

INVITATION TO BID



WATER TREATMENT CHEMICAL:

SODIUM HYDROXIDE

ITB # 220511-227

Date of Issue: May 12, 2022

Questions Due: May 25, 2022

Bids Due: June 2, 2022 at 2pm EDT

Issued for:



PENDER COUNTY UTILITIES

Tom Hedrick, Water Treatment Plant Superintendent

605 E. Fremont Street

P.O. Box 995

Burgaw, NC 28425

Phone - 910.663.3638

Email – thedrick@pendercountync.gov

Issued By:

Trisha Newton, Purchasing Agent

Pender County Finance ♦ 805 S. Walker St. #1578 ♦ Burgaw, NC 28425

Phone: 910.259.1281 ♦ Email: tnewton@pendercountync.gov



BID INVITATION

BID NAME: Chemical Bid – Sodium Hydroxide

BID NUMBER: 220511-227

BID OPENING: June 2, 2022

SUBMIT BIDS TO:

PENDER COUNTY UTILITIES
ATTN: TOM HEDRICK
P.O. Box 995
605 E. FREMONT STREET
BURGAW, NC 28425

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

**ADVERTISEMENT FOR BIDS
PENDER COUNTY UTILITIES
BURGAW, NORTH CAROLINA
WATER TREATMENT CHEMICALS
BID NUMBER: 220511-227**

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed bids addressed to:

Tom Hedrick
Water Treatment Plant Superintendent
P.O. Box 995
605 E. Fremont Street
Burgaw, NC 28425

and marked “Chemical Bid – Sodium Hydroxide Bid Number:220511-227” will be received until **2:00 PM, June 2, 2022 in the Pender County Utilities front office**, at which time they will be publicly opened and read (in accommodation with social distancing guidelines) in the conference room (commonly known as the old EOC). The official time shall be by the clock located in the lobby of Utilities at 605 E. Fremont Street. No late bids will be accepted. The Bidders are responsible for allowing time for traffic; and delivering the bids to Pender County Utilities. It is the bidder’s responsibility to ensure that the bids are received on time.

A multi-tiered award may be made to a maximum of three (3) Vendors; a primary, secondary and tertiary Vendor for each chemical. If awarded, such secondary and tertiary awards may be made, resulting contracts may be entered into, and chemicals may be supplied by the secondary or tertiary Vendors if the primary Vendor is not able to meet all requirements of the ITB and/or contract.

Questions on this ITB will be received until May 25, 2022 at 5:00pm. Submit questions via email to thedrick@pendercountync.gov . Answers will be provided in the form of an Addendum no later than May 27, 2022.

Addenda will be posted online at www.PenderCountyNC.gov.

Pender County Utilities reserves the right to reject any or all bids.

Pender County Utilities does not discriminate on the basis of race, sex, color, age, national origin, religion or disability in its employment opportunities, programs, services, or activities.

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Bidder's Checklist

The following checklist shall be signed and submitted with the bid to indicate that all required documents have been completed in full and included with the bid.

- Read and Understand:
 - All addenda
 - General Specifications & Instructions to Bidder
 - Technical Specifications
 - Bid Form
 - Contract
- Complete and Submit Bid Form
 - Complete bid amount (unit cost) (P-2)
 - Complete manufacturer information (P-2)
 - Complete Affidavit of Compliance Column and Delivery Column (P-2)
 - Complete appropriate signature blocks (P-1)
- Execute and Submit Affidavit of Compliance, **An Affidavit form has been provided.**
- Enclose entire Bid package in opaque envelope plainly marked with the Project title (and if applicable, the designated portion of the Project for which the Bid is submitted) and seal.
 - If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate opaque envelope plainly marked on the outside with the notation "BID ENCLOSED".
- Bidder's Signature:_____

By signing, I acknowledge I have completed and enclosed all items indicated above.

GENERAL SPECIFICATIONS & INSTRUCTIONS TO BIDDERS

Scope

It is the intent of this bid invitation to obtain proposals for supplying the materials, supplies and/or equipment listed on the Proposal Sheet. You are requested to submit your bid on the enclosed Proposal Sheet and return the entire package to Tom Hedrick, Water Treatment Plant Superintendent, Pender County Utilities, P.O. Box 995, 605 E. Fremont Street Burgaw, NC 28425 no later than 2:00 PM (EST) on November 18, 2020.

Marking of Bid Envelopes

Bids must be contained in a sealed envelope, plainly marked, showing the bid name, bid number, date, time for opening bids and the bidder's name.

Late Bids Not Considered

Bids received after the stipulated bid opening date and time will not be considered. The official time shall be by the clock located in the lobby of Utilities, 605 E. Fremont Street Burgaw, NC 28425.

Compliance with Specifications

Your bid must be in strict compliance with the specifications and offer the same or equal materials. Exceptions are to be listed separately in a letter which will become a part of your proposal, otherwise it is fully understood that the materials offered is exactly as specified. Pender County Utilities reserves the right to allow or disallow minor deviations from the specifications in order to purchase what is best for the Utilities from a standpoint of quality, price and service to be rendered.

Warranty

In submitting a bid, 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. Unless otherwise specified all items shall be guaranteed for a minimum of one (1) year against defects in material and workmanship. At any time during that period, if a defect should occur in any item, that item shall be repaired or replaced by the seller at no obligation to the buyer except where it can be shown that the defect was caused by misuse. The bidder expressly warrants that all items bid are fit and sufficient for their intended purpose. If the specifications contain a statement of the particular purpose for which the goods will be used, the goods offered by Bidder shall be fit for this purpose.

Shipping

All prices quoted shall include all delivery and freight charges to Pender County Utilities facility defined in the scope. No additional freight shall be charged at time of delivery. Risk of loss and/or damage shall be upon the seller until such time as the goods have been physically delivered and operable by the buyer. Any damage caused to Pender County Utilities facilities, i.e. gates, roads, storm drains, etc. by supplier or trucking company acting on behalf of supplier shall be repaired/remedied at replacement cost by supplier.

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

All prices and notations shall be written in ink or typed. Changes or corrections made on the bid form must be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

Withdrawal of Bids

Bids may be withdrawn at any time prior to the time specified for the bid opening upon written or personal request of the bidder. No bid may be withdrawn for a period of sixty (60) days after the scheduled bid opening time and date. Negligence on the part of the bidder shall not constitute a right to withdraw the bid subsequent to such 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. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish otherwise it is fully understood that they shall furnish all items as stated.

Alternate Bids

Bids submitted as alternate which do not meet or exceed the minimum specifications shall be rejected except that minor deviations may be acceptable. Pender County Utilities shall be the sole judge of what is considered a minor deviation.

Time for Delivery

The time for delivery must be stated in calendar days on the Proposal Sheet and may be a factor in making awards, price notwithstanding.

Point of Delivery

The point of delivery will be indicated on the Purchase Order or when the order is placed.

Rejection of Bids

Pender County Utilities reserves the right to reject any and all bids.

Award

A multi-tiered award may be made to a maximum of three (3) Vendors; a primary, secondary and tertiary Vendor for the chemical. If awarded, such secondary and tertiary awards may be made, resulting contracts may be entered into, and chemicals may be supplied by the secondary or tertiary Vendors if the primary Vendor is not able to meet all requirements of the ITB and/or contract. Awards for each chemical, as well as primary, secondary and tertiary selections, will be made independently. Awards shall be made to the lowest responsive, responsible bidder taking into consideration quality, performance and time specified in the proposal for the

performance of the contract. It is the intent of Pender County Utilities to award based upon the greatest value to the organization. Term of Contract and price for that period shall be taken into consideration and assessed for the value of the period. Time of delivery and prompt payment discounts will be considered in breaking tie bids.

Brochures and Literature

Your proposal must be accompanied by descriptive literature marked indicating the exact item(s) bid upon. The term "as specified" will not be acceptable.

Addendums

Pender County Utilities shall not be responsible for any oral instructions made by its employees in regard to the bidding instructions, drawings, specifications or contract documents. Any changes to the specifications will be in the form of an Addendum which will be emailed to all bidders who are listed with Pender County Utilities as having received the invitation or any other bidder who requests an Addendum, as well as on www.PenderCountyNC.gov.

Responsibility of Compliance with Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this invitation.

Taxes

Pender County Utilities is exempt from and will not pay federal Excise Taxes. An exemption certificate will be furnished upon request. Pender County is not exempt from Sales and Use Tax. North Carolina and local sales tax shall be shown as a separate item. Sales tax will not be a consideration in the award.

Terms and Conditions

Payment will be made by Pender County Utilities in full for all materials delivered as soon after complete delivery and receipt of a correct invoice as can be processed in accordance with these specifications. Invoices shall include the chemical delivery date to PCU.

Any company submitting a "No Bid" in response to a bid invitation should clearly mark the outside of the envelope.

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 Pender County Utilities.

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 Pender County Utilities prior to the bid opening.

Training/Safety

When requested or required, a factory trained representative shall be present at the time of delivery to train the utilities personnel in the use of and/or safety aspects of the materials or chemical. The factory representative shall effectively train the utilities personnel in all aspects including assembly, disassembly, operating procedures, safety and any other training necessary for its safe and effective use. Items received without sufficient training when requested will be set aside and payment withheld until sufficient training can be completed.

This training shall include OSHA related training in the handling of hazardous materials. SDS sheets must be sent with each order. Failure to provide SDS sheets prior to or at the time of delivery will result in withholding payment until such sheets are received.

Vendor Payment

Vendor shall be receive payment by mailed check or could fill in an Electronic Funds Transfer (EFT) form with Pender County Finance Department for quick deposit to vendor's account .

**TECHNICAL SPECIFICATIONS
WATER TREATMENT CHEMICALS
BID NUMBER: 22051-227**

General

The intent of these specifications is to describe the water chemicals needed for the Pender County Utilities water treatment plant located on Hwy. 421 for a one year period.

Requests for Shipment

Three (3) working days will be allowed for delivery. The quantities and point of delivery shall be shown on the purchase order or specified at the time the order is placed. If vendor fails to deliver the product within the time frame, it may be cause for contract termination. If the scheduled delivery is delayed for any reason, the receiving facility must be notified by the vendor as soon as possible. At that time, the buyer will decide to extend receiving hours or reschedule delivery.

Deliveries under this contract will require verification to the person placing the order of delivery time and date and must be **completed** between the hours of 8:00 am and 3:00 PM, Monday through Friday on normal business days unless otherwise requested or approved by buyer. If the scheduled delivery is delayed for any reason, the receiving facility must be notified by the vendor as soon as possible; at that time, the buyer will decide to extend receiving hours or reschedule delivery.

Suppliers/transporters shall be equipped with suitable unloading devices, pumps, and sufficient length of hose to transfer the chemicals from the truck to the water treatment storage tanks. There will be no exceptions to this paragraph unless approved by an authorized agent of the buyer and if any special accommodations for off load are allowed which require the buyer to provide equipment or extra personnel, the supplier may be charged for the use of extra resources at the discretion of the buyer.

The cost of any shipping and fuel costs shall be included in the bid price.

Special Consideration Concerning Award

Maintenance program and safety training programs will be considered in award of this contract.

Affidavit of Compliance

An Affidavit of Compliance must be submitted with the bid document. A form has been provided as part of the bid package that can be used. If using your own form, it must be notarized. If an affidavit is not submitted as requested, the bid will be considered non-responsive.

Training / Safety

The successful bidder shall send SDS sheets for each product to Pender County Utilities P.O. Box 995 Burgaw, NC 28425 to the attention of Tom Hedrick, Water Treatment Plant Superintendent.

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. If the supplier/transporter violates any of the above provisions, PCU reserves the right to no longer accept shipments from that supplier/transporter. A new supplier/transporter must be assigned when requested by PCU if safety violations occur.

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.

Suppliers/transporters must be in compliance with all PCU safety procedures. If supplier is not in compliance PCU reserves the right to not accept delivery. Pender County Utilities will not be responsible for the costs associated with rejected deliveries.

Leaking Containers During Shipment

Response and remediation for any containers determined to be leaking will not be unloaded and accepted by PCU but will remain the responsibility of the transporter. If it is found to be leaking on off-loading it should be reloaded and returned.

Bulk Deliveries- No leakage from the bulk shipping tanker or transfer hose piping. All spill/leakage clean-up is the responsibility of the transporter prior to leaving the facility.

Tie Bids

In the event of identical bids, PCU will base its award recommendation on the following basis: (1) prior service records; (2) type equipment utilized to provide service; (3) type and frequency of maintenance performed on equipment; (4) frequency of picking up empty containers; (5) ability to provide safety training to PCU employees.

In the event that all things are equal, PCU will recommend award to the contractor who presently holds the contract if the said contractor is among the low bidders.

In the event of several low bidders and the previous year's contractor is not among them, all other things being equal, the award will be based on a random drawing.

Contract Period

The terms of this contract shall be for 12 months starting July 1, 2022. Pender County Utilities reserves the right to renew this contract at mutually acceptable prices for four additional 12-month periods.

Pender County Utilities will notify the vendor before July 1st if they would like to renew the contract. If the vendor would like to renew the contract, pricing information for the renewal term must be submitted by August 1. Adjusted pricing will be reviewed and agreed upon by both parties for the next 12 month term. Vendors must submit Pricing Index or documentation for price change.

Quantities:

All quantities are estimates and cannot be guaranteed. Product quantities must be verified upon delivery.

Delivery Procedures:

A. Water Treatment Plant Bulk Chemical Deliveries

All deliveries of bulk chemicals to the PCU Hwy. 421 Water Plant must comply with the following procedures:

1. Seals must be attached properly by an authorized agent of the seller and must be in place prior to the products arrival at the Water Treatment Plant. Removal of the seals must be performed by the driver only after the bulk chemical is checked in by an authorized agent of PCU, Water Treatment Operator. Removal of the seals must be witnessed by the authorized PCU agent.
2. All vendors are required to submit digital color photo ID of the delivery truck driver and must be received prior to all deliveries with associated names of drivers making chemical deliveries to the water treatment facility. It is preferable that the photos be submitted electronically (e-mail).
3. Prior to delivery, the vendor will email the following information to the PCU Hwy. 421 Water Treatment Superintendent. The Superintendent contact information will be provided to the vendor and it is the responsibility of the vendor to distribute the list to their bulk carrier(s). This information must be received before the bulk chemical shipment will be allowed on site. If the truck arrives without all required paperwork, a one (1) hour allowance will be given for full submission of required paperwork; if after one hour paperwork is incomplete, the truck will be turned away at no cost to PCU.
 - a. Chemical name/type
 - b. Driver name
 - c. Vendor seal number(s) that are affixed to trailer. Vehicle tag number
 - d. Estimated time of arrival (ETA) of the delivery
4. Once driver is escorted to the offload area, but before offload can begin, the driver must present the following manifest info to the authorized PCU agent performing the offload:
 - a. Certificate of Analysis
 - b. Bill of Lading (which should include net amount of product to be offloaded. A trip ticket would be preferred as part of the BOL.)
 - c. SDS Sheet
 - d. Weight Ticket
5. In the case that multiple chemical deliveries occur on the same day, deliveries will be received on a first-come, first-serve basis. PCU shall not be held financially responsible for delays caused by staggered deliveries.
6. Discrepancies in documentation could result in the loads being refused and will certainly result in a delay of chemicals being offloaded until discrepancies are satisfactorily resolved. PCU shall not be held financially responsible for delays caused by any discrepancies or failures to supply any of the above information. Significant discrepancies could result in the local law enforcement being notified for assistance.
7. Upon arrival at PCU Hwy. 421 Water Treatment Plant, drivers are required to stop at the outside gate and communicate to the operator on duty via call box that they are on site.
Under no circumstances are drivers to “tail-gate” into the facility or enter un-escorted.

Upon notification of the arrival of the shipment, a staff member will meet, verify, and document the vendor information and driver manifest. The Water Treatment Operator then, shall record the information in the plant "Operations Log".

8. Truck driver is responsible for maneuvering chemical truck and trailer into offload position. PCU staff are not liable for assisting driver maneuvers into the offloading area.
9. Truck driver is responsible for installation of all hoses and hookup equipment to the offload connection. PCU staff will ensure that the connection fitting is unlocked, and the truck driver is responsible for removing the cap.
10. If any leaks occur while offloading, process is to cease immediately. If leak is a result of vendor's equipment, Pender County Utilities will be credited for amount of chemical lost.
11. Compressed air is not available to the driver at the offload area to assist in chemical offloading. Driver vehicle shall be equipped with compressed air in order to offload chemicals in a timely manner.
12. The staff person shall follow the Chemical Offloading Standard Operating Procedure and shall record all necessary information on the appropriate forms. Procedure includes:
 - a. Driver will provide sample of product for verification by PCU staff for quality assurance/quality control.
 - b. Hose hookup will be unlocked by staff; driver will remove cap and make hose connection.
 - c. Verification of correct hose hookup will be reviewed by PCU staff.
 - d. Once chemical offload is complete, driver will clear chemical lines using pressurized air in trailer before removing connection.
 - e. Driver will reinstall cap and PCU staff will relock the hose hookup.
13. PCU staff person shall verify that offloading has been completed and that the offloading station is secured. PCU shall also verify that the vendor is safely off the premises and secure gates.
14. All chemical offloading activities are documented on recorded closed-circuit video monitoring. Any issues with chemical offloading are subject to review using this video and will be reported to vendors as needed.

**SPECIFICATIONS:
SODIUM HYDROXIDE 50%– LIQUID**

Sodium Hydroxide – Liquid supplied under this contract shall conform to all provisions of ANSI/AWWA B501-98. An affidavit of compliance as per section 2 shall be supplied with the bid. An Affidavit Form has been provided.

1. Scope

This specification covers Sodium Hydroxide in liquid form, for use in water treatment. Estimated annual usage 44,000 gallons. Bid Price and Billing price shall be on gallon basis only.

2. Affidavit of Compliance

The purchaser requires an affidavit with the bid from the manufacturer or supplier that the Sodium Hydroxide furnished accordingly to these specifications, complies with all the requirements of ANSI/AWWA B501-98 Standard. The purchaser requires that the supplier provide a certified analysis of the Sodium Hydroxide with each shipment. The purchaser receives the right to use in-house analytical equipment or a laboratory of the purchaser's choice to analyze the product to ensure compliance with the ANSI/AWWA B501-98 Standard.

3. Rejection

Notice of nonconformance. If the Sodium Hydroxide delivered does not meet the requirements of ANSI/AWWA B501-98 standard, a notice of nonconformance must be provided to the supplier within 10 days after receipt of the shipment at the point of destination. The results of the purchaser's tests shall prevail unless the supplier notifies the purchaser within five working days after receipt of the notice of complaint that a retest is desired. On receipt of the request for a retest, the purchaser shall forward the supplier one of the sealed samples taken according to Sec. 1.6. If the results obtained by the supplier on retesting do not agree with the results obtained by the purchaser, the other sealed sample shall be forwarded, unopened, for analysis to a third party laboratory agreed upon by both parties. The result of the third party analysis shall be accepted as final.

In the event that an analysis by a third party laboratory is required, the cost of testing shall be borne by the supplier.

4. Description of Sodium Hydroxide

Sodium Hydroxide (NaOH), is a co-product of chlorine also known as caustic, it is a highly versatile substance used to increase the pH in water treatment.

5. Physical Requirements

In liquid Sodium Hydroxide the water-soluble matter shall not exceed 0.2 percent.

6. Impurities

7.1 **General.** Sodium Hydroxide that meets the requirements of this specification shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated with Sodium Hydroxide.

7. Product certifications.

Sodium Hydroxide 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 Standards Institute.

8. Product Specifications

If Chemicals received do not meet the below specs it is up to the discretion of the buyer to refuse the shipment.

Element	Range	
Specific Gravity (@ 60 F)	1.520 – 1.530	
Sodium Oxide (Na ₂ O)	38.0 – 39.5	% Weight
Sodium Chloride (NaCl)	< = 1.10	% Weight
Sodium Carbonate (Na ₂ CO ₃)	< = 0.20	% Weight
Sodium Chlorate (NaClO ₃)	< = 0.30	% Weight
Sodium Sulfate (Na ₂ SO ₄)	< = 0.0.75	% Weight
Iron (Fe)	< = 9.0	PPM
Aluminum (Al)	< = 40.0	PPM
Calcium (Ca)	< = 60.0	PPM
Copper (Cu)	< = 2.0	PPM
Manganese (Mn)	< = 1.0	PPM
Nickle (Ni)	< = 3.0	PPM
Silicon Dioxide (SiO ₂)	< = 400	PPM

9. Sampling

10.1 **Sampling point.** Samples shall be taken at the point of destination.

10.2 Samples will be taken by the driver and placed in a beaker that will be provided by the plant operator. The sample will be given to a PCU operator for processing. Additional samples shall be furnished upon request.

10. Test Procedures

Laboratory examination by the purchaser of one of the three samples shall be completed within five working days after receipt of the shipment.

11. Marking

Shipments of Sodium Hydroxide shall comply with the US Department of Transportation (DOT) regulations for marking.

12. Shipping

13.1 **Liquid.** Liquid Sodium Hydroxide may be shipped in tank trucks. The tanks shall be rubber lined or made of stainless steel or other material that will not be attacked by the acidity of the liquid.

13.2 Tank trucks shall be in suitable condition for hauling Sodium Hydroxide and shall not contain any substances that might affect the use or usefulness of the Sodium Hydroxide in treating municipal or industrial water supplies.

13.3 **Contamination.** Bulk containers such as tank trucks, shall be carefully inspected prior to loading of the chemical by the supplier to ensure no contaminating material exists.

13.4 **Certificate of weight.** The purchaser shall require that bulk shipments be accompanied by weight certificates of certified weighers.

13. Delivery

Point of Delivery: PCU Hwy. 421 Water Treatment Plant
 289 Quality Way
 Wilmington, NC 28401

PROPOSAL SHEET

WATER TREATMENT CHEMICALS

BID NUMBER: 22051-227

The undersigned hereby certifies that this bid is made without prior understanding, agreement or connection with any person(s), firm(s) or corporation(s) making bids or proposals. The bidder further certifies that he is not suspended or debarred from bidding by any federal, state, or local agency and that, if awarded this contract, he will abide by all specifications, provisions and conditions contained in the bid invitation.

Bids must be per the unit specified on page P-2 and PCU reserves the right to reject bids that are not done in accordance with the specification. Delivery shall be as per the technical specifications.

BY (Signed): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

Bidder's company is: Corporation Partnership/Proprietorship Other: _____

If corporate name is different from above, please show in full. _____

What state is corporation incorporated in? _____

Chemical	Quantity	Unit of Measure	Unit Cost	Manufacturer	Affidavit of Compliance Attached?	Can Meet All Delivery Requirements?
Sodium Hydroxide	44,000	Gallons				

STATE OF _____

AFFIDAVIT

COUNTY OF _____

AFFIDAVIT OF COMPLIANCE

PENDER COUNTY UTILITIES

BUSINESS NAME (BIDDER) _____

CHEMICAL NAME (S): _____

I being duly sworn do certify that the aforementioned chemical(s) that will be supplied to Pender County Utilities meet the requirements as stipulated in the Bid Invitation for Water Treatment Chemicals _____ including but not limited to complying with all AWWA standards and NSF certification requirements.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Name of Authorized Officer: _____ Title _____

DATED this the ___ day of _____, 20__

Signature of Authorized Officer

SWORN to subscribed before me, this ___ day of _____, 20__

NOTARY PUBLIC

My commission expires: _____

STATE OF NORTH CAROLINA

CONTRACT NO: _____

PENDER COUNTY

UNIT PRICE CONTRACT FOR SUPPLIES

THIS CONTRACT, made and entered into this the _____ day of _____, 20__ by and between PENDER COUNTY UTILITIES, a municipal corporation organized under the laws of the State of North Carolina (hereinafter called "PCU"), and _____, (a corporation organized under the laws of the State of _____, having its principal place of office in _____) (a resident of _____, _____ County, _____) (hereinafter called "CONTRACTOR").

WITNESSETH:

1. Purpose of Contract

PCU hereby agrees to purchase the items listed below from the CONTRACTOR, during the period _____, 20__ to _____, 20__, and CONTRACTOR agrees to provide the items so listed to PCU as ordered during the said period in accordance with the provisions of this contract. CONTRACTOR'S proposal dated _____, 2020 together with the general specifications, technical specifications and proposal sheet outlined in the bid invitation dated _____, 2020 and all other portions of the bid invitation so dated are considered part of this contract and are incorporated into this contract.

2. Scope of Services

CONTRACTOR shall supply PENDER COUNTY UTILITIES with the following items as per the technical specs: _____ It is specifically understood and agreed that the CONTRACTOR agrees unconditionally to furnish all of the items referred to above during the stated period or to arrange for the delivery of the items from other suppliers to PCU in accordance with the prices, terms and conditions of this contract.

3. Quantities and Delivery

The total quantity of the items as set forth above which PCU is obligated to purchase from CONTRACTOR shall be the total of the quantities from time to time, ordered, delivered and accepted by PCU. Delivery shall be in such quantities and at such times as designated by Pender County Utilities.

4. Price and Payment

The items referred to in Paragraph 2 above shall be supplied to PCU by CONTRACTOR for the period of this agreement as set forth in Paragraph 1 above, at the following Prices: _____

Payments shall be made by PCU to CONTRACTOR with 30 days receipt of invoice from CONTRACTOR, subject to any rights of PCU as herein established. Vendor shall be paid by check or via Electronic Funds Transfer (EFT). Invoices shall include the delivery dates, type and quantity of the chemicals to PCU.

5. Default Provisions

(a) PCU may, subject to the provisions of Paragraph (c) below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this contract in any one of the following circumstances:

(i) If the CONTRACTOR fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(ii) If the CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with the terms, and in either of these two circumstances does not cure such failure within a period of ten days (or such other period as PCU may authorize in writing) after receipt of notice from PCU specifying such failure.

(b) In the event PCU terminates this contract in whole or in part, as provided in Paragraph (a) of this clause, PCU may procure, upon such terms and in such manner as PCU may deem appropriate, supplies or services similar to those so terminated, and the CONTRACTOR shall be liable to PCU for any excess costs for such similar supplies or service; provided, that the CONTRACTOR shall continue the performance of this contract to the extent not terminated under provisions of this clause.

(c) The CONTRACTOR shall not be liable for any excess of costs if acceptable evidence has been submitted to PCU that failure to perform this contract was due to causes beyond the control and without the fault or the negligence of the CONTRACTOR.

(d) This agreement may be terminated without cause by PCU with thirty (30) days written notice to VENDOR.

6. Warranties

CONTRACTOR warrants that the specifications of the above named and described supplies are as set forth by CONTRACTOR and that said supplies will in all ways comply with the minimum requirements contained in the bid invitation, general specifications, technical specifications, and proposal sheet incorporated as part of this contract. CONTRACTOR hereby covenants and warrants that the supplies delivered hereunder shall be free from patent and latent defects, which PCU and its Procurement Manager are not in any manner bound, by inspection or otherwise, to discover. The intent and meaning of this

section is to place upon CONTRACTOR the sole and exclusive responsibility for delivering the supplies in accordance with the specifications, schedules and approved plans.

7. Disputes

Except as otherwise provided in this contract, any dispute concerning a fact arising under this contract which is not disposed of shall be decided after hearing by the Procurement Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The decision of PCU shall be final and binding.

8. Increases or Reductions of Quantities

The unit prices shall not vary, notwithstanding any increase or reduction in the quantities to be delivered hereunder; and no claims for damages shall be made by or allowed to the CONTRACTOR by reason or such increase or reduction.

9. Inspection

PCU shall receive and shall inventory and inspect the supplies delivered. PCU shall determine whether the quality of said supplies is in accordance with the specifications as referenced herein. PCU is authorized to reject supplies in contravention of this contract and of the said specifications; and CONTRACTOR, at his own cost and expense, shall remove such rejected supplies upon direction of the PCU.

10. Delivery

The CONTRACTOR shall deliver the supplies called for as set forth in the contract and within the delivery time specified on the order or written request, which delivery time shall be in accordance with the terms of the bid proposal.

If CONTRACTOR is delayed in delivering any supplies by any act or omission of PCU, CONTRACTOR shall be allowed the number of days, or parts thereof, he was so delayed, all of which shall be determined and certified in writing by PCU, whose certificate shall be binding and conclusive upon CONTRACTOR. No claim for damages or delay shall be made by or allowed to CONTRACTOR for such delays.

When delivery is delayed due to causes beyond the control of CONTRACTOR, CONTRACTOR shall be allowed the number of days, or parts thereof, he was so delayed, provided he promptly notifies PCU in writing of the causes for delay. PCU shall ascertain and determine the facts and extent of delay, which determination shall be binding and conclusive upon the CONTRACTOR. Should such delays inconvenience PCU by creating an emergency and, thus, necessitate the purchase elsewhere of the supplies involved, PCU shall have the right to effect such purchases in the open market without liability to the CONTRACTOR; and to the extent such purchases are made, the CONTRACTOR will be relieved of the necessity of furnishing such quantities. In the event PCU exercises the right to affect such purchases, CONTRACTOR shall have no claim for damages against PCU due to PCU's failure to purchase the delayed materials from CONTRACTOR.

PCU may refuse an extension of time to CONTRACTOR unless CONTRACTOR makes application therefor to him in writing prior to the delivery due date. Whenever PCU shall

extend the delivery time and such extension shall fall beyond the contract period, such contract period shall be deemed to have been automatically extended for the purpose of completing delivery of such items on which request for delivery was made before the original expiration date.

The delivery and acceptance of any supplies after the time fixed to deliver the same shall not be deemed a waiver for the right of PCU to terminate this contract or to require the delivery of any undelivered supplies in accordance with this contract.

11. Release and Indemnity

To the fullest extent permitted by Laws and Regulations, VENDOR shall hold harmless and indemnify PCU, its officers, directors, members, partners, employees, of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of the obligations herein undertaken or resulting from the operations conducted, to the extent caused by any negligent act or omission of VENDOR, any sub-consultant of VENDOR, or any individual or entity employed by any of them to perform any of the Services or anyone for whose acts any of them may be liable.

12. Insurance Requirements

CONTRACTOR shall maintain insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of "A" or higher, and acceptable to PCU, of the kinds and minimum amounts specified below.

Certificates and Notice of Cancellation. Before commencing work under this contract, CONTRACTOR shall furnish PCU with certificates of all insurance required below. Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies.

The CONTRACTOR shall provide that the insurance contributing to satisfaction of insurance requirements. Minimum Scope and Insurance Requirements shall not be canceled, terminated or modified by the contractor without prior written approval of PCU; CONTRACTOR shall provide immediate notice to PCU if any policy required by this contract is canceled or non-renewed.

The Certificate of Insurance, naming PCU as an additional insured where specified, shall be further evidenced by an actual endorsement furnished to PCU from the insurer.

The amount of insurance to be provided for all coverages listed under this section shall be not less than \$1,000,000.00, unless otherwise specified, per occurrence for claims arising from bodily injury and/or property damage, including accidental death which may arise directly or indirectly from CONTRACTOR'S performance of professional services under this contract. The CONTRACTOR shall be responsible for any liability directly or indirectly arising out of professional services performed under this contract by a subcontractor which liability is not covered by the subcontractor's insurance.

1. Commercial General Liability

The CONTRACTOR shall take out and maintain during the life of this contract COMMERCIAL GENERAL LIABILITY INSURANCE, coverage. PCU shall be named as an additional insured under this policy. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work involves these exposures. PCU shall be named an additional insured on this policy.

2. Workers' Compensation and Employer's Liability

The CONTRACTOR shall maintain during the life of this contract WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE covering all of the CONTRACTOR'S employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and Employers Liability Insurance providing limits at least in the amount of \$500,000/500,000/500,000 applicable to claims due to bodily injury by accident or disease.

The insurer shall agree to waive all rights of subrogation against PCU, its officers, officials, and employees for losses arising from work performed by the contractor for Pender County Utilities.

3. Business Auto Liability

The CONTRACTOR shall take out and maintain during the life of this agreement AUTOMOBILE LIABILITY INSURANCE. Such coverage shall be written on a comprehensive form covering owned, non-owned, hired and leased vehicles, providing liability limits at least in the amount of \$1,000,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage

4. Contractors Pollution Liability Insurance

1. Contractor shall maintain Contractors Pollution Liability covering losses caused by pollution incidents that arise from the operations of the contractor described under the scope of services of this contract.

2. Contractor's Pollution Liability shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs and defense, including costs and expenses incurred in the investigation defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least \$1,000,000 per claim, with an annual aggregate of at least \$2,000,000.

3. Contractors Pollution Liability shall include as an additional insured PCU, its officers, officials, agents, and employees.

4. If Contractors Pollution Liability is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the

policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 1 years, beginning from the time that work under the contract is complete.

5. If the scope of services as defined in this contract includes the disposal of any hazardous or nonhazardous materials from the job site, the Contractor must furnish to PCU evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to Pender County Utilities under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000

Subcontractors: The Contractor shall be fully responsible for all acts and omissions of its Subcontractors and of persons and organizations employed by it to the same extent that Contractor would be responsible for these acts and omissions.

The Contractor shall either (a) require each of his Subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage, and Vehicular Liability of the type and in the same amounts as specified in the preceding paragraph, or (b) insure the activities of his Subcontractors in his own policy.

13. Personnel

It is mutually agreed that VENDOR is an independent contractor and not an agent or employee of PCU nor does this create any type of joint employment relationship with any of the employees of the VENDOR. As such the VENDOR, or any employees thereof, or sub-contractors, or any employees thereof, shall not be entitled to any PCU employment benefits, such as, but not limited to, wages or salary, vacation, sick leave, insurance, workers' compensation, or pension and retirement benefits.

14. Conflict of Interest

No paid employee of PCU shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.

15. Non-Waiver of Rights

It is agreed that PCU's failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

16. Entire Agreement

The agreement constitutes the entire understanding of the parties.

17. Binding Effect

The agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

18. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

19. Reference

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.

20. Interpretation

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

21. Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase or portion of this contract is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

22. Other Laws and Regulations

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including without limitation those regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. To the fullest extent permitted by law, CONTRACTOR shall defend, release, indemnify, keep and save harmless PCU, its agents, officials and employees, from and against any and all claims, damages, losses, expenses, costs, settlements, judgments, decrees, awards, fines, penalties, responsibilities or liabilities caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the failure to comply with any such standards, regulations, laws, statutes or ordinances by CONTRACTOR or by any person acting for the CONTRACTOR or for whom the CONTRACTOR is or is alleged to be in any way responsible.

23. Amendments

This agreement shall not be modified or otherwise amended except in writing signed by the parties.

24. Non-Discrimination

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at PCU'S option, in a termination or suspension of this agreement in whole or in part.

25. Advertising

No advertising, sales promotion, other materials or presentations of the Contractor will identify or reference this contract, or Pender County Utilities name without the written consent of PCU. This includes professional conferences, meetings and other events where the Contractor may be discussing or referencing either verbally or in writing PCU and/or the services or products covered under this contract. Exception may be taken to the above with regard to listing PCU as a job history reference in responses to requests for proposals.”

26. Non-Appropriation of Funds.

If the governing board does not appropriate the funding needed by PCU to make payments under this Agreement for a given fiscal year, PCU will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, PCU will promptly notify the VENDOR of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by PCU, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

28. E-VERIFY

VENDOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Vendor utilizes a sub vendor, VENDOR shall require the sub vendor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

29. Iran Divestment Act

The VENDOR named in this agreement is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. Article 6E, §147. Vendor shall not utilize any subVendor found on the State Treasurer's Final Divestment List located on the State Treasurer's website at the address www.nctreasurer.com/Iran

Pender County Utilities Contract _____

IN WITNESS WHEREOF, the OWNER has caused this Agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this Agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

This Agreement will be effective on ____ day of _____, 20 ____.

CONTRACTOR

SEAL:

ADDRESS:

ATTEST:

BY: _____

BY: _____

PRINTED: _____

PRINTED: _____

TITLE: _____

TITLE: _____

I, _____, a Notary Public, certify that the corporation's Secretary, Assistant Secretary, or Trust Officer, Mr./Mrs./Ms. _____ personally came before me this day and acknowledged that s/he is the _____ of _____, a corporation, and that by authority duly given and as act of the corporation, the foregoing instrument was signed in its name by its President, Vice President, or Assistant Vice President, Mr./Mrs./Ms. _____, sealed with its Corporate Seal, and attested by him/herself as its Secretary, Assistant Secretary, or Trust Officer.

WITNESS my hand and official seal this the ____ day of _____, 20 ____.

Notary Public

My commission expires: _____

Pender County Utilities Contract_____

OWNER

PENDER COUNTY UTILITIES SEAL:

605 E. Fremont Street
Burgaw, North Carolina 28425

BY: _____
Mr. David Piepmeyer,
Chairman of the Board

ATTEST: _____
Tera Cline
Clerk to the Board

NORTH CAROLINA

I, _____ the undersigned Notary Public do hereby certify that Melisa Long personally came before me this date and acknowledged that she is the Clerk to the Board of Pender County, Burgaw, North Carolina, and that, by authority duly given and the act of the Board, the foregoing document was signed in its name by its Chairman, sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and official seal this the ____ day of _____, 20 ____.

Notary Public

My commission expires: _____

ATTORNEY'S CERTIFICATION

This instrument has been reviewed and is approved as to form this the ____ day of _____, 20____.

Carl W. Thurman III
Consulting Attorney to the Board

ACCOUNTANT'S CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act this the ____ day of _____, 20 ____.

Margaret C. Blue
Finance Director