent by weight. The manufacture must provide chlorate testing results on every load being delivered and additionally provide availability to test chlorate levels in HRW sodium hypochlorite storage tanks. Sodium hypochlorite delivered under this contract shall meet the following containment concentration limits:

- Iron < 0.3 mg/L
- Copper < 0.05 mg/L
- Nickel < 0.05 mg/L
- Bromate ≤ 20 mg/L

#### 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 hypochlorite delivered does not meet the requirements of the current ANSI/AWWA B300 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 B300 Standard.

## **1.8 Affidavit of Compliance**

The County requires (1) an affidavit from the manufacturer that the sodium hypochlorite furnished under these specifications complies with all applicable requirements of the current ANSI/AWWA B300 Standard. (2) A certified analysis of the sodium hypochlorite 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 hypochlorite is a direct additive used in the treatment of potable water. This material 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. Sodium hypochlorite is required to be registered with USEPA under FIFRA.

## **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 hypochlorite 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