

**THE CITY OF CHARLOTTE/MECKLENBURG COUNTY
PROCUREMENT SERVICES DIVISION
BUSINESS SUPPORT SERVICES
600 EAST FOURTH STREET
CHARLOTTE, NORTH CAROLINA 28202
(704) 336-2256**

Date: MAY 8, 2009

Bid Number: 269-2009-176

Subject: Invitation to Bid on the following apparatus, supplies, materials, equipment and/or services for:

WATER/WASTERWATER TREATMENT CHEMICALS

This letter extends an invitation for the submission of a bid to supply the **City of Charlotte and other public agencies** with apparatus, supplies, materials, equipment and/or services as indicated above. This Invitation to Bid is issued on behalf of the Charlotte Regional Group Purchasing Organization through a public agency clause, allowing for use by other public agencies, i.e. counties, cities, schools, states, and non-profit entities for their own use. Therefore, respondents to this Invitation to Bid must give due consideration to the potential market. Sealed bids for the above will be received at the office of the Charlotte-Mecklenburg Procurement Services Division, Charlotte-Mecklenburg Government Center, 9th floor, 600 East Fourth Street, Charlotte, North Carolina 28202, until **2:00 p.m. on MAY 28, 2009** at which time they will be opened and publicly read.

A pre-Bid conference has not been scheduled for this solicitation.

Instructions for the preparation and submission of a bid are contained in the attached packet. Please read them carefully. If you do not desire to offer a bid, we ask that you let us know by signing in the appropriate space on the Bid Response Form, and returning it to us, according to the instructions found in Section 1.7. Otherwise, your name may be removed from our list of potential Bidders considered for future participation.

Any changes to the terms, conditions or specifications stated in this Invitation to Bid will be documented in a written addendum, issued by the Procurement Services Division. These addenda will be posted on the Internet, at www.ips.state.nc.us, and may be accessed at this website by searching for bid number **269-2009-176**. We require each Bidder to acknowledge receipt of all addenda using the space provided on the enclosed Bid Response Form. **Please note that we reserve the right to reject any bid that fails to acknowledge receipt of each issued addendum.**

A response from your firm to this Invitation to Bid would be appreciated. Questions should be directed to **Genetta Carothers** at **(704) 336-5195**.

Sincerely,

Kay Elmore
Procurement Services Division Manager
cc: Rusty Campbell, Utilities
Genetta Carothers, Procurement Services Division
Darrell DeWitt, Utilities
David Elzey, Procurement Services Division
John Huber, Utilities
Jackie Jarrell, Utilities
John Murphy, Utilities

SECTION 1 INSTRUCTIONS TO BIDDERS

1.1 Charlotte Regional Group Purchasing Organization:

The City of Charlotte/Mecklenburg County, North Carolina (herein "Lead Public Agency") on behalf of the City of Jacksonville, City of Washington, City of Rocky Mount, City of Hickory, Cape Fear Public Utility Authority, City of Asheville, City of Burlington, City of Statesville, Water and Sewer Authority of Cabarrus County and all other government agencies that elect to access the Contract (herein "Participating Public Agencies") through the Charlotte Regional Group Purchasing Organization (CRGPO) is competitively soliciting a Contract for WATER/WASTEWATER TREATMENT CHEMICALS (herein "Products").

The Supplier(s) shall establish a direct relationship with each Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Master Agreement. The Lead Public Agency is acting as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages or other obligations incurred by any Participating Public Agency.

The subsequent contract(s) shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public (government) Agency exists.

1.2 Review and Comply: This Invitation To Bid consists of the following components:

- (A) *"Cover Letter:"* the letter that appears on the first two pages of this Invitation To Bid;
- (B) *"Instructions To Bidders:"* the instructions to Bidders that appear in Section I of this Invitation To Bid;
- (C) *"Terms and Conditions:"* the contractual terms and conditions that appear in Section 2 of this Invitation To Bid;
- (D) *"Special Conditions:"* any special conditions that appear in Section 3 of this Invitation To Bid;
- (E) *"Specifications:"* all specifications and requirements that appear in Section 4 of this Invitation To Bid, and in any other attachments that describe the functions or features of the items for which the Lead Public Agency seeks bids, and any related services such as warranty;
- (F) *"Bid Response Forms:"* the bid response forms included in Section 5 of this Invitation To Bid; and
- (G) *"Addenda:"* any modifications or additions to this Invitation to Bid that are issued in writing by the Lead Public Agency's Procurement Services Division.

Each reference to this "Invitation to Bid" includes all of the above listed components. Please review each of them carefully. Bidders will be held accountable for having full knowledge of the contents of this Invitation to Bid and for performing any due diligence that may be necessary to submit a binding bid.

1.3 Definitions:

<i>Additional Material:</i>	Any written material provided by the Bidder describing the items bid, to the extent that such material does not conflict with any of the forgoing materials or documents.
<i>Agreement:</i>	Refers to a contract executed by the Lead Public Agency and Company for all or part of the Services covered by this ITB.
<i>ANSI:</i>	Refers to the American National Standards Institute.
<i>AWWA:</i>	Refers to the American Water Works Association.
<i>Bid:</i>	Refers to the Bid response submitted by a Company for the products as outlined in this ITB.
<i>Bidder:</i>	The term Bidder is used to encompass the party seeking to have or having a contract with the City of Charlotte/Mecklenburg County.
<i>BTN:</i>	Refers to City of Burlington, North Carolina.
<i>CMUD:</i>	Refers to the Charlotte Mecklenburg Utilities Department.
<i>CRGPO:</i>	Refers to the Charlotte Regional Purchasing Organization.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>County:</i>	Refers to Mecklenburg County, North Carolina.
<i>Deliverables:</i>	Refers to all equipment, products, tasks, reports, information, designs, plans and other items, which the Company is required to complete and deliver to the Lead Public Agency in connection with this Agreement.
<i>Environmentally Preferable Products:</i>	Means products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>FIFRA:</i>	Refers to the U.S. Federal, Insecticide, Fungicide and Rodenticide Act.
<i>JKV:</i>	Refers to the City of Jacksonville, North Carolina.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina.
<i>Participating Public Agency:</i>	A public entity that is a county, city, town, village, district, school or authority.
<i>PPE:</i>	Refers to the personal protective equipment.

Recycled Material: Means material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

Recyclability: Refers to products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.

Post-Consumer Recycled Material: Means material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

USDOT: Refers to the United States Department of Transportation.

USEPA: Refers to the United States Environmental Protection Agency.

WTP: Refers to water treatment plant.

WWTP: Refers to wastewater treatment plant.

1.4 Contract Documents: Each bid constitutes an offer to become legally bound to a contract with the Lead Public Agency incorporating the following documents (a) the "Contract"; (b) the Bidder's response bid; (c) this Invitation to Bid (including the Cover Letter, Instructions to Bidders, Terms and Conditions, Special Conditions, the Specifications and all addenda, amendments and explanations to the foregoing); and (d) any written material provided by the Bidder describing the items bid, to the extent that such material does not conflict with any foregoing documents.

1.5 Multiple/Alternate Bids: No Bidder shall submit more than one bid unless multiple or alternate bids are requested in the Special Conditions. Any multiple or alternate bids must be brought to the Lead Public Agency's attention either during the pre-bid conference or submitted in writing at least five (5) days prior to the opening of the bid.

1.6 How to Prepare Bid Responses: All bids shall be prepared as follows:

- (A) Complete the Bid Response Forms provided in Section 6 of this Invitation to Bid. **Bid responses must be submitted only on these forms.**
- (B) Bid responses must be typewritten or completed in ink, signed by the Bidder or the bidding firm's authorized representative. All erasures or corrections must be initialed and dated by the person who signs the Bid Response Form on behalf of the Bidder.
- (C) Bids must be accompanied by accurate descriptions of the exact materials, supplies, vehicles, and/or equipment offered for purchase. The Specifications may require that copies of detailed factory specifications, ratings, technical data, etc. be submitted along with the Bidder's response package.

1.7 How to Submit Bid Responses: All Bidders shall:

- (A) Submit bid response in a sealed opaque envelope with the following information written on the outside of that envelope:
 - (1) The Bidder's company name,
 - (2) The bid number as indicated on the cover letter to the Invitation to Bid document, and
 - (3) Identification of the equipment, supply and/or service for which the bid is submitted as indicated at the top of the cover letter to the Invitation to Bid document.
- (B) Mail or Deliver one (1) bound original Bid signed in ink by a company official authorized to make a legal and binding offer and six (6) copies plus one (1) electronic copy on a CD in a searchable PDF format to the address listed below, to be received no later than **MAY 28, 2009 at 2:00 p.m.** The "original" Bid and each of the six (6) copies shall be complete and bound, and shall not refer to any other copy of the signed/sealed original for any references, clarifications, or additional information. When received, all Bids and supporting materials, as well as correspondence relating to this ITB, shall become the property of the Lead Public Agency.

Please be advised that the electronic copy on CD is for informational purposes only and will not be accepted as the official original bid. **The original bid signed in ink by a company official must be submitted to be considered a responsive and valid bid.** Bids sent by facsimile will not be accepted.

Mail or Deliver to:

Charlotte/Mecklenburg Government Center
Procurement Services Division, 9th Floor
600 East Fourth Street, 9th. Floor- CMGC
Charlotte, NC 28202
Attn: GENETTA CAROTHERS

Due to increased security concerns at the Charlotte-Mecklenburg Government Center (CMGC) sealed boxed may be searched and thoroughly inspected prior to admittance. Please allow time for this search to take place if delivering your Bid in person to the CMGC.

- (C) **Bids not received by the time and date specified in the Cover Letter of this Invitation to Bid will not be opened or considered, unless the delay is a result of the negligence of the Lead Public Agency, its agents, or assigns.**

1.8 Trade Secrets/Confidentiality: Upon receipt at the Procurement Services Division, your bid is considered a public record except for material which qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et. seq. After the bid opening, Lead Public Agency's Evaluation Team as well as other staff who evaluate bids and members of the general public who submit public records requests will review your bid. To properly designate material as trade secret under these circumstances, each Bidder must take the following precautions: (a) any trade secrets submitted by a Bidder should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Bid," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

Do not attempt to designate your entire bid as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so may result in your bid being disqualified.

In submitting a Bid, each Bidder agrees that the Lead Public Agency may reveal any trade secret materials contained in such response to all Lead Public Agency staff and Lead Public Agency officials involved in the selection process, and to any outside consultant or other third parties who assist the Lead Public Agency in the selection process. Furthermore, each Bidder agrees to indemnify and hold harmless the Lead Public Agency and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Bidder has designated as a trade secret.

1.9 Questions: The Lead Public Agency is committed to providing all prospective Bidders with accurate and consistent information in order to ensure that no Bidder obtains an unfair competitive advantage. To this end, from the date of this Invitation to Bid until the time of bid opening, no interpretation or clarification of the meaning of any part of this Invitation to Bid will be made orally to any prospective Bidder. Requests for information or clarification of this Invitation to Bid must be made in writing and addressed to GENETTA CAROTHERS at the address, fax, or email address listed below, with e-mail being the preferred method of communication. Questions should reference the Invitation to Bid page and topic number. Please submit all questions by **12:00 p.m. on MAY 21, 2009.**

GENETTA CAROTHERS
Procurement Services
ITB # 269-2009-176
600 East Fourth Street, 9th Floor
Charlotte, North Carolina 28202
Phone: (704) 336-5195
Fax: (704) 632-8257
E-mail: gcarothers@ci.charlotte.nc.us

The Lead Public Agency will post answers to questions posed by prospective Bidders and/or general information concerning this Invitation to Bid in the form of an addendum to the Invitation to Bid on the Internet at www.ips.state.nc.us. Invitation to Bid information can be accessed at the website by searching for bid number 269-2009-176. **It is the responsibility of the prospective Bidder to check the website for any**

addenda issued for this Invitation to Bid. The Lead Public Agency reserves the right to disqualify any prospective Bidder who contacts a Lead Public Agency employee, or agent concerning this Invitation to Bid, other than in accordance with this Section.

1.10 How to Submit an Objection:

- (A) When a pre-bid conference is scheduled, Bidders should either present their objection at that time (either verbally or in writing), or submit a written objection prior to the scheduled pre-bid conference.
- (B) When a pre-bid conference is not scheduled, Bidders must submit objections in writing at least seven (7) days prior to the opening of the bid.
- (C) Except for objections raised at the pre-bid conference, all objections must be directed to the Procurement Services contact designated in the preceding section.
- (D) Failure to object in the manner specified above shall constitute a waiver of any objections the Bidder may have to the terms of this Invitation to Bid, or anything that occurred in the bid process through the end of the pre-bid conference.

1.11 Binding Offer: Each bid shall constitute a firm offer that is binding for one hundred twenty (120) calendar days from the date of the bid opening.

1.12 Exceptions to Invitation to Bid: Each bid submitted in response to this Invitation to Bid constitutes a binding offer to comply with all terms, conditions, specifications, and requirements stated in this Invitation to Bid, except to the extent that a Bidder takes exception to such provisions in the manner required by this section. To take exception to a provision of this Invitation to Bid, the Bidder must clearly identify in its bid response each of the following: (a) the number and title of each section that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder. Bidders are reminded that a material variance from the terms of this Invitation to Bid may result in the bid being rejected by the Lead Public Agency.

1.13 Errors in Bids: In case of error in extension of prices in the bid, the unit prices shall govern.

1.14 Lead Public Agency's Rights and Options: The Lead Public Agency reserves the following rights, which may be exercised at the sole discretion of the **City of Charlotte**:

- 1.14.1 to supplement, amend, substitute or otherwise modify this ITB at any time;
- 1.14.2 to cancel this ITB with or without the substitution of another ITB;
- 1.14.3 to take any action affecting this ITB, this ITB process, or the Services or facilities subject to this ITB that would be in the best interests of the Lead Public Agency;
- 1.14.4 to issue additional requests for information;
- 1.14.5 to require one or more Bidders to supplement, clarify or provide additional information in order for the Lead Public Agency to evaluate the Bids submitted;
- 1.14.6 to conduct investigations with respect to the qualifications and experience of each Bidder;
- 1.14.7 to waive any defect or irregularity in any Bid received;

- 1.14.8 to reject any or all Bids;
- 1.14.9 to award all, none, or any part of the items that is in the best interest of the Lead Public Agency, with one or more of the Bidders responding, which may be done with or without re-solicitation.
- 1.14.10 to enter into any agreement deemed by the Lead Public Agency to be in the best interest of the Lead Public Agency, with one or more of the Bidders responding.
- 1.15 Bids on All or Part:** Unless otherwise specified by the Lead Public Agency or by the Bidder, the Lead Public Agency reserves the right to make award on all or part of the items to be purchased. Bidders may restrict their bids to consideration in the aggregate by so stating in the bid. However, bids restricted to consideration in the aggregate must also include a unit price on each item bid.
- 1.16 Invitation to Bid Not an Offer:** This Invitation to Bid does not constitute an offer by the Lead Public Agency. No recommendations or conclusions from this Invitation to Bid process shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.
- 1.17 Brand Name:** If and whenever brand names, makes, names of manufacturers, trade names, bidder catalogs or model numbers are stated, they are for the purpose of establishing a grade or quality of material. The Lead Public Agency may accept any approved equal as defined in Section 1.18.
- 1.18 "OR EQUAL" Interpretation:** It is the Bidder's responsibility to prove to the Lead Public Agency that each bid item is equal to the grade or quality of material specified. On all such bids, the Bidder shall indicate clearly the product (brand and catalog or model numbers) on which the bid is based, and shall supply a sample and sufficient data to enable a comparison to be made by the Lead Public Agency with the particular brand or manufacturer specified. Failure to submit the required information shall be sufficient grounds for rejection of bid.
- The Lead Public Agency shall be the sole judge concerning the merits of the grade or quality of product specified. If the Bidder has questions relative to whether their product is equal to the grade or quality of the product specified, the issue shall be resolved during the pre-bid conference. If the extent of the discussion precludes resolution at the pre-bid conference, the vendor should contact the Procurement Services Division representative and resolve the issue prior to submission of their bid.
- 1.19 SBO Program:** It is the policy of the City of Charlotte in accordance with SB 1336 as approved by the NC General Assembly on August 27, 2002, that Small Business Enterprises shall have the maximum opportunity to compete for and participate in the performance of contracts issued on behalf of the City of Charlotte. The City further requires that its contractors agree to take all the necessary and responsible steps to ensure that Small Business Enterprises have the maximum opportunity to participate as subcontractors for contractors issued by City of Charlotte, Economic Development Division.
- 1.20 Subcontracting:** The Service Provider given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Service Provider shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by the

subcontractor. Additionally, the Lead Public Agency must be named as a third party beneficiary in all subcontracts.

1.21 Equal Opportunity: The Lead Public Agency has an equal opportunity purchasing policy. The Lead Public Agency seeks to ensure that all segments of the business community have access to supplying the goods and services needed by Lead Public Agency programs. The Lead Public Agency provides equal opportunity for all businesses and does not discriminate against any Service Providers regardless of race, color, religion, age, sex, and national origin or disability.

1.22 Certified Test Report: If the Specifications or Special Conditions require a certified test report, Bidders shall provide such report at their expense, prior to or with their sealed bids. The certified test report shall be from a recognized independent testing laboratory or manufacturer's quality control laboratory and shall show all test results and full compliance with the applicable Specifications. The Lead Public Agency will bear the cost of any independent tests or consultant services the Lead Public Agency chooses to perform.

1.23 Samples and Demonstrations: After bid opening, the Lead Public Agency reserves the right to request samples for testing purposes. If samples are requested, the Bidder shall provide them within seven (7) days after formal request is made, unless otherwise specified in the request. Samples shall be an exact and true representation of the actual goods offered in response to the Invitation to Bid. Each sample shall be properly tagged or labeled with the name of the Bidder, name of the manufacturer, and the number of this Invitation to Bid. Samples shall be provided at no cost to the Lead Public Agency. Samples not used for tests will be returned to the Bidder.

The Lead Public Agency reserves the right to require additional samples for further testing in the event the first sample fails to conform to the Specifications. The Bidder shall immediately provide the requested additional samples at no cost to the Lead Public Agency.

The Lead Public Agency may require full demonstration of samples as part of the evaluation process. Failure to submit or demonstrate samples shall be sufficient grounds for rejection of the bid.

1.24 Prohibited Discrimination: The Lead Public Agency is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. For purposes of this section, Prohibited Discrimination means discrimination in the solicitation, selection, and/or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, Prohibited Discrimination also includes retaliating against any person, business or other entity for reporting any incident of Prohibited Discrimination. It is understood and agreed that not only is Prohibited Discrimination improper for legal and moral reasons, Prohibited Discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the Lead Public Agency and others. As a condition of entering into any Agreement, the Service Provider shall represent, warrant and agree that it does not and will not engage in or condone Prohibited Discrimination. Without limiting any rights the Lead Public Agency may have at law or under any other provision of any Agreement, it is understood and agreed that a violation of this provision constitutes grounds for the Lead Public Agency to terminate any such Agreement.

- 1.25 Statutory Requirements:** Any Contract awarded as a result of this ITB shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.
- 1.26 No Collusion or Conflict of Interest:** By responding to this ITB, the Service Provider shall be deemed to have represented and warranted that the Bid is not made in connection with any competing Service Provider submitting a separate response to this ITB, and is in all respects fair and without collusion or fraud.
- 1.27 Use of Contract by Other Public Entities:** Service Providers are advised that the resultant contract(s) may be extended, with the authorization of the Service Provider, to other public entities or public agencies or institutions of the United States or Canada to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract.

If any other public entity decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The City of Charlotte and Mecklenburg County act only as the "Contracting Agent" for these public entities. Failure to extend a contract to any public entity will have no effect on consideration of your offer.

It is the Contractors responsibility to notify the public entities of the availability of the contract(s). Other Public Entities desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.

Each Public Entity has the option of executing a separate contract with the Contractor(s). Public Entities may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that Public Entity.

The City of Charlotte **shall not** be held liable for any costs or damages incurred by another Public Entity as a result of any award extended to that public entity by the Contractor.

- 1.28 Contract Award by Charlotte City Council:** As soon as practical after opening the Bids, the name of the apparent successful Bidder will be submitted to the Charlotte City Council for final approval of award. If approved by the Charlotte City Council, the Procurement Services Division will provide Contract documents to the Vendor. Any subsequent contract may be in the form of a purchase order and/or a written Agreement. In the event the Charlotte City Council approval is not received within one hundred twenty (120) calendar days after opening of the Bids, the vendor may request that it be released from the Bid.

SECTION 2 TERMS AND CONDITIONS

Each bid submitted in response to this Invitation to Bid constitutes an offer to become legally bound to a Contract with the Lead Public Agency incorporating the following Terms and Conditions:

2.1 Contract Types: The Contract resulting from this Invitation to Bid will be of the type indicated below:

Definite Quantity: The Contract will be a fixed-price contract that provides for delivery of a specified quantity of products and any related services either at specified times or when ordered.

Indefinite Quantity: The Contract will be a unit price contract for an indefinite amount of products (and any related services) to be furnished at specified times, or as ordered. In some cases, indefinite quantity contracts may state a minimum quantity that the Lead Public Agency is obligated to order. The Lead Public Agency may make available to Bidders information regarding the Lead Public Agency's purchase history or projected estimates of the approximate quantity of products that will be needed. Notwithstanding such information, each Bidder is required to perform its own due diligence on which to base its bid. Inaccuracy of information provided by the Lead Public Agency will not give rise to any claim against the Lead Public Agency, or entitle any Bidder to rescind its bid or terminate or amend the Contract.

2.2 Terms of Contract:

(A) **Unit Price Contract:** Contract awarded is for a unit price only where services are anticipated based upon indefinite quantities and services are anticipated subject to appropriations by Charlotte City Council and actual identified needs.

Contract Terms and Renewal Options: The contract term shall be for a period of one year from the date of award. The Lead Public Agency at its option may extend the contract for three (3) additional one-year extensions if the Contractor and the Lead Public Agency mutually agree upon extensions.

(B) **One Time Purchase:** Contract awarded is for a specific quantity purchased at one time.

2.3 Notice to Proceed: The successful Bidder shall not commence work or make shipment under this Invitation to Bid until duly notified by receipt of an executed Contract from the Lead Public Agency. If the successful Bidder commences work or makes shipment prior to that time, such action is taken at the Bidder's risk, without any obligation of reimbursement by the Lead Public Agency.

2.4 Delivery Time: When delivery time is requested in this Invitation to Bid, (whether in the form of a specific delivery date or maximum number of days for delivery) **time is of the essence.** Each bid shall be deemed a binding commitment of the Bidder to meet the delivery time stated herein unless the bid specifically takes exception. If such delivery time is not met, the Lead Public Agency shall be entitled to terminate the Contract immediately and/or exercise any other remedies available at law or in equity.

- 2.5 Prices Are Firm:** Each Bidder warrants the bid price(s), terms and conditions quoted in its bid shall be firm for acceptance by the Lead Public Agency for a period of **one hundred twenty (120) calendar days** from the date of the bid opening. Once award is made and a Contract is in place, prices shall remain firm and fixed for the entire Contract period, unless otherwise provided in the Special Conditions. If your bid includes price increases over the term of the Contract, such increases must be clearly designated on Form Three of the Bid Response Package (Pricing Sheet).
- 2.6 Prompt Payment Discounts:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
- 2.7 Quality:** Unless this Invitation to Bid specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or goods provided under this Invitation to Bid shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By “new”, the Lead Public Agency means that the item has been recently produced and has not been previously sold or used.

Whenever this Invitation to Bid or any other part of the Contract states that an item or service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Invitation to Bid or the Contract.

- 2.8 Inspection at Contractor's Site:** The Lead Public Agency reserves the right to inspect the equipment, plant or other facilities of a Bidder prior to Contract award, and during the Contract term from time to time as the Lead Public Agency deems necessary to confirm that such equipment, plant or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days notice to the Bidder.

2.9 Preparation For Delivery:

- (A) **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Bidder shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Bidder will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
- (B) **Marking.** All cartons shall be clearly identified with the Lead Public Agency purchase order number and the name of the department or key business making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
- (C) **Shipping.** The Bidder shall follow all shipping instructions included in this Invitation to Bid, the Lead Public Agency's purchase order or in the Contract with the Lead Public Agency.

- 2.10 Acceptance of Goods/Services:** The goods delivered under this Invitation to Bid shall remain the property of the successful Bidder until the Lead Public Agency physically inspects, actually uses and accepts the goods. IN THE EVENT PRODUCTS PROVIDED TO THE LEAD PUBLIC AGENCY DO NOT COMPLY WITH THE CONTRACT, THE LEAD PUBLIC AGENCY SHALL BE ENTITLED TO TERMINATE THE CONTRACT UPON WRITTEN NOTICE TO THE SUCCESSFUL BIDDER AND RETURN SUCH PRODUCTS (AND ANY RELATED GOODS) TO THE BIDDER AT THE BIDDER'S EXPENSE. In the event the services provided under this Invitation to Bid do not comply with the Contract, the Lead Public Agency reserves the right to cancel the service and rescind any related purchase of products upon written notice to the successful Bidder. The remedies stated in this Section are in addition to and without limitation of any other remedies that the Lead Public Agency may have under the Contract, at law or in equity.
- 2.11 Guarantee:** Unless otherwise specified by the Lead Public Agency, the Bidder unconditionally guarantees the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur due to faulty material and/or services, the Bidder at their expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the Lead Public Agency. These repairs, replacements or adjustments shall be made only at such time as will be designated by the Lead Public Agency to ensure the least impact to the operation of Lead Public Agency business.
- 2.12 Manufacturer or Dealer Advertisement:** No manufacturer or dealer shall advertise on goods delivered to the Lead Public Agency without prior approval by the Lead Public Agency.
- 2.13 Right to Cover:** If the successful Bidder fails to comply with any term or condition of the Contract or the Bidder's response to this Invitation to Bid, the Lead Public Agency may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable products and/or services from a third party; and
 - (B) Recover from such Bidder the difference between what the Lead Public Agency paid for such products and/or services on the open market and the price of such products and/or services under the Contract or the Bidder's response to this Invitation to Bid.
- 2.14 Right to Withhold Payment:** If a Bidder breaches any provision of the Contract, the Lead Public Agency shall have the right to withhold all payments due to the Bidder until such breach has been fully cured.
- 2.15 Certification of Independent Price Determination:** By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
- (A) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
 - (B) Unless otherwise required by law, the Bidder has not knowingly disclosed the prices that have been quoted in this bid directly or indirectly to any other Bidder or to any competition prior to the opening of the bid.

- (C) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- 2.16 Compliance with Laws:** All products and services delivered under this Invitation to Bid shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the successful Bidder shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 2.17 Lead Public Agency License Requirement:** A current City of Charlotte and/or Mecklenburg County Business License is required for the successful Bidder who either personally or through agents, solicits business within the city limits; or picks up and/or delivers goods or delivers services within the city limits. All questions regarding licensing should be directed to the Business Tax Collections Office, 704-336-6315.
- 2.18 No Liens:** All products shall be delivered and shall remain free and clear of all liens and encumbrances.
- 2.19 Other Remedies:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
- 2.20 Amendment:** No amendment or change to the Contract shall be valid unless in writing and signed by both parties to the Contract.
- 2.21 Governing Law and Jurisdiction:** North Carolina law shall govern the interpretation and enforcement of the Contract, and any other matters relating to the Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to the Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By submitting a response to this Invitation to Bid, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 2.22 Binding Nature and Assignment:** The Contract shall bind the parties and their successors and permitted assigns. Neither party may assign the Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in this Invitation to Bid shall constitute an assignment.
- 2.23 No Delay Damages:** Under no circumstances shall the Lead Public Agency be liable to the successful Bidder for any damages arising from delay, whether caused by the Lead Public Agency or not.
- 2.24 Force Majeure:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:
- (A) If such failure or delay:
1. could not have been prevented by reasonable precaution;
 2. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and

3. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
- (B) An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- (C) Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the successful Bidder from performing its obligations for more than fifteen (15) days, the Lead Public Agency shall have the right to terminate the Contract by written notice to the successful Bidder.
- (D) Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the successful Bidder or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Bidder of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

2.25 Severability: The invalidity of one or more of the phrases, sentences, clauses or sections contained in the Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of the Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and the Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

2.26 No Publicity: No advertising, sales promotion or other materials of the successful Bidder or its agents or representations may identify or reference the Contract or the Lead Public Agency in any manner without the prior written consent of the Lead Public Agency. Notwithstanding the forgoing, the parties agree that the successful Bidder may list the Lead Public Agency as a reference in responses to requests for Bids, and may identify the Lead Public Agency as a customer in presentations to potential customers.

2.27 Waiver: No delay or omission by either party to exercise any right or power it has under the Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of the Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of the Contract shall be effective unless in writing and signed by the party waiving the rights.

2.28 Survival of Provisions: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to all definitions

and a list of surviving Sections which will be included in the final Contract.

- 2.29 Change In Control:** In the event of a change in “Control” of the successful Bidder (as defined below), the Lead Public Agency shall have the option of terminating the Contract by written notice to the successful Bidder. The Company shall notify the Lead Public Agency within ten (10) days of the occurrence of a change in control. As used in the Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the successful Bidder or (ii) the power to direct or cause the direction of the management and policies of the successful Bidder whether through the ownership of voting securities, by contract or otherwise.
- 2.30 Anti-lobbying Provision:** Maintaining the integrity of its Invitation to Bid process is of paramount importance for the Lead Public Agency. To this end, we ask each Bidder’s cooperation in voluntarily refraining from contacting any members of the Charlotte City Council, or Mecklenburg County Board of Commissioners until the award of this contract is presented to them for approval.

SECTION 3 SPECIAL CONDITIONS

- 3.1 Price Adjustments:** Bids must be firm for the entire length of the contract and adjustments will only be allowed at time of renewal.
- 3.2 Options and Accessories:** The Lead Public Agency may in its discretion purchase from the successful Bidder options and accessories beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes.
- 3.3 Documentation:** The successful Bidder will provide for all products purchased under this Invitation to Bid written or electronic documentation that is complete and accurate, and sufficient to enable Lead Public Agency employees with ordinary skills and experience to utilize such products for the purpose for which the Lead Public Agency is acquiring them. Such documentation may take the form of user manuals or online instruction.
- 3.4 Design and/or Manufacturer Requirement:** Goods and materials are required to meet standards, as indicated in the Invitation to Bid detailed specifications (Section 4).
- 3.5 Award of Contract:** The Lead Public Agency reserves the right to award this contract based on the lowest responsive responsible bidder taking into consideration vendor qualifications and experience, quality, delivery, workmanship, pricing, on-line ordering capabilities and any applicable environmentally preferable attributes associated with the product or services.
- 3.6 Contract Monitoring:** The Lead Public Agency shall have the right to audit the Company's compliance with the terms and conditions of this Agreement at such times as the Lead Public Agency deems appropriate. The successful vendor shall develop an action plan to correct any contract deficiency identified during these compliance audits, and submit within thirty (30) days of notification of non-compliance.
- 3.7 Site Visit:** At the option of the Lead Public Agency, a plant and facility inspection may be required as described under Section 2.8 of this Invitation to Bid.
- 3.8 Environmental Preferable Purchasing:** The Lead Public Agency promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring products or services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:
- | | |
|-----------------------------|--------------------------------|
| Recycled content | Renewable resources |
| Recyclability | Packaging |
| Biodegradability | Reduced toxicity |
| Energy and water efficiency | Low volatile organic compounds |
| Durability | Take back options |

Bidders able to supply products or services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in bids and Bids. Bidders must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data or a formal statement signed by a senior company official.

- 3.9 Reporting Requirements:** The Contractor shall furnish quarterly usage reports showing a summary of the ordering and/or history of each Lead Public Agency department for the previous quarter to the Procurement Services Division. The report must show at minimum, description and total quantity of each item ordered during the period, reporting period, Lead Public Agency, and total dollars per agency. The City of Charlotte/Mecklenburg County reserves the right to request additional information, if required, when reviewing contract activity.
- 3.10** During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the Lead Public Agency shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Agreement or the Lead Public Agency's payment obligations. The Lead Public Agency shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the Lead Public Agency in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the Lead Public Agency for the cost of the audit.

SECTION 4 SPECIFICATIONS

4.1 Scope of Work: The scope of this contract shall be to provide and deliver Water/Wastewater Treatment Chemicals to the Charlotte Mecklenburg Utilities Department (CMUD) and other Participating Public Agencies. The successful Bidder shall agree to receive all orders from the Lead Public Agency and Participating Public Agencies and to deliver items orders to a specified Lead Public Agency or Participating Public Agency address. This is an indefinite quantity contract as defined in Section 2.1 of the Invitation to Bid.

- (A) The attached pricing sheet may not include all water and wastewater treatment chemicals currently used within the Lead Public Agency and new water and wastewater treatment chemicals may be purchased during the term of this contract. The Lead Public Agency reserves the right to add items excluded under this Invitation to Bid or to delete items, which are included under this Invitation to Bid. Any items added must be at a reasonable and customary price as defined in Section 4.5.2.
- (B) The contract term shall be for a period of one year from the date of award. The Lead Public Agency at its option may extend the contract for three (3) additional one-year extensions if the successful Bidder and the Lead Public Agency mutually agree upon extensions. Price increases shall only be considered in at contract renewal time in accordance with Section 3.1, and may be cause for non-renewal. The Lead Public Agency shall be entitled to exercise or decline to exercise renewal options in their sole discretion.
- (C) Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, extended warranty periods, or other value-added services they may offer.

The Lead Public Agency reserves the right to award cost saving/value-added alternate bid proposals if they are determined to be in the best interest of the Lead Pubic Agency and Participating Public Agencies.

4.2 Background: Pursuant to N.C. G.S. 160A-461, Charlotte Mecklenburg Procurement Services Division has taken the initiative to develop and pilot a regional cooperative purchasing program with Charlotte-Mecklenburg as the lead agency. The name of this program is the Charlotte Regional Group Purchasing Organization (CRGPO).

The purpose of the CRGPO is to affect regional procurement by combining the volumes of government agencies state wide to achieve cost effective pricing and reduce the administrative and overhead costs of suppliers and government agencies alike. By providing a comprehensive and competitively solicited Contract through a single bid process, government agencies, school districts, and authorities in North Carolina could utilize the subsequent contract(s) without the need for further solicitation. Bidder should consider the potential volumes when responding to this bid.

Participation by other entities is strictly voluntary and no volumes are guaranteed.

4.2.1 Bids must include in detail how the bidder plans to service all Participating Public Agencies as it relates to the CRGPO as Exhibit A.

4.3 General Requirements: All chemicals furnished shall be new, meet all requirements of these specifications and be in operating condition at time of delivery. Bids submitted in

response to this ITB must comply with all terms and conditions and specifications as listed.

4.4 Quantities: The Lead Public Agency and Participating Public Agencies reserve the right to purchase according to actual need and does not guarantee quantities. The quantities shown are estimates based on prior year usage. Multiple orders will be placed on an as needed basis during the term of the contract.

4.5 Pricing: Bids shall be submitted as a fixed unit cost per item, which includes shipping and delivery, any discounts, vendor mark up/profit, item cost and storage. No other charges are allowed.

4.5.1 Fixed unit costs must remain for the term of the contract. Price increases will only be allowed at the time of contract renewal each year. The successful bidder must submit any price increase request to the Lead Public Agency no later than sixty (60) days prior to the renewal date along with documentation sufficient to demonstrate the increase is necessary based on a legitimate increase in the cost of materials.

The Lead Public Agency may approve or reject price increases as submitted in its sole discretion.

4.5.2 For all items not included in the Pricing Sheet or that may be added during the term of the contract, the Lead Public Agency requires pricing from Producer Price Index (PPI) based on the initial contract date. Discounts shall be firm for the life of the contract. At least sixty (60) days prior to the end of each twelve (12) month term, the supplier shall submit in writing to the Lead Public Agency all proposed price adjustments for review. Price increases will only be considered for those items with a published manufacturer's price increase. Price increases will not be considered more than once annually.

4.5.3 Pricing Incentives and Rebates.

Please identify any incentives and rebates offered based on volume, electronic ordering or other criteria.

4.6 Placement of Orders: The Bidder must have the proven ability to allow electronic access to product information and ordering. Orders may be placed on-line using Internet technology. In the event the Internet connection is temporarily lost, or experiencing technical difficulties, faxed orders, telephoned orders or purchase orders shall be accepted by the successful Bidder. The bids must include the following as an Exhibit B:

1. Percent (%) of time orders filled correctly;
2. Percent (%) of time items are backordered;
3. Backorder policy;
4. Percent (%) of time orders are delivered within contract time; and
5. Return policy.

4.7 Electronic Commerce: All bids must address in detail as an Exhibit C, but not be limited to, the following features and functionalities of the Bidder's electronic commerce suite:

4.7.1 Internet Ordering System.

1. Ability to set up individual users with various levels of approval requirements;
2. Set up and maintain multiple accounts and cost centers;
3. Quick Order feature;
4. Confirmation of orders (printable);
5. Budgetary Controls;
6. Technical Support;
7. User Profiles; and
8. Provide administration rights for all Lead Public Agency and Participating Public Agency's accounts/users to designated Procurement Services staff.

4.7.2 Reporting Capabilities.

1. Ability to create, analyze and print usage reports by end user or administrator;
2. Sort the history of purchases by product type, account, or ship-to location;
3. Produce minority, woman and small business owned products purchased reports; and
4. Produce recycled products purchased reports.

4.7.3 Billing Capabilities.

1. Electronic billing options;
2. Customized billing options;
3. Invoice options;
4. Frequency options;
5. Sorting capabilities; and
6. Media Types.

4.8 **Company:** All bids must address in detail as an Exhibit D, but not be limited to, the following features and functionalities of the Bidder's profile:

1. A brief history and description of your company;
2. Total number and location of sales persons employed by your company in North Carolina and South Carolina; and
3. Number and location of distribution outlets in North Carolina and South Carolina (if applicable).

4.9 **Qualifications, Experience and Project Management Capabilities:** All bids must address in detail as an Exhibit E:

1. Provide the number of years in the business of supplying the chemicals that are being requested; and
2. Provide the number of contracts with North Carolina Counties, Cities and States held in the last three (3) years.

- 4.10 Product Specifications:** Refer to Section 7, Specifications.
- 4.11 Material Safety Data Sheet (MSDS):** The successful bidder(s) shall provide MSDS for all chemicals within ten (10) calendar days after award to Lead Public Agency and Participating Public Agencies.
- 4.12 Delivery:** All chemicals provided under this contract must be delivered F.O.B. Destination within **three (3) business days** from the placement of order if ordered by 3:00 PM on a workday. Workdays are Monday through Friday, excluding Lead Public Agency, Participating Public Agency, State and Federal recognized holidays. Delivery and freight charges are to be included in discount price. Failure to comply with this requirement shall be cause to terminate this contract unless such failure is confined to infrequent and isolated instances, which do not involve major purchases.
- 4.12.1 Deliveries must be made to a designated Lead Public Agency or Participating Public Agency department. Addresses for the various departments will be provided on the purchase order to the successful Bidder.
- 4.12.2 Each order delivered must have a packing slip enclosed. The packing slip must clearly show the items ordered, purchase order number, ship to location, unit of measure, contract pricing, items enclosed and identify any items on backorder.
- 4.13 Delivery Personnel:** All delivery personnel of the successful Bidder shall be subject to background checks at the discretion of the Lead Public Agency. Bids shall include company policies regarding selection of personnel who will be frequenting Lead Public Agency facilities. Delivery personnel will be required to complete annual spill prevention training at wastewater treatment plants and any other pertinent training at any water/wastewater facility related to plant administrative policies.
- 4.14 Applicable Laws:** The Suppliers must be familiar with, have a working knowledge of, and comply with all federal, state, and local laws, statutes, ordinances and regulations as applicable to the service requirements of this ITB. These shall include the rules, regulations and interpretations of the North Carolina Department of Labor relative to Occupational Safety and Health Standards.
- 4.15 Permitting Responsibilities:** All permits and inspections are the sole responsibility of the successful bidder.
- 4.16 Award of Contract:** The Lead Public Agency and Participating Public Agency reserve the right to award this contract based on the lowest responsive responsible bidder taking into consideration vendor qualifications and experience, quality, delivery, workmanship, ability to provide products and services to all potential Participating Public Agencies, pricing, on-line ordering capabilities and any applicable environmentally preferable attributes associated with the product or services.
- The Lead Public Agency also reserves the right to award contract(s) by item, combination of items or grand total, whichever is in the best interest of the Lead Public Agency.
- Multiple awards may be made as a result of this ITB if doing so will ensure that any ensuing contract(s) will allow the Lead Public Agency to fulfill current and future requirements or in the best interest of the Lead Public Agency.

The Lead Public Agency reserves the right to add items excluded under this Invitation to Bid, or to delete items, which are included under this Invitation to Bid.

- 4.17 Lead Public Agency Contracting Requirements:** The Lead Public Agency will enter into an Agreement written by the Lead Public Agency with the successful Bidder that contains the terms and conditions set forth in this ITB and sample Contract included as Section 8. Each Bidder must state specifically in its bid response any exceptions to the terms and conditions included in this ITB, or the sample Contract and any proposed additional terms or conditions deemed important by the Bidder. The Lead Public Agency will take any such exceptions and proposed additions into account during the evaluation process. Any terms and conditions that the Bidder does not specifically object to will be incorporated into the resultant Agreement. Notwithstanding the foregoing, the Lead Public Agency reserves the right to change the proposed contractual terms and conditions prior to contract award if it is in the Lead Public Agency's best interest to do so.

The terms and conditions set forth in this ITB are not all inclusive. The Lead Public Agency may propose additional terms and conditions based on the responses to this ITB and the Lead Public Agency's analysis of the successful bid.

The term "Agreement" shall refer to the contract entered into between the Lead Public Agency and the successful Bidder, and the term "Company" shall refer to the successful Bidder.

- 4.18 Returns and Restocking Charges:** The Supplier must pick up the merchandise to be returned within twenty-four (24) hours from notification. The Lead Public Agency and Participating Public Agency will not pay restocking fees for merchandise that has been returned unless it is a specialty item and the user department has been notified, at the time of placement of order, of the potential restocking charge. The Supplier will issue a credit memo, to the user department within seven (7) calendar days of the return.
- 4.19 Reporting:** A usage report must be supplied electronically to Lead Public Agency and Participating Public Agency no later than the 10th day of the following month. Reports must be designed in such a manner that the information captured on the purchase request shall also be reflected in the monthly report. The report shall clearly identify all items purchased by each department. Each report shall list all items purchased, the manufacturer's name and part/product number, unit price, quantities, ship to location and extended price for each item.

Product reports which delineate minority products and recycled products must be submitted to Procurement Services on a quarterly basis.

- 4.20 Training:** The successful Supplier will be responsible for initially training all necessary Lead Public Agency and Participating Public Agency employees on using their on-line ordering system and any on-going training for new or additional users, at no additional cost to the Lead Public Agency and Participating Public Agency. Supplier will be responsible for providing documented step-by-step instructions to each authorized user of the Lead Public Agency and Participating Public Agency.
- 4.21 Samples:** Prior to award of a contract, vendors may be required to furnish a sample of each item awarded, at no charge to the Lead Public Agency. Samples will be retained by Procurement Services for comparison with items delivered under the resulting contract.

SECTION FIVE Insurance Requirements

Indemnity: to the extent permitted by law the successful Bidder shall indemnify and save harmless the Lead Public Agency/State, its officers, agents, employees and assigns from and against all loss, cost, damages, expenses and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness 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 this Invitation to Bid. The indemnity provided in this Form shall be in addition to and not in limitation of any other indemnity provisions that may be set forth in this Invitation to Bid.

Insurance: Throughout the term of the Contract, the successful Bidder shall comply with the insurance requirements described in this Form. In the event the successful Bidder fails to procure and maintain each type of insurance required by this Form, or in the event the successful Bidder fails to provide the Lead Public Agency with the required certificates of insurance, the Lead Public Agency shall be entitled to terminate the Contract immediately upon written notice to the successful Bidder.

The successful Bidder agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the **City of Charlotte**, authorized to do business in the State of North Carolina:

- A) **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- B) **Commercial General Liability:** Bodily injury and property damage liability as shall protect the successful Bidder and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the successful Bidder, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- C) **Workers' Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The successful Bidder shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the Lead Public Agency. The successful Bidder shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The successful Bidder shall furnish the Lead Public Agency with proof of insurance coverage by certificates of

insurance accompanying the Contract and shall name the Lead Public Agency as an additional named insured under the commercial general liability.

Certificates of all required insurance shall contain the provision that the Lead Public Agency will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring company.

The Lead Public Agency shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder and/or subcontractor providing such insurance.

Section 6
Required Forms – Form One

BID SUBMISSION FORM
ITB # 269-2009-176
WATER/WASTERWATER TREATMENT CHEMICALS

This Bid is submitted by:

Company Name: _____

Representative (printed): _____

Representative (**signed**): _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____
(Area Code) Telephone Number

Facsimile: _____
(Area Code) Fax Number

It is understood by the Vendor that the Lead Public Agency reserves the right to reject any and all Bids, to make awards on all items or on any items according to the best interest of the Lead Public Agency, to waive formalities, technicalities, to recover and re-bid this ITB. Bids are valid for one hundred twenty (120) calendar days from Bid Opening.

Company Name

Date

Authorized Signature

Please type or print name

Section 6
Required Forms – Form Two

Addenda Acknowledgement Form
ITB # 269-2009-176
WATER/WASTERWATER TREATMENT CHEMICALS

Bid/Bid Submission Check List: Confirm by placing a check mark in the space provided that as the bidder or proposer the information listed below has been reviewed and complied with in the submission of a response to this Invitation to Bid/Request for Bids.

- (A) _____ Addenda acknowledgement. Please contact the Procurement Services Division representative to verify the number of addenda issued.

Procurement Services Rep. Name	Telephone Number
Genetta Carothers	(704) 336-5195

Addenda Receipt: The following confirms receipt of any and all addenda issued for this Invitation to Bid/Request for Bids:

Addendum #	Date Issued
_____	_____
_____	_____
_____	_____

- (B) _____ Bid/Bid document has been signed by authorized bidder/proposer official.
- (C) _____ Bid/Bid package has been properly labeled per the instructions. (See Section 1.7, page 3)
- (D) _____ Bid/Bid Response Package Forms (pages 26 to 32)
- Bid Submission Form One
 - Addenda Acknowledgement Form Two
 - Pricing Sheet Form Three
 - Non-Discrimination Certification Form Four
 - Vendor References Form Five
 - Specification Compliance Section 7
 - CRGPO Plan as Exhibit A (per Section 4.2.1)
 - Placement of Orders as Exhibit B(per section 4.6)
 - Electronic Commerce as Exhibit C (per section 4.7)
 - Company Background as Exhibit D (per section 4.8)
 - Qualification, Experience and Project Management Capabilities as Exhibit E (per section 4.9)
 - Vendor References for Liquid Linear Phosphate, Exhibit F (per section 7)

Section 6
Required Forms – Form Two

The signature below certifies the Bid response complies with the requirements of this Invitation to Bid and that the above items A through D have been verified as complete.

Date

Printed/Typed Name

Signature

Section 6
Required Forms – Form Three

PRICING SHEET
ITB # 269-2009-176
WATER/WASTERWATER TREATMENT CHEMICALS

The undersigned proposes to furnish the following items in strict conformance to the bid specifications and bid invitation issued by the City of Charlotte and/or Mecklenburg County for this bid. Any exceptions are clearly marked in the attached copy of bid specifications.

BIDS ARE DUE NO LATER THAN 2:00 P.M., MAY 28, 2009

<u>Items</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
1.	Activated Carbon	200	Tons		
2.	Aluminum Sulfate (Liquid Alum)	2,940	Gallons		
3.	Hydrated Lime Bulk	2,800	Tons		
4.	Sodium Hypochlorite	700,000	Gallons		
5.	Sodium Bisulfite	185,000	Gallons		
6.	Calcium Thiosulfate, 24-30%	1,100	Gallons		
7.	Sodium Hydroxide (Caustic Soda 25%)	835,000	Gallons		
8.	Chlorine Gas	670 330	Tons 150 lb. Cylinders		
9.	Fluorosilicic Acid	800 3,500	Tons Gallons		
10.	Lime Slurry	328,500	Gallons		
11.	Acetic Acid 29%	280,000	Gallons		
12.	Liquid Linear Phosphate	4,600	Gallons		
13.	Ferric Chloride 30-35%	800,000	Gallons		
14.	Magnesium Hydroxide	632,000	Gallons		
15.	Methanol	20,000	Gallons		
16.	Dechlorination Tablets	1,200	Pounds		
17.	Activated Carbon (BTN)	30	Tons		
18.	Aluminum Sulfate (Liquid Alum) (BTN)	950	Tons		
19.	Hydrated Lime Bulk (BTN)	620	Tons		
20.	Sodium Hypochlorite (BTN)	30,000	Gallons		
21.	Sodium Hydroxide (Caustic Soda 50%) (BTN & JKV)	352 54,000	Tons Gallons		
22.	Chlorine Gas (BTN)	185	Tons		
23.	Hydrofluorosilicic Acid (BTN)	110	Tons		
24.	Powdered Activated Carbon – Wastewater (BTN)	80	Tons		
25.	Sulfuric Acid (JKV)	11,250	Gallons		
26.	Hydrogen Peroxide (50%) (JKV)	484,000	Pounds		
TOTAL BID					\$

NOTE: Specification check off list to be included with your bid response.

Section 6
Required Forms – Form Three

Total Bid Price must include all chemicals, labor, delivery, installation, consultation, vendor profit and all other costs associated with this project. No additional cost will be allowed.

Payment Terms: _____

Company Business License Account Number: _____

Company Federal Tax ID Number: _____

The undersigned hereby certifies the Bidder has read the terms of this bid document, including the sample contract (Section 8) and is authorized to bind the firm to the information herein set forth.

Date: _____

Legal Name of Firm

BY: _____

Name and Title of Person Signing (please print)

Section 6
Required Forms – Form Four

**NON-DISCRIMINATION PROVISION
FOR ALL CITY CONTRACTS**

Project: 269-2009-176 WATER/WASTERWATER TREATMENT CHEMICALS

All requests for bids or Bids issued for City contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed bid or Bid, the Bidder or Proposer has considered all bids and Bids submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in Section 2.
2. For purposes of this section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid or Bid submitted with this certification, and terminate any contract awarded based on such bid or Bid It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City contracts or bid processes for up to two years.
4. As a condition of contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid or Bid and to any contract awarded on such bid or Bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its bid or Bid, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a bid or Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: _____

BY: _____ TITLE: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

DATE: _____

Section 6
Required Forms – Form Five

REFERENCES

Company Name: _____

List three (3) clients, for whom you have provided services similar to those outlined in this Invitation to Bid, for reference check:

NAME OF FIRM:
ADDRESS OF FIRM: _____ _____
CONTACT PERSON:
TELEPHONE NUMBER:
FAX NUMBER:
NAME OF FIRM:
ADDRESS OF FIRM: _____ _____
CONTACT PERSON:
TELEPHONE NUMBER:
FAX NUMBER:
NAME OF FIRM:
ADDRESS OF FIRM: _____ _____
CONTACT PERSON:
TELEPHONE NUMBER:
FAX NUMBER:

SECTION 7

SPECIFICATIONS
WATER/WASTEWATER TREATMENT
CHEMICALS

**(This section must be completed and
returned with bid response)**

BIDDER MUST FILL IN BLANKS (Left Margin) TO INDICATE COMPLIANCE. ALL EXCEPTIONS SHOULD BE ON A SEPARATE SINGLE PAGE FOR OUR ACCEPTANCE. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RENDER YOUR BID UNRESPONSIVE.

Comply Y/N

_____ The requirement of chemicals as set forth herein are for the use of the Lead Public Agency and Participating Public Agency. It is the intent of the parties, that this instrument be deemed an “estimate of requirements” contract, and that it may be extended for up to three, twelve month periods after the initial contract award. In the event that these products should, at the end of the contract period, be in scarce supply or for some other reason competitive bidding should be impractical; the Lead Public Agency and Participating Public Agency reserve the right to extend the contract period by mutual agreement with the contractor for such a period until competitive bidding is again practical. However, such an extension will not exceed four years. The net delivered price shown in the proposal will be the net cost to the Lead Public Agency and Participating Public Agency for the total quantity of the material specified, regardless of the type and size of shipment. The Lead Public Agency and Participating Public Agency is not necessarily interested in the routing of these chemicals as long as the materials are delivered F.O.B. our docks.

Truck shipments shall not be accepted after 1:00 pm without prior written or verbal notice and agreement.

_____ **Shipping Instructions**

In addition to shipping and receiving measures outlined herein, all shipments are required to adhere to the following security measures at all receiving facilities.

- Successful Bidder will fax photos with names of the drivers making the deliveries to the receiving facility prior to the arrival of the shipment;
- The receiving facility will be notified before the truck leaves the terminal, and the name of the driver will be provided for matching purposes upon the arrival of the shipment;
- All trucks will be sealed with security tags and the numbers faxed to the receiving facility after loading has been completed and the truck is ready to depart the terminal;
- The manifests will contain all of the same information along with the serial numbers and tanker numbers; and
- The drivers will have a certificate of analysis for **all chemicals** upon arrival at the receiving facility.

All shipments are to arrive Monday through Friday between the hours of 7:00 A.M. and 2:00 P.M. with the exception of McAlpine Creek Wastewater Treatment plant. Deliveries to McAlpine must occur between 8:00 A.M and 1:00 P.M, and the delivery acceptance hours for all three water treatment facilities (Franklin, Vest, and Lee Dukes) will be 7 A.M. – 1 P.M. Deliveries must be made within **three (3) business days** of order placement. **No partial orders will be accepted unless requested by Lead Public Agency or Participating Public Agency.**

***Wastewater plants will accept deliveries on weekends and holidays.**

Chemicals are to be shipped F.O.B. to either or all of the following CMU storage facilities.

- Vest Treatment Plant
820 Beatties Ford Road
Charlotte, NC 28216
- Franklin Treatment Plant
5200 Brookshire Boulevard
Charlotte, NC 28216
- Irwin Creek Treatment Plant
4000 Westmont Drive
Charlotte, NC 28217
- Sugar Creek Treatment Plant
5301 Closeburn Road
Charlotte, NC 28210
- McAlpine Creek Treatment Plant
Highway 51 South
Pineville, NC 28134

Specific Shipping Specifications

McAlpine Creek Treatment Plant requires that on a 24-hour notice all deliveries be made as near **8:00 A.M.** as possible. **No deliveries will be accepted after 1:00 P.M.** All tankers must have rear off load capability (no side off load) and that all tankers have self-contained air pressure to blow off chemicals. No pumping of chemicals and no use of plant supplied air.

- Mallard Creek Treatment Plant
12400 U.S. Highway 29 North
Charlotte, NC 28262
- McDowell Creek Treatment Plant
4901 Neck Road
Huntersville, NC 28078
- North Mecklenburg Water Treatment
7980 Babe Stillwell Farm Road
Huntersville, NC 28078

Chemicals supplied under these specifications shall not contain soluble minerals or organic substances in quantities capable of producing deleterious or injurious effect upon public health or water quality. Product shall not contain quantities or concentrations of any metals including but not limited to mercury, zinc, copper, cyanide or any other impurity that prevents compliance with NPDES permits or

503 Biosolids regulations or other regulations in place. The National Sanitation Foundation Standard Number 60 and/or 61 will be used as the guideline for acceptability. **Analysis as required must be submitted for evaluation of bids prior to award of contract.**

_____ All bidders are required to show in the provided space on the proposal their EIN Tax ID Number. Enter the Federal Social Security Identification number of the bidder (the number used on Employer's Quarterly Federal Tax Return, US Treasury Department Form 941).

_____ In compliance with Executive Order 10936 from the Attorney General's Office, this office is being required to report identical bidding on chemicals.

_____ **All Bidders will be subject to on-site visits by Lead Public Agency and Participating Public Agency staff for internal quality control purposes.**

_____ **Spill Prevention**

- Spill Prevention requirements are for all Lead Public Agency and Participating Public Agency facilities, which include each wastewater treatment plant will be followed. The spill prevention policy in association with the ISO 14001 certification.
- The Service Provider's delivery staff must sign in at the Administration Building immediately upon entering the facility. The Service Provider's delivery staff shall be escorted to the delivery point by Lead Public Agency and Participating Public Agency staff.
- All of the Service Provider's delivery staff shall attend **annual mandatory** spill prevention and response training at each wastewater treatment facility where the employees will be delivering chemicals. The Lead Public Agency and Participating Public Agency can provide training to groups of employees or individual employees as they deliver chemicals to the site. The Service Provider may schedule training and a delivery during the same trip to the facility, but the Service Provider's employee must attend the training prior to unloading the chemical. The Service Provider shall give the facility contact at least 24 hours notice when spill prevention and response training will be needed for an employee. Training will be provided during the allowable delivery times for each facility. Training will be provided by Lead Public Agency and Participating Public Agency staff.
- The Service Provider shall use the fill port or system designated by the Lead Public Agency and Participating Public Agency during the training in order to off-load chemicals.
- The Service Provider shall use a truck route designated by the Lead Public Agency and Participating Public Agency during the training when inside the facility.

- In the event of a spill resulting from the Service Provider's actions, the Service Provider's employee shall perform initial spill response including but not limited to using materials in Lead Public Agency and Participating Public Agency owned spill kits to prevent chemicals from injuring Lead Public Agency and Participating Public Agency employees and to prevent chemicals from reaching storm drains. The Lead Public Agency and Participating Public Agency shall pay any fines levied against the Lead Public Agency and Participating Public Agency for spills resulting from the Service Provider's actions and shall pay any costs incurred for clean-up and emergency response.
- The Service Provider must have a spill prevention program available and follow the Service Provider's procedures in case of a spill. The Service Provider awarded the contract must provide a copy of their spill prevention program to the customer for review. In addition, if there is a spill the Service Provider must notify operations staff immediately. The operational staff will then following our procedures to contain the spill. The Service Provider should have the appropriate spill prevention kit available for the chemicals they are delivering. Lead Public Agency and Participating Public Agency will provide limited spill prevention materials if required. Lead Public Agency and Participating Public Agency will be reimbursed by the Service Provider for labor and materials and damages created by the spill.
- Service Providers shall follow all Lead Public Agency and Participating Public Agency ISO 14001 reporting requirements as necessary.

Adherence to Plant Policies

Employees who deliver products to Lead Public Agency and Participating Public Agency facilities or are on site for other purposes must adhere to plant policies while on site which include, but not limited to, safety, tobacco free restrictions, no weapons of any kind (concealed or otherwise), ISO 14001 requirements which includes the Lead Public Agency and Participating Public Agency environmental policy, and spill prevention awareness training once a year to the chemical delivery staff at each wastewater treatment facility according to Lead Public Agency and Participating Public Agency's spill prevention and stormwater requirements.

Product Analyses

Service Providers must, at their cost, supply Lead Public Agency and Participating Public Agency, at its request, analytical results from analyses of products received by Lead Public Agency and Participating Public Agency for contaminants including, but not limited to, arsenic, lead, copper, other heavy metals, or other contaminants regulated in the finished or bi-products created by Lead Public Agency and Participating Public Agency. Internal spot checks or products received will also be conducted by Lead Public Agency and Participating Public Agency at cost to Lead Public Agency and Participating Public Agency. In the event that unacceptable levels of contaminants are found, Lead Public Agency and Participating Public Agency reserve the right to terminate the contract or require more frequent analyses until such time as Lead Public Agency and Participating Public Agency officials are satisfied that the

issues surrounding the presence of the contaminants are resolved.

Miscellaneous

- Given the nature of the business conducted by the Lead Public Agency and Participating Public Agency, during times of high product demand and/or product shortages, all vendors must place the Lead Public Agency and Participating Public Agency in priority status whereby orders placed by Lead Public Agency and Participating Public Agency are filled before non-priority orders.
- Service Providers must supply bids and subsequent invoices in the units as presented in the ITB, i.e. if Lead Public Agency and Participating Public Agency estimate quantity in gallons, then bids and invoices must be in gallons.

Chemical Specifications

Activated Carbon

Requirement: **200 tons**, (estimated quantity), Lignite or wood base (bulk)

Moisture: The moisture content of the carbon shall not exceed 8% by weight at the time of packing.

Suspendibility: The powdered material shall be of such fineness and weight that particles will remain in suspension for the longest possible time.

Fineness: The powdered material shall be of such fineness that not less than 99% will pass a No. 100 sieve, not less than 95% shall pass a No. 200 sieve, and not less than 90% shall pass a No. 325 sieve as tested by the wet screen test.

Activity: The bidder shall state in their bid the activity of the product on the basis of its ability to remove phenol form water by absorption, namely, the phenol value as well as the activity of the material as measured directly by the threshold odor or odor concentration test. Phenol values being equal, preference will be given to the material showing the greatest ability to remove odors. Shipment shall be subjected to inspection before acceptance and shall be rejected if a lot sample has a phenol value or odor removal ability of less than seventy-five percent (75%) of the values set forth in the bidder's proposal. The bidder shall also state in his bid the average iodine number, which is indicative of the surface area of the product in square meters per gram of material. The minimum iodine number should be not less than 800 mg/g. Molasses numbers should also be noted on the product specifications included with the bid.

The activated carbon will be of a type and quality suitable for use in water supplies, with the property of completely removing objectionable tastes and odors, caused by organic or inorganic taste-producing compounds encountered in either raw or treated water supplies. Such material will be designated as water purification grade of activated carbon and will be supplied in powdered form. The material shall conform to AWWA Specification B600-05. Product must be certified for use in potable water by the National Sanitation Foundation (NSF).

_____ The material shall be packed for bulk delivery at two (2) plants, Lee Dukes Water Treatment Plant and Franklin Water Treatment Plant.

_____ Delivery: This material is to be shipped in truckload lots as ordered by the Lead Public Agency and Participating Public Agency during the life of the contract. Hose used for transfer must be dedicated to carbon deliveries and securely capped during transportation. Worn or damage hoses will not be accepted for use during transfer. A minimum of 20' hose must be provided with delivery.

Any tractor, trailer, equipment or personnel that are determined by the Lead Public Agency and Participating Public Agency to be unsafe or untrained, the shipment will be returned to supplier at no cost to Lead Public Agency and Participating Public Agency. All dust and spilled material caused by supplier must be collected by supplier and removed from site for disposal, washing spilled material with water will not be allowed. The Lead Public Agency and Participating Public Agency reserve the right to have spilled material removed by contracted spill response and full cost of cleanup will be provided by supplier.

_____ Sample: A representative standard sample of approximately one pound must be mailed to the Lead Public Agency **10 calendar days** prior to the bid date. Due to the variety of activated carbons available for water treatment, the Lead Public Agency and Participating Public Agency may choose the test procedures and subject the submitted carbon samples to laboratory tests in order to determine the most cost effective material. The contract shall be awarded based on a calculated efficiency/cost multiplier that will be determined via bench testing of the submitted samples. Vendor's who fail to submit sample(s) 10 calendar days prior to the bid end date shall be disqualified and their bids set aside.

Date Sample was mailed to: CMUD, 5200 Brookshire Blvd., Attn: Rusty Campbell, Charlotte, NC 28216 _____

_____ **minum Sulfate (Liquid Alum)**

_____ Requirement: **2,940 gallons** (estimated quantity) dry basis. Product must be certified for use in potable water by the National Sanitation Foundation (NSF).

_____ The liquid alum shall be shipped in approximately 4,000 gallon lots in specially equipped tank trucks, which are unloaded by a two-inch rubber hose equipped with a 2-inch quick couple connection by means of a pump (dedicated to alum use) or a compressor which is mounted on the delivery truck. Hose used for transfer must be dedicated to aluminum sulfate deliveries and securely capped during transportation. Worn or damage hoses will not be accepted for use during transfer. A minimum of 20 foot hose must be provided with delivery.

_____ Content of Alumina: The liquid alum shall contain between 8.20-8.30% Al_2O_3 .

_____ The content of alumina shall be determined at the time of delivery by a hydrometer allowing for a temperature correction of 60 degrees F.

_____ The material shall fully meet the AWWA Standard B403-03.

_____ The liquid aluminum sulfate shall contain less than 0.2% of water insoluble matter.

_____ **Hydrated Lime (Chemical Bulk)**

_____ Requirement: **2,800 tons** (estimated quantity)

_____ The material shall be shipped in 18 to 20 ton lots in specially equipped tank trucks which are fitted for pneumatic delivery of the material into the storage bins at the Franklin Plant, 5200 Brookshire Boulevard, Charlotte, NC, Lee Dukes Water Treatment, 7980 Babe Stillwell Farm Road, Huntersville, NC., and Vest Treatment Plant, 820 Beatties Ford Road, Charlotte, NC.

_____ The material shall yield a minimum of 93.0 percent available calcium hydroxide and 70.4 percent available calcium oxide plus or minus 1.5%.

_____ The material shall contain no more than one-half of one percent (0.5%) insoluble siliceous residue and not more than one percent (1%) combined iron and aluminum oxides (R_2O_3) and not more than one percent (1%) magnesium oxide (MgO).

_____ The materials shall be of suitable grade for use in dry feeding machines. It shall be of such fineness that at least 98% shall pass a woven sieve having 200 meshes per linear inch and at least 90% shall pass a woven sieve having 325 meshes per linear inch.

_____ **The Lead Public Agency and Participating Public Agency reserve the right to analyze each lot of the material upon arrival at destination, and reject it for failure to meet any one or more of the above specification. Drivers are responsible for collecting and sealing samples of chemicals from the tankers (top and bottom) for laboratory analysis.**

_____ Hose used for transfer must be dedicated to lime deliveries and securely capped during transportation. Worn or damaged hoses will not be accepted for use during transfer. A minimum of 20' hose must be provided with delivery.

_____ Any tractor, trailer, equipment or personnel that are determined by Lead Public Agency and Participating Public Agency to be unsafe or untrained, the shipment will be returned to supplier at no cost to Lead Public Agency and Participating Public Agency. All dust and spilled material must be collected by supplier and removed from site for disposal, washing spilled material with water will not be allowed. Lead Public Agency and Participating Public Agency reserve the right to have spilled material removed by contracted spill response and full cost of cleanup will be provided by supplier.

_____ **Sodium Hypochlorite**

_____ Requirement: **700,000 gallons** (estimated quantity)

_____ Sodium hypochlorite solution shall be a clear liquid containing not more than 0.15 percent insoluble matter by weight.

_____ Sodium hypochlorite shall contain not less than 160-g/L available chlorine, (16 trade percent).

_____ Impurities: The hypochlorite supplied under this standard shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious or injurious effects on the health of those consuming water that has been treated properly with the hypochlorite.

_____ Marking: Hypochlorites are oxidizing materials generally used by water, utilities as a disinfectant. Hypochlorites used for disinfection shall be registered, labeled, and marked as prescribed by the U.S. Federal, Insecticide, Fungicide and Rodenticide Act (FIFRA). Labels should serve as a warning that the material is a strong oxidizing agent and that at contact with heat, acids, organic or combustible materials may cause fire. Shipments shall also bear warning labels as specified by United States Department of Transportation (USDOT) regulations. Each package shall bear a legible statement identifying the active ingredient and content, the net weight of the contents, the name of the manufacturer or distributor, the lot number, and brand name, if any, and other markings as required by applicable laws and regulations. Each package must bear a United States Environmental Protection Agency (USEPA) registration number as well as the USEPA establishment number indicating where the product was manufactured or last repackaged. For calcium hypochlorite tablets, each label shall also show either the weight of each tablet or the number of tablets per unit weight. At the option of the manufacturer, each package may bear the statement: "Guaranteed by (name of manufacturer) to meet the requirements of B300-99, AWWA Standard for Hypochlorite, for (type of hypochlorite contained in the package)".

_____ Delivery: The vendor will be responsible to ensure the carrier has the equipment to off-load the product. Lead Public Agency and Participating Public Agency will not be responsible for having the equipment to unload the product. Deliveries may be made to any of the five wastewater treatment facilities, the three water treatment facilities, or to other sites as requested by Lead Public Agency and Participating Public Agency officials. Orders may be for bulk, carboys, or totes. Vendor should be prepared to supply product in packaging requested by Lead Public Agency and Participating Public Agency officials.

_____ **Sodium Bisulfite**

_____ Requirement: **185,000 gallons** (estimated quantity)

_____ Physical Requirements: The sodium bisulfite shall be water white to light yellow in appearance with a pH of 3.5 – 5.0 at 15.6° (60° F).

_____ The sodium bisulfite solution shall not contain less than 38-40% available NaHSO₃ (sodium bi-sulfite) by weight with a specific gravity (water=1) of 1.31-1.33 at 15.6° C (60° F).

_____ Impurities: The sodium bisulfite supplied in accordance with this standard 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 bisulfite.

Marking: It is required that each shipment of material shall carry with it some means of identifications. Each package shall bear a legible marking giving the name of the manufacturer, the brand name, if any, and other markings as required by applicable laws and regulations.

Delivery: The successful Bidder will be responsible to ensure the carrier has the equipment to off-load the product. The Lead Public Agency and Participating Public Agency will not be responsible for having the equipment to unload the product. Deliveries may be made to any of the five (5) wastewater treatment facilities, the three (3) water treatment facilities, or to other sites within the distribution system as requested by the Lead Public Agency and Participating Public Agency officials. Orders may be for bulk, carboys, or totes. Occasional (1-2 times/year) partial orders, (~750 gallons), may be required for delivery at the Lee Dukes facility. The successful Bidder should be prepared to supply product in packaging requested by the Lead Public Agency and Participating Public Agency officials.

Calcium Thiosulfate, 24-30% CaS2O3 in water

Requirement: **1,100 gallons** (Estimated Quantity)

Specifications:

An affidavit of compliance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects, is required.

Sodium Hydroxide (Caustic Soda 25%) ANDI/AWWA B501-93 (18-25%)

Requirement: **835,000 gallons** (Estimated Quantity)

Physical Requirements: Sodium hydroxide is a compound that is commonly produced in the electrolytic manufacture of chlorine. In the anhydrous form, it is a white to slightly off-white opaque or translucent solid that rapidly absorbs moisture from the atmosphere. Liquid sodium hydroxide is a solution of anhydrous sodium hydroxide and water.

Chemical Specifications: Anhydrous sodium hydroxide. Anhydrous sodium hydroxide supplied under this standard shall contain a minimum of 74.4 percent total alkali as Na₂O, 96.0 percent sodium hydroxide as NaOH, and not more than 2 percent carbonate as Na₂CO₃. Liquid sodium hydroxide supplied under this standard shall contain approximately 25 percent sodium hydroxide (NaOH). Specific gravity of 1.28 and a pH of 14.0.

Impurities: The sodium hydroxide supplied according to this standard 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 properly with the sodium hydroxide.

Marking: Each shipment shall carry with it some means of material identification. Each unit package shall have legibly marked the net weight of the contents, the name of the manufacturer, the brand name, if any, and other markings as required by applicable laws and regulations. When shipped in bulk, this information shall be provided according to applicable regulations.

Optional: At the option of the manufacturer, packages may also bear the statement; "This material meets the requirements of AWWA BN501-93, Standard for Sodium Hydroxide", provided the requirements of this standard are met and the material is not of a different quality as defined in a separate agreement between the supplier and Lead Public Agency and Participating Public Agency.

Chlorine Gas

Requirement: **670 tons and 330 150lb.-cylinders** (Estimated quantity). Product must be certified for use in potable water by the National Sanitation Foundation (NSF) and comply with AWWA Standard B301-04.

Chemical Specifications: Material shall be pure chlorine gas entirely free of foreign substances for use in the sterilization of the Lead Public Agency and Participating Public Agency water supply. The chlorine shall be shipped in clean, undamaged, well-painted cylinders, each of one-ton capacity.

Container must be date stamped showing they have been static tested within the past five (5) years. Container tare weights must be clearly stamped on the tanks and safety bonnets in place at time of delivery. The container valve must not exceed 50 ft/lbs of torque. If valve fails to open at 50 ft/lbs of torque the vendor will be responsible for removing the container. Chlorine containers must be accompanied with a certificate of analysis upon delivery that matches the lot being delivered. The successful Bidder is required to respond to leaks within two (2) hours of notification. The Lead Public Agency and Participating Public Agency staff will only attempt to adjust the packing nut if that is where the leak is occurring. If unsuccessful the Lead Public Agency and Participating Public Agency will not be liable for any costs incurred due to a leaking cylinder.

A minimum of 24 full containers will be maintained in inventory at all times at Franklin Water Treatment Plant, 12 full containers will be maintained at Vest Water Treatment Plant, and 12 full containers will be maintained at Lee Dukes Water Treatment Plant.

Container valves must be rebuilt after each use and records must be provided to the Lead Public Agency and Participating Public Agency upon request.

Miscellaneous: The successful Bidder must visit each site prior to first shipment and review facilities SOP for deliveries.

Any tractor, trailer, equipment or personnel that are determined by the Lead Public Agency and Participating Public Agency to be unsafe or untrained, the shipment will be returned to supplier at no cost to the Lead Public Agency and Participating Public Agency.

The successful Bidder must provide chlorine safety related training annually on subjects approved and scheduled by the Lead Public Agency and Participating Public Agency. The training hours will be a minimum of 16 hours each year at the Lead Public Agency and Participating Public Agency facilities.

The successful Bidder must agree to supply and maintain a B-Kit located at the main facility, (Franklin Water Treatment Plant), for use during emergencies by emergency response personnel.

All cost for emergency responses, damages to the Lead Public Agency and Participating Public Agency equipment and facilities due to failure of equipment provided will be at the full cost of the supplier.

_____ **Fluorosilicic Acid ANSI/AWWA B703-08** Product must be certified for use in potable water by the National Sanitation Foundation (NSF).

_____ Requirement: **800 tons and 3,500 gallons** (estimated quantity)

_____ Physical Requirements: The fluorosilicic acid supplied under this standard shall be clean and free of visible suspended matter. The fluorosilicic acid supplied under this standard shall be water white to straw yellow. Straw yellow shall be determined as material with a maximum of 100 units in accordance with method 2120B, visual comparison method.

_____ Chemical Specifications: The fluorosilicic acid shall contain between 23-30% fluorosilicic acid by weight unless specified otherwise by the Lead Public Agency and Participating Public Agency.

_____ Impurities-General: The fluorosilicic acid supplied under this standard shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects on health of those consuming water that has been properly treated with fluorosilicic acid.

Hydrofluoric acid content: The fluorosilicic acid supplied under this standard shall contain a maximum of 1% hydrofluoric acid.

_____ Marking: Accompanying the bill of lading for each truck shipment shall be clear identification of the material and warning of potential danger in handling. Marked legibly, the name of the acid, the net weight or volume of the contents, the percent strength of the acid, the name and address of the supplier and/or manufacturer, the lot number, and the brand name if any, and shall bear such other markings as are required by applicable laws. The warning label should include suggestions for immediately rinsing away all acid coming in contact with the skin and the thorough dilution of any accidental spills, including neutralization of the acid with lime.

_____ Packing and Shipping: Fluorosilicic acid shall be shipped in approximately 4,000 to 5,000 gallon lots in specially equipped tank trucks which are unloaded by a 2"-3" rubber hose equipped with a 2" quick couple connection by means of a pump, (a pump will not be accepted unless the tank is only used for fluorosilicic acid), or a compressor which is mounted on the delivery truck. Hose used for transfer

must be dedicated to fluorosilicic deliveries and securely capped during transportation. Worn or damaged hoses will not be accepted for use during transfer.

Special Conditions: For Vest Water Treatment Plant, 820 Beatties Ford Road, Charlotte, NC, packing and shipping: Fluorosilicic acids shall be shipped in 4,000 to 4,500 gallon lots in specially equipped tank trucks which are unloaded by a 2"-3" rubber hose equipped with a 2" quick couple connection by means of a pump or compressor which is mounted on the delivery truck. Shipments must be shipped and received within three (3) business days after ordered.

Liquid Linear Phosphate

Requirements: **4,600 gallons** (estimated quantity)

Packaged in 55 gal drums and 250 gal totes depending on the facility.

Chemical Specifications: Product must be certified for use in potable water by the National Sanitation Foundation (NSF), approved for use in potable water supplies by the US Environmental Protection Agency, and comply with the USDA Guide Requirements for use in a public water supply. Appropriate certification letters must accompany the bid. Product must be non-toxic to humans by meeting the RMCL's (Recommended Maximum Contaminant Level) as listed in the water chemical code. Must also have a pH range between five (5) and seven (7) (6.8 as a 1% solution) and not have injurious effect on water department personnel or end user. Materials Safety Data Sheets must accompany the bid.

Product must sequester iron and manganese over a temperature range from 5 to 100 C and have a shelf life in excess of two (2) years.

Product must function as a corrosion inhibitor without the presence of zinc.

Product must not increase bacteria colony counts in the distribution system. Product must also not increase system chlorine demand on maintenance dosage.

Bidder must obtain finished water samples from the treatment plant and submit a water quality analysis with the bid. The Bidder must collect samples and analysis will include pH, hardness, iron, manganese, orthophosphate and total phosphate.

The successful bidder must provide water quality analysis to monitor and verify the performance of the product. These tests must be done on a quarterly basis.

Product and supplier must have a successful history of use in municipalities of a similar size for a period of at least five (5) years. Three (3) references must accompany the bid for verification of product performance, delivery and technical support, as Exhibit F.

Form:	Liquid
Weight:	Minimum 11.4 lbs. per gallon
Shelf Life:	In excess of 2 years

Phosphate Content (as PO4):	36%
Polyphosphate Content (as PO4):	27%
Orthophosphate Content (asPO4):	9%

Acetic Acid

Requirement: **280,000 gallons** (estimated quantity)

Chemical Specifications: Product must be of technical grade and must be clear and colorless to practically colorless liquid. Assay range must be between 19% and 35%. Color (APHA) must not exceed 30. Iron must not exceed 0.001%.

Chemical Requirements: 29% Acetic Acid technical.

Calcium Hydroxide Slurry (Lime Slurry)

Requirements: **328,500 gallons** (estimated quantity). Delivered concentration of 30%.

Chemical Specifications: All shipments shall meet Standard ANSI/NSF 60 classification. Mechanical particle/slurry integration producing micro articulation by means of high intensity rotary fusion. Mean particle size must not exceed 22 microns and maximum particle size not to exceed 96 microns. It should contain no metals, mercury or cyanide. Specific gravity 1.17-1.19 and pH of saturated solution at 25 degree Celsius. Slurry will not settle and leave sediment in bottom of tank if mixer is off 24 hours. Has ability to remix with tank mixer without damage to mixer. Chemical vendor selected will be responsible for making up the product according to plant specifications.

Shipping: All shipments shall be approximately 4,000-5,000 gallons bulk tanker loads. Tankers shall be equipped with the Cal-Clean system for no spillage in off-loading.

Ferric Chloride

Requirements: **800,000 gallons**

Chemical Specifications: Concentration 34.4% Fe/FeCl₂ by weight, density 10.5 – 12.3 lbs/gal, 30% solution, specific gravity range of 1.26 – 1.48. Product shall not contain concentrations of any metals including but not limited to mercury, zinc, copper, or cyanide. Product shall not contain any other impurity that may cause a failure to meet NPDES permit requirements or 503 biosolids regulations. Furthermore, the product shall meet the standards set forth in AWWA Standard B407-05.

Shipping Instructions: All deliveries must provide a 24-hour notice and deliveries must be made as near to 8:00 AM as possible with no deliveries after 1:00 PM. All tankers must have rear off-load capabilities (no side off-load) and all tankers must have self-contained air pressure to blow off chemicals. No pumping of chemicals and no use of plant supplied air will be permitted. Vendors will fax a photo with the name(s) of the driver(s) making deliveries prior to delivery. We

are to be notified before the truck leaves the terminal with the name of the driver in order to match the driver to the photo with his/her ID when he/she arrives. All security items mentioned in shipping instructions under section 7 must be met.

Magnesium Hydroxide

Requirements: **632,000 gallons**

Chemical Specifications: Product shall be greater than or equal to 98.6% purity. Concentration will be 61% dry solids. Specific gravity of 1.56, density shall be 12.8-13 lbs/gal; 7.7-8.1 lbs MgOH₂/gal, viscosity shall be typically 200 CPS with a maximum of 600 CPS, median particle size will be 3 microns, percent passing 325 mesh shall be 99.8%. Product shall not contain concentrations of any metals including but not limited to mercury, zinc, copper, or cyanide. Product shall not contain any other impurity that may cause a failure to meet NPDES permit requirements or 503 Bio-solids regulations.

Shipping Instructions: All deliveries must provide a 24 hour notice and deliveries must be made as near to 8:00 AM as possible with no deliveries after 1:00 PM. All tankers must have rear off-load capabilities (no side off-load) and all tankers must have self-contained air pressure to blow off chemicals. No pumping of chemicals and no use of plant supplied air will be permitted. Vendors will fax a photo with the name(s) of the driver(s) making deliveries prior to delivery. We are to be notified before the truck leaves the terminal with the name of the driver in order to match the driver to the photo with his/her ID when he/she arrives. All security items mentioned in shipping instructions under Section 7 must be met.

Methanol

Requirements: **20,000 gallons**

Chemical Specifications: CAS# 67-56-1 99.85% minimum, liquid colorless, alcoholic odor.

*Product shall not contain quantities or concentrations of any metals, including, but not limited to , mercury, zinc, copper or cyanide, or any other impurity that would cause the Wastewater Treatment facility to fail to meet NPDES permit requirements or 503 Bio-solids regulations.

5.15.3 Shipping Instructions:

All trucking companies that deliver chemicals to Wastewater Treatment facility must provide all equipment (hoses, fittings and tools) to off load and adapt to plant chemical load out area piping.

* Prior to delivery, must provide documentation that delivery drivers have been trained in handling methanol.

Dechlorination Tablets (Ascorbic Acid based or 35 & 92% sodium sulfite based).

Requirements: Approximately **1,200 lbs** packaged in 48 lb buckets.

City of Burlington (BTN)

Performance Specifications: The product will be used in a highly regulated process. We appreciate but do not necessarily require prompt delivery; however, we do expect consistent delivery. **The Service Provider must provide prior notification if inconsistencies in delivery times are expected for any reason.** Drivers and/or all delivery personnel must demonstrate safe work practices appropriate to the product they are delivering and are expected to provide their own personal protective equipment (PPE). All delivery personnel shall be trained about the specific properties and hazards of the product and utilize appropriate (PPE) while at the Lead Public Agency and Participating Public Agency facilities.

Sample: A certified analysis of content of a typical (recent) production lot must be mailed to the City of Burlington **10 calendar days** prior to the bid date. Due to the variety of chemicals available for water / wastewater treatment, the Lead Public Agency and Participating Public Agency may choose the test procedures and subject the submitted samples to laboratory tests in order to determine the most cost effective material. The contract shall be awarded based on a calculated efficiency/cost multiplier that will be determined via bench testing of the submitted samples. Vendor's who fail to submit sample(s) 10 calendar days prior to the bid end date shall be disqualified and their bids set aside.

Date Sample was mailed to: City of Burlington, 244 W. Davis Street, ATTN: Hal Hayes, Burlington, NC 27216 _____

Invoices: The invoices shall be submitted in triplicate, reference the receiving location and be mailed to:

Purchasing Division
City of Burlington
PO Box 1358
Burlington, NC 27216

Shipping Instructions: In addition to shipping and receiving measures outlined herein, all shipments are required to adhere to the following security measures at all receiving facilities.

- Delivery tickets shall show the actual number of drums, gallons, tons and/or cylinders delivered, weight tickets for the truck tare weight and fully loaded weight, the dry weight of the chemical delivered, and the percent of the active ingredients (lot analysis) of the delivered product.
- A unique identifying shipment number shall appear on the delivery ticket and the invoice.
- All shipments shall conform to US Department of Transportation (USDOT) regulations for marking and handling.

Delivery will be as needed on a specified date to be received between 8:00 AM and 2:00 PM, Monday through Friday, excluding holidays.

Chemicals are to be shipped F.O.B. to either or all of the following storage facilities.

- Ed Thomas Water Treatment Plant
149 E. Ruffin Street
Burlington, NC 27215
Hank Trent, Chief Operator (336) 222-5132
- J.D. Mackintosh, Jr. Water Treatment Plant
3400 Harris Road
Burlington, NC 27215
Tom Murr, Chief Operator (336) 584-1393
- East Burlington Wastewater Treatment Plant
225 Quarry Road
Burlington, NC 27217
Clarence Sell, Chief Operator (336) 578-0515
- South Burlington Wastewater Treatment Plant
2471 Boy Wood Road
Graham, NC 27253
Jay Sykes, Chief Operator (336) 227-6261

Liquid Aluminum Sulfate (Alum)

Liquid alum is used for the coagulation of suspended and colloidal solids at both water and wastewater treatment facilities, and chemical removal of phosphorus at the wastewater treatment facilities.

Requirements: Approximately 950 tons dry weight based on 17% aluminum oxide (Al_2O_3) content. Product shall be delivered in bulk (tanker) with a minimum of 4000 gallons per delivery.

Chemical Specifications: The product must meet the specifications of the water purification division of the American Water Works Association for potable water (ANSI/AWWA B403-98). The successful Service Provider shall include a statement of compliance stating conformance to the above referenced AWWA standard. The product shall 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. Liquid alum shall be acidic in manufacturing and shall be free of insolubles that might interfere with liquid feed equipment. Water insoluble matter shall not exceed 0.2%. The liquid solution shall be not less than 8 to 8.3 % aluminum oxide content to avoid crystallization in transit and storage. The manufacturer shall supply information (table or graph) showing the relationship between percentage aluminum as Al or Al_2O_3 of product and specific gravity.

Potassium Permanganate ($KMnO_4$)

Potassium permanganate is used for the oxidation of taste and odor causing compounds at both water treatment facilities, and odor causing compounds at both wastewater treatment facilities.

Requirements: Approximately **3 tons** dry weight. The KMnO_4 content of the free flowing grade shall not be less than 97% by weight. Density shall be between 90 and 100 pounds per cubic foot. Product shall be delivered in 55-pound plastic pails.

Chemical Specifications: The product must meet the specifications of the water purification division of the AWWA for potable water (ANSI/AWWA B603-98). The successful Service Provider shall include a statement of compliance stating conformance to the above referenced AWWA standard. The product shall 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. Potassium permanganate shall be in granular form and be of "Free Flowing Grade" suitable for either solid or solution feed. Water insoluble matter shall not exceed 0.2%. The Lead Public Agency and Participating Public Agency require product to be of domestic origin (manufactured in the USA) and stipulate that domestic technical support must be available to the Lead Public Agency and Participating Public Agency at no charge for a minimum of 12 hours during the year. Technical service could include on-site jar testing, laboratory services, and safety or product seminars.

Hydrofluosilicic Acid (H_2SiF_6)

Hydrofluosilicic acid is used to augment the concentration of fluoride in the potable water. Addition of fluoride has been shown to decrease the incidence of dental caries by 20 to 40% in children who have consumed fluoridated water since birth. The Participating Public Agency adds fluoride at both water treatment facilities.

Requirements: Approximately **110 tons**. The hydrofluosilicic acid shall have a pH of approximately 1.2 and will weigh approximately 10.1 pounds per gallon. Product shall be delivered by bulk tanker with a minimum delivery of 30,000 pounds and a maximum of 45,000 pounds.

Chemical Specifications: The product must meet the specifications of the water purification division of the AWWA for potable water (ANSI/AWWA B703-00). The successful Service Provider shall include a statement of compliance stating conformance to the above referenced AWWA standard. The product shall 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. Hydrofluosilicic acid shall be a liquid solution containing between 20 and 30% H_2SiF_6 by weight, and less than 1% hydrofluoric acid. The acid supplied shall be free of visible suspended matter and insolubles shall be minimal, allowing use of various liquid-feeding devices and metering pumps. The manufacturer shall supply information (table or graph) showing the relationship between the actual fluoride content of the product and specific gravity to allow determination of the percentage of fluosilicic acid.

Powdered Activated Carbon (PAC) – Potable Water

Powdered activated carbon is used for the removal of taste and odor causing compounds and the removal of undesirable trace concentrations of organics in the water treatment process.

Requirements: Approximately **30 tons** dry weight.

Chemical Specifications: The product must meet the specifications of the water purification division of the AWWA for potable water (ANSI/AWWA B600-96). The successful Service Provider shall include a statement of compliance stating conformance to the above referenced AWWA standard. The product shall 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. Powdered activated carbon for water treatment shall be generated from a bituminous coal base. The manufacturer shall supply a product bulletin providing technical specifications for the product. The following specifications shall be the minimum acceptable requirements:

- Moisture content – not to exceed 5%;
- Apparent density – not less than 25 lbs/ft³ nor more than 50 lbs/ft³;
- Particle size distribution – not less than 99% shall pass a No. 100 sieve; not less than 95% shall pass a No. 200 sieve; and not less than 90% shall pass a No 325 sieve;
- Iodine number – not less than 500; and
- Surface area – not less than 500m²/g.

Delivery Requirements: Sites for the Participating Public Agency include:

- Ed Thomas Water Treatment Plant, 149 E. Ruffin St, Burlington
- J.D. Mackintosh, Jr. Water Treatment Plant, 3400 Harris Rd., Burlington

At the J.D. Mackintosh, Jr. Water Treatment Plant product shall be delivered in bulk (tanker) capable of pneumatic off-loading. This plant is the primary treatment facility. Under unusual circumstances it may be necessary to deliver to the Ed Thomas Water Treatment Plant. Delivery to this site shall be in 50-pound Kraft bags.

Liquid Sodium Hypochlorite (NaOCl)

Liquid sodium hypochlorite is used for the disinfection of potable water at the Ed Thomas Water Treatment Plant and for filter de-greasing at the South Burlington Wastewater Treatment Plant.

Requirements: Approximately **30,000 gallons** based on 16% available chlorine. The liquid solution shall be between 12 and 16% available chlorine.

Chemical Specifications: The product must meet the specifications of the water purification division of the AWWA for potable water (ANSI/AWWA B300-99). The successful Service Provider shall include a statement of compliance stating conformance to the above referenced AWWA standard. The product shall 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. Sodium hypochlorite solution should be a clear, light yellow liquid and shall not contain more than 0.15% insoluble matter by weight. Total free alkali (expressed as NaOH) shall not exceed 1.5% by weight. The manufacturer shall supply information (table or

graph) showing the relationship between percentage sodium hypochlorite and free available chlorine.

_____ Delivery Requirements: Delivery sites for the Participating Public Agency include:

- Ed Thomas Water Treatment Plant, 149 E. Ruffin St, Burlington
- South Burlington Wastewater Treatment Plant, 2471 Boy Wood Rd., Graham.

Product shall be delivered to the Ed Thomas WTP in bulk (tanker) with a minimum of 3,000 gallons and maximum of 4,000 gallons per delivery. Deliveries to the South Burlington WWTP shall be 1,000 gallons per delivery.

_____ **Sulfur Dioxide (SO₂)**

Sulfur dioxide gas is used for the neutralization of chlorine disinfectant residual at both the East Burlington Wastewater Treatment Plant and South Burlington Wastewater Treatment Plant.

_____ Requirements: Approximately **40 tons** shipped in one (1) ton cylinders. Due to risk management requirements, deliveries will be for quantities of one (1) ton only at each plant.

_____ Chemical Specifications: Bids shall indicate if a cylinder deposit will be required and the amount of deposit per cylinder. **Deposits will be paid on a one-time basis to cover the number of cylinders maintained on-site, and will not be paid for each cylinder change-out.**

_____ **Nitric Acid (HNO₃)**

Nitric acid is used as a cleaning agent for removal of scale from cooling jackets and other areas of the Zimpro process at the East Burlington Wastewater Treatment Plant.

_____ Requirements: Approximately **12 tons** shipped in 55-gallon stainless steel drums. The facility will have eight (8) drums on-site at any one time. Deliveries shall be within calendar 10 days from the date of order.

_____ Chemical Specifications: The concentration of nitric acid shall be 42% Baume. Bids shall indicate whether a container deposit is required and the amount of deposit per container if required. **Deposits will be paid one time to cover the number of containers maintained on-site, and will not be paid per container during change-out.**

_____ **Powdered Activated Carbon (PAC) - Wastewater**

Powdered activated carbon is used for the removal of undesirable organics and color compounds in the wastewater treatment process. Use of this product should enhance biological nitrification, and remove Chemical Oxygen Demand.

_____ Requirements: Approximately **80 tons** dry weight. Shipments will be by tanker truck carrying a minimum of 38,000 pounds. Product shall be delivered in bulk (tanker) capable of pneumatic off-loading within seven (7) days of receipt of the order. The product will be off-loaded into a silo that is 40 feet high.

Powdered activated carbon for wastewater treatment shall be generated from a lignite coal base. The proposed carbon must be on the list of carbons approved by Zimpro and considered acceptable for use in the PACT™ process and should meet all specifications outlined below:

- Bids shall provide a cost per pound on a dry weight basis. Bids shall include a certified analysis of content of a typical (recent) production lot, the name of the actual manufacturer, and a sample of carbon (approximately 2 pounds) from that lot.

The carbon must have the following attributes:

- Complete suspension in the process piping and mixed liquor aeration basin.
- Reasonable settling and compaction in the clarifiers and thickeners without the need for chemical settling aids or polymers.
- Reasonable particle stability after repeated processing in the wet air regeneration process.
- Normal operation of the wet air regeneration process without accelerated erosion or corrosion of process components, or causing other abnormal operation, maintenance, or safety problems.
- Ease of feeding and wetting with a water education feed system.

The manufacturer shall supply a product bulletin providing technical specifications for the product. This wastewater grade carbon shall be a high particle density carbon that is readily wettable in the treatment system, and will have a medium to high surface area. The following specifications shall be the minimum acceptable requirements:

- Moisture content – not to exceed 4% delivered
- Tamped density – not less than 25 lbs/ft³ nor more than 50 lbs/ft³
- Particle size distribution – not less than 90% shall pass a No. 100 sieve; and not less than 70% shall pass a No 325 sieve
- Iodine number – not less than 500
- Surface area – not less than 500m²/g.
- Ash content – not to exceed 35%
- Water solubles – not to exceed 5%
- Virgin carbon molasses R. E. – 70%
- Regenerated carbon molasses R.E. – 100%
- Regenerated recovery efficiency – 70%
- Minimum molasses R.E. – 40%
- Maximum tannin value - 500

Liquid Sodium Hydroxide (NaOH)

Liquid sodium hydroxide (caustic 50%) is used to adjust pH and alkalinity at both water and wastewater treatment facilities.

Requirements: Approximately **352 tons** dry weight based on 50% NaOH and **54,000 gallons**. The liquid solution shall be approximately 50 % sodium hydroxide content to avoid crystallization in transit and storage. Product shall be delivered in bulk (tanker) with a minimum of 4,000 gallons per delivery.

Chemical Specifications: The product must meet the specifications of the water purification division of the AWWA for potable water (ANSI/AWWA B501-98). The successful Service Provider shall include a statement of compliance stating conformance to the above referenced AWWA standard. The product shall 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. Liquid sodium hydroxide shall be free of insolubles that might interfere with liquid feed equipment. The manufacturer shall supply information (table or graph) showing the relationship between percentage sodium hydroxide of product and specific gravity.

Liquid Chlorine (gas)

Liquid chlorine is used for disinfection of both finished (potable) water and wastewater treatment facility effluent.

Requirements: Approximately **185 tons** shipped in one (1) ton cylinders.

Chemical Specifications: The product must meet the specifications of the water purification division of the AWWA for potable water (ANSI/AWWA B301-99). The successful Service Provider shall include a statement of compliance stating conformance to the above referenced AWWA standard. The product shall 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. Liquid chlorine shall be at least 99.5% pure elemental chlorine. Non-volatile residue shall not exceed 150 ppm (0.015%) by weight. The manufacturer shall supply product that is considered "dry" chlorine with moisture content of less than 0.015%. The sum of heavy metal content shall not exceed 30 ppm (0.003%) expressed as lead. Lead shall not exceed 10 ppm (0.001%); mercury shall not exceed 1 ppm (0.0001%); and arsenic shall not exceed 3 ppm (0.0003%). **Bids shall indicate whether a cylinder deposit is required and the amount of deposit per cylinder if required. Deposits will be paid one time to cover the number of cylinders maintained on-site, and will not be paid on each cylinder change-out.**

Hydrated Lime (Ca(OH)₂)

Hydrated lime is used for pH adjustment of biosolids prior to land application at both wastewater treatment facilities.

Requirements: Approximately **620 tons** dry weight. Product shall be delivered in bulk (tanker) capable of pneumatic off-loading. The product will be off-loaded into a silo that is 40 feet high.

Chemical Specifications: Bids shall include a certified analysis of content of a typical (recent) production lot. Calcium content of the lime shall be at least 98% total calcium as Ca (OH)₂ and at least 95% available calcium as Ca(OH)₂. Water insoluble matter shall not exceed 0.3%. Minimum values for screen analysis shall be 100% passing a 100-mesh sieve, 95% passing a 200-mesh sieve, and 93% passing a 325-mesh sieve.

Sodium Hexametaphosphate

Sodium Hexametaphosphate is used by both water treatment facilities for

corrosion control and for iron and manganese stabilization.

Requirements: Approximately **56 tons** dry weight.

Chemical Specifications: The product must meet the specifications of the water purification division of the AWWA for potable water (ANSI/AWWA B502-01). The successful Service Provider shall include a statement of compliance stating conformance to the above referenced AWWA standard. The product shall be certified as suitable for contact with or treatment of drinking water by accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals-Health Effects. **Bids shall include an Affidavit of Compliance or a Certificate of Analysis attesting that the product complies with all applicable requirements of the standard mentioned above.** The material shall be clean and uniform in composition. It shall be in free-flowing condition when packages or containers are opened. Product must be in Granular (fine) form as described in Section 4.1.1 (7) of the AWWA standard referenced above. The material shall be readily soluble at any temperature in the range of 50-100° F when mixed in a ratio of one part to four parts distilled water. The product shall not contain less than 65.0 percent phosphorous pentoxide (P₂O₅), 28.4 percent Phosphorus (P), or 87.0 percent phosphate (PO₄) on an as-is basis. The ph of a 1 percent by weight solution shall be in the range of 5.8 – 7.3. The product shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects to the health of persons consuming water that has been properly treated with the product. Water-insoluble matter in the material shall not exceed 0.1 percent by weight. If the product does not meet the requirements of this specification, then a notice of nonconformance shall be prepared by the Participating Public Agency and delivered to the supplier within five (5) business days after the receipt of the shipment. The results of the Participating Public Agency's test shall prevail, unless the supplier notifies the Participating Public Agency within five (5) business days after the receipt of the notice of nonconformance that a retest is desired. On receipt of the request for a retest, the Participating Public Agency will forward the supplier one sealed sample. If the results of the retest do not agree with the test results obtained by the Participating Public Agency, then the other sealed sample shall be forwarded, unopened, for analysis to a referee laboratory agreed on by both parties. The results of the referee analysis shall be accepted as final. The cost of the referee laboratory test shall be born by the supplier of the product.

Delivery Requirements: Product shall be on pallets in moisture-proof, multi-wall paper bags with a net weight of not more than 50 pounds of product. Each package shall be legibly marked with the net weight of the contents, the name of the manufacturer, the name of the material and the brand name, the manufacturing code, and any labels required by local, state and federal authorities. A certificate of analysis must accompany each delivery. **Optional** – Packages may also bear the statement, "This material meets the requirements of AWWA B502, Standard for Sodium Polyphosphate, Glassy," provided that the requirements of this document are met.

City of Jacksonville (JKV)

Invoices: The invoices shall be submitted in triplicate, reference the receiving location and be mailed to:

City of Jacksonville
Accounting Department
PO Box 128
Jacksonville, NC 28541

Shipping Instructions: In addition to shipping and receiving measures outlined herein, all shipments are required to adhere to the following security measures at all receiving facilities.

- Delivery tickets shall show the actual number of drums, gallons, pounds, tons and/or cylinders delivered, weight tickets for the truck tare weight and fully loaded weight, the dry weight of the chemical delivered, and the percent of the active ingredients (lot analysis) of the delivered product.
- A unique identifying shipment number shall appear on the delivery ticket and the invoice.
- All shipments shall conform to US Department of Transportation (USDOT) regulations for marking and handling.

Delivery will be as needed on a specified date to be received between 8:00 AM and 2:00 PM, Monday through Friday, excluding holidays.

Chemicals are to be shipped F.O.B. to either or all of the following storage facilities:

Hydrogen peroxide and Chlorine gas(150 lb. cylinders and 1-ton cylinders)

City of Jacksonville Land Treatment Site
716 Firetower Road
Jacksonville, NC 28541

All other chemicals:

City of Jacksonville Water Plant
177 New Frontier Way
Jacksonville, NC 28540

Sulfuric acid (93%)

Sulfuric acid is used for (potable) water treatment.

Requirements: Approximately **11,250 gallons** delivered in bulk.

Chemical Specifications: The product must meet the specifications of the water purification division of the AWWA for potable water (**ANSI/AWWA ?**). The successful Service Provider shall include a statement of compliance stating conformance to the above referenced AWWA standard. The product shall 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. Sulfuric acid shall be 93% by concentration. Chemical shall contain between 12 and 35 ppm Potassium

permanganate as a reducing substance, and 12 to 50 ppm iron. **Bids shall include an Affidavit of Compliance or a Certificate of Analysis attesting that the product complies with all applicable requirements of the standard mentioned above.** The material shall be clean and uniform in composition. If the product does not meet the requirements of this specification, then a notice of nonconformance shall be prepared by the Participating Public Agency and delivered to the supplier within five (5) business days after the receipt of the shipment. The results of the Participating Public Agency's test shall prevail, unless the supplier notifies the Participating Public Agency within five (5) business days after the receipt of the notice of nonconformance that a retest is desired. On receipt of the request for a retest, the Participating Public Agency will forward the supplier one sealed sample. If the results of the retest do not agree with the test results obtained by the Participating Public Agency, then the other sealed sample shall be forwarded, unopened, for analysis to a referee laboratory agreed on by both parties. The results of the referee analysis shall be accepted as final. The cost of the referee laboratory test shall be born by the supplier of the product.

Delivery Requirements: Product shall be delivered by bulk load as requested by the Participating Public Agency. A certificate of analysis must accompany each delivery.

Hydrogen peroxide (50%)

Hydrogen peroxide is used for odor control of both finished (potable) water and wastewater treatment facility effluent.

Requirements: Approximately **484,000 pounds** delivered by tanker load.

Chemical Specifications: The product must meet the specifications of the water purification division of the AWWA for potable water **(ANSI/AWWA ?)**. The successful Service Provider shall include a statement of compliance stating conformance to the above referenced AWWA standard. The product shall 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. Hydrogen peroxide shall be 50% by concentration. **Bids shall include an Affidavit of Compliance or a Certificate of Analysis attesting that the product complies with all applicable requirements of the standard mentioned above.** The material shall be clean and uniform in composition. If the product does not meet the requirements of this specification, then a notice of nonconformance shall be prepared by the Participating Public Agency and delivered to the supplier within five (5) business days after the receipt of the shipment. The results of the Participating Public Agency's test shall prevail, unless the supplier notifies the Participating Public Agency within five (5) business days after the receipt of the notice of nonconformance that a retest is desired. On receipt of the request for a retest, the Participating Public Agency will forward the supplier one sealed sample. If the results of the retest do not agree with the test results obtained by the Participating Public Agency, then the other sealed sample shall be forwarded, unopened, for analysis to a referee laboratory agreed on by both parties. The results of the referee analysis shall be accepted as final. The cost of the referee laboratory test shall be born by the supplier of the product.

_____ Delivery Requirements: Product shall be delivered by full tanker load as requested by the Participating Public Agency. A certificate of analysis must accompany each delivery.



miamidade.gov

PROCUREMENT MANAGEMENT

111 NW 1ST Street • Suite 1300
Miami, Florida 33128 - 1974
Telephone: 305-375-5289
Fax: (305) 375-4407 or (305) 372-6128

August 19, 2011

Joseph W. Richey, President
Kemira Water Solutions, Inc.
316 Bartow Municipal Airport
Bartow, FL 33830

Re: City of Charlotte/Mecklenburg County Contract No. 1000102, Ferric Chloride

Dear Mr. Richey:

Miami-Dade County (the "County") is accessing the above mentioned contract to procure ferric chloride for the Water and Sewer Department (WASD). Prior to issuing a purchase order to your firm, the County requires your firm's acceptance and completion of certain documentation (see attached) required by the Miami-Dade County Code.

1. Kemira Water Solutions, Inc. (the "Company") has submitted a price proposal dated August 17, 2011 to the County to provide ferric chloride at the rate of \$500 per dry ton, F.O.B. destination. The price proposed by the shall remain fixed for the term of the Contract. The total costs for all goods and services as proposed shall not exceed \$500,000.00 in the aggregate.
2. All references in the contract with the City of Charlotte/Mecklenburg County shall mean Miami-Dade County.
3. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Company in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Company, upon approval by the Board of County Commissioners.
4. The County reserves the right to cancel this contract at any time and the Contractor will be paid for the goods and services provided up to the cancellation date.
5. The Company shall provide all the necessary equipment, including hoses, meters, and pumps to accomplish delivery and unloading into WASD's tanks. Each delivery must be accompanied with a Material Compliance Certificate of Analysis and Weight Certificate.
6. The Company shall furnish certificates of insurance that indicate that insurance coverage has been obtained to meet the requirements in Attachment A.
7. The Company shall acknowledge and accept the County's User Access Program and the Inspector General requirements stipulated in Attachment A.
8. The Company shall complete the attached affidavits (Appendix 1) and submit one original signed copy.

Delivering Excellence Every Day

If you have any questions, please contact me at (305) 375-1079. Please acknowledge your acceptance of the requirements by completing and signing the following page, returning **four** originals to my attention.

Sincerely,

Amado Gonzalez, CPPB
Procurement Contracting Officer 2

Attachments

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Corporate Seal/Notary Seal

Attachment A

A. INDEMNIFICATION AND INSURANCE - GENERAL SERVICE AND MAINTENANCE CONTRACT

The Company shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Company or its employees, agents, servants, partners principals or subcontractors. Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

In addition to any specific State or Federal insurance requirements, the Company shall furnish to the Vendor Assistance Section, Department of Procurement Management, Bids and Contracts Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis, including XCU, Completed Operations and Pollution Liability coverage in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

Attachment A

NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2, Paragraph 2.5 of the solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1, Paragraph 1.22 of the solicitation.

B. COUNTY USER ACCESS PROGRAM (UAP)

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Attachment A

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approve entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

C. OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.



APPENDIX 1

**AFFIDAVITS
INFORMAL BID**



Miami-Dade County
 Department of Procurement Management
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

Printed Name of Affiant _____ Printed Title of Affiant _____ Signature of Affiant _____

Name of Firm _____ Date _____

Address of Firm _____ State _____ Zip Code _____

Notary Public Information

Notary Public -- State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____

by _____ He or she is personally known to me or has produced identification

Type of identification produced _____

Signature of Notary Public _____ Serial Number _____

Print or Stamp of Notary Public _____ Expiration Date _____ Notary Public Seal _____

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.
 This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	(Principal Owner) Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature _____

Print Name _____
(Duplicate if additional space is needed)

Print Title _____

Date _____

FORM 100