

REQUEST FOR BIDS

City of Mebane

106 East Washington Street

Mebane, N. C. 27302



Bid Name / Number ODOR CONTROL CHEMICALS
Due Day / Date / Time Monday July 25, 2022 at 10:00 A.M.
Bid Location / Mail Address Mebane City Hall, 106 East Washington St., Mebane, N.C. 27302
Bid Contact Kyle Smith, Utilities Director, Tel. 919-563-3401 ksmith@cityofmebane.com
Bid Issue Date July 7, 2022
FOB Destination, Mebane, North Carolina
Payment Terms Net 30

Bidder is responsible for completing the remaining portion of this bid document

ITEM NO.	EST. QTY	DESCRIPTION	UNIT PRICE	TOTAL
1.	75,810 gallons	Odor Control Chemicals (nitrate-based)* contract as per attached specifications which are an integral part of this bid.	\$_____	\$_____

Product proposed: _____

***Vendor must submit detailed product specifications, lab results and references with bid submittal package.**

Bidder's Check List Place a check mark by all areas to signify compliance.

- Bid signed in ink by authorized company representative
- Addenda initialed and returned with bid, if applicable
- Submittal of detailed product specifications, lab results, and references
- Bid prices, extensions and total verified as correct
- Affidavit of Compliance with N.C. E-Verify Statutes

By signing this document, the undersigned hereby agrees to the prices and all other terms and conditions, including the attached *Bid/RFP General Terms & Conditions* and the City's *Requirements for Bids, Bidders Instructions, Specifications, Requests for Proposals, and Contracts Between the City of Mebane* and contained in this bid and associated documents relating to this bid and will furnish items as specified if this bid is accepted.

SUBMITTAL INSTRUCTIONS:

Place signed bid response in a sealed envelope plainly identified on the outside with the Bid Name and Number. Vendor responsible for delivery to Mebane City Hall on or before the bid opening date and time.

Firm Name _____

By _____

TYPED & SIGNED

Address _____

Date _____

Advertised in the Mebane Enterprise

Telephone _____ Fax _____ E-Mail _____

BID MUST BE SIGNED TO BE VALID

ODOR CONTROL CHEMICALS
BIDDER INSTRUCTIONS

PRODUCT APPROVAL

Any product that the City of Mebane has not previously used for odor control shall be subject to a product test, additional chemical analysis and approved for use at our Wastewater Treatment Plant **prior to bid award**.

CONTRACT PERIOD

This contract shall be for a 6-month period; however, the City shall have the right to extend the contract for another 42 months at the same terms and prices as the original bid. The City reserves the right to rebid after the first 6-month period.

PRODUCT QUALITY

If, during the contract period, a determination is made that the product is not sufficiently controlling odors, the Utilities Director reserves the right to discontinue usage and payment will be made for the quantity used with no obligation to make future purchases.

ESTIMATED QUANTITIES AND UNIT PRICES

This contract is based on an estimated quantity of 75,810 gallons of odor control chemicals. The City of Mebane reserves the right at any time to make changes in quantities as needed. Such changes in quantities shall not invalidate the contract and the successful bidder agrees to provide odor control chemicals at the unit price agreed to in the bid proposal. Non-utilization or partial utilization of a bid item shall not serve as a claim for any contract or unit price adjustment as payment will be paid at the unit price for the actual amount of odor control chemical delivered to the City of Mebane.

BID AWARD

PAST PERFORMANCE OF VENDOR WILL BE A CONSIDERATION IN THE BID AWARD ALONG WITH PRODUCT CHARACTERISTICS AND DOSAGES REQUIRED.

DELIVERY:

Bulk delivery will be on an as needed basis to approximately 10 pump stations in the Mebane Sewer Collection System. The vendor can plan on delivering up to 6,000 gallons at one time, but it will be delivered to the pump stations needing the chemical. The bid cost shall include all chemicals, delivery to the various stations, including filling existing chemical storage tanks, applicable taxes and all other items relates to the furnishing and delivery of the odor control chemicals. All vendors seeking payment must have an updated W-9 on file with the City of Mebane prior to payment being processed".

ODOR CONTROL CHEMICAL SPECIFICATIONS

PRODUCT DESCRIPTION

The Nitrate based odor control chemical offered shall utilize the inherent ability of the facultative bacteria normally present in wastewater to metabolize hydrogen sulfide and other odor-causing reduced sulfur containing compounds. The material shall provide nitrate-oxygen to the wastewater to support this biochemical mechanism. This nitrate-oxygen shall be applied via calcium nitrate $\text{Ca}(\text{NO}_3)_2$. The $\text{Ca}(\text{NO}_3)_2$ shall be chemically stable, allowing continuous removal of sulfide contributed by side streams downstream of the application point. As a result of the biochemical process, the $\text{Ca}(\text{NO}_3)_2$ shall provide the additional benefit of biochemical oxygen demand (BOD) reduction in the wastewater.

- A. Technical Requirements
 1. The material supplied shall be an aqueous Nitrate-based solution containing a minimum of 3.5 pounds of nitrate-oxygen per gallon.
 2. The material shall be capable of reducing the dissolved hydrogen sulfide concentration in wastewater to less than 0.1 mg/l.
 3. The material shall be free of any objectionable odor- producing compounds.
 4. The pH of the material shall not be less than 4.0 or greater than 8.0.
- B. Safety Requirements
 1. The material shall contain no hazardous substances as defined by both the federal EPA's and State CERCLA lists.
 2. The material shall be exempt from Federal DOT placard requirements.
- C. Recommended handling procedures for the material shall require protective gloves and safety glasses only. Any material recommending more sophisticated equipment (i.e., face shield, body suit, etc.) during routine handling shall not be considered.
- D. Testing and Equipment Requirements
 1. The successful bidder shall be responsible for odor/hydrogen sulfide testing and reporting to the City on a consistent basis at pump stations and any other problem areas within the City's collection system at no cost to the City.
 2. The successful bidder is responsible for odor control equipment and repairs to equipment at no cost to the City.

SUBMITTAL

- A. The supplier shall be required to submit a complete Safety packet to the Owner. This packet shall include a minimum:
 1. Information on hazards associated with the supply and use of the product and the appropriate safety precautions.
 2. Material Safety Data Sheet
 3. A list of systems where the Odor Control Chemical is being used.

CITY OF MEBANE, NORTH CAROLINA
BID/PROPOSAL
GENERAL TERMS AND CONDITIONS
(Read Carefully)

1. PREPARATION OF BIDS/RFP'S

Only bids submitted on forms furnished by the city will be considered. Bids on company letterhead or quotation sheets will be judged non-responsive. TELEPHONE OR FACSIMILE BIDS WILL NOT BE ACCEPTED. **Paper bids shall be sealed in an envelope.** No bid received after closing time shall be considered. The official time for paper bids will be that of the date and time clock in the City Hall. Late bids will not be accepted. SIGNATURE ON BIDS

Unsigned paper bids will not be considered, read or tabulated. They may not be signed during or after the bid opening, even if a representative is present.

2. PRICING

All pricing must appear in the spaces provided on the city's form and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. Unit prices will prevail in case of an extension error. The City will correct math computation errors (unit price & totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

3. BID/RFP OPENINGS

Bids/RFP's (paper & electronic) will be read aloud at the specified date and time as stated in the document. All openings are public meetings. All bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any bid/rfp opening under circumstances warranting such action. Due to the COVID-19 pandemic, social distance guidelines will be observed during the bid opening with the option to open bids via video conference.

4. EXAMINATION OF BIDS/RFP'S

Bids/RFP's and associated documents may be examined at the opening. They are closed for review and inspection during the evaluation period prior to award.

5. MULTIPLE ITEM BIDS

The City will determine the successful bidder(s) either on the basis of the individual line items or the total of all items. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the City's best interest.

6. BID/RFP EVALUATION

Bids/RFP's will be evaluated according to the criteria set forth in the document with the degree of importance determined by the City.

7. ACCEPTANCE, REJECTION AND POSTPONEMENT

Issuance of a bid/rfp does not commit the City to make an award. The City reserves the right to postpone or reject any or all bids/rfp's, to waive informalities and to accept the bid/rfp judged to be in the best interest of the City.

8. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best proposal meeting quality and performance standards as described in the solicitation documents and whose bid/rfp is determined to be in the best interest of the City.

9. AWARD PERIOD

The City shall have 30 days to issue a contract/purchase order. Any contract/purchase order past that period must be mutually agreed upon by both parties.

10. FOB POINT

All prices quoted shall be FOB delivered to the pump stations needing re-supply unless otherwise stated in the solicitation document. Risk of loss and/or damage shall be upon the Seller until such time as the goods have been physically delivered and accepted by the City.

11. TAXES

The supplier shall provide a certified sales tax statement should sales tax be applicable to the product being supplied. The cost bid shall include applicable sales tax if required by law.

12. ORAL INSTRUCTIONS

No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing to all known interested parties.

13. DELIVERY

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

14. SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA and any related standards thereto.

15. BRAND NAMES

By referencing a brand name or equal, the City intends to establish a minimum level of quality by which alternate offers can be judged. If an alternate is offered, the vendor must include complete descriptive literature and specifications that clearly describe the item and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

16. EQUAL OPPORTUNITY

It is the policy of the City of Mebane to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

17. SAMPLES

Samples will be furnished at no charge to the City. They will remain in the Utilities Department for testing and evaluation until an award is made. Vendors are responsible for picking up their samples within two (2) weeks after the award. Samples not collected after that time shall become the property of the City. Samples from the successful vendor will be held until delivery is received and accepted as being equal to the sample.

18. CONDITION STANDARDS

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

19. INSPECTION

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the City. Rejected materials will be returned at the vendor's expense.

20. PARTS AND SERVICE

The successful vendor must be able to provide adequate parts and service for all items awarded. Service location and ability to perform may be a consideration in the award.

21. WARRANTY

Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

22. LICENSES, FEES, PERMITS

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Mebane in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to public works contracts.

23. INSURANCE

The contractor shall maintain, at his expense, such insurance as will protect him from claims under Worker's Compensation Act and from claims of damages because of bodily injury, including death and damage to the property of others and claims for damages which may arise during operations under this contract whether such operations be by himself or by any subcontractor of anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract.

24. INDEMNIFICATION

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the City against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, city employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

25. DEFAULT

In case of contractor default or failure to provide material or service according to the solicitations, the City may cancel this contract and acquire from another source and may recover any excess cost by (1) invoice; (2) deduction from an unpaid balance due; (3) collection against the bid and/or performance bond; or (4) a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the contractor. The City reserves the right to remove a company in default from the active vendor list for a time period to be determined by the City.

26. NON-COLLUSION AGREEMENT

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Mebane has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Mebane has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

27. LIABILITY INSURANCE

The Supplier shall provide liability insurance as included on page 6. Provide certificates of insurance after award of contract.

LIABILITY INSURANCE REQUIREMENTS:

The successful bidder shall be responsible for obtaining and maintaining adequate liability insurance to completely and fully protect City of Mebane against all claims and actions arising out of any and all property damages or personal injury or death as shown in table below. The Contractor shall furnish proof of this liability insurance to be attached to the executed copies of the contract.

INSURANCE REQUIREMENTS

LIMITS OF LIABILITY IN THOUSANDS (000)

	EACH OCCURRENCE	AGGREGATE
<u>GENERAL LIABILITY</u> Bodily Injury & Property Damage Combined Single Limit	\$1,000	\$3,000
<u>AUTOMOBILE LIABILITY</u> Bodily Injury & Property Damage Combined Single Limit	\$1,000	
<u>OWNERS PROTECTIVE LIABILITY OR PROJECT SPECIFIC AGGREGATE</u> Bodily Injury & Property Damage Combined Single Limit	\$1,000	\$3,000
<u>EXCESS LIABILITY</u>	\$5,000	\$5,000

*This is a special additional policy written for this project alone which specifically indemnifies City of Mebane as the Owner of this project.

****NOTE****

CITY OF MEBANE MUST BE NAMED AS AN ADDITIONAL NAMED INSURED ON THE CONTRACTOR'S POLICY.

A Blanket Waiver of Subrogation shall apply in favor of City of Mebane and all additional insured's as required by contract for Workers Compensation and General Liability.

WORKERS COMPENSATION

Statutory limits, as required by law.
\$500,000 Employers Liability Limit

SPECIAL HAZARD

Blasting (as required)
Explosion & Collapse
Underground Hazard
Contractual
Broad Form Property Damage
Personal Injury
Products/Completed Operations

AFFIDAVIT of COMPLIANCE
with N.C. E-Verify Statutes

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of _____ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. _____ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes. Employer will verify the work authorization of new employees through E-Verify and shall retain the records of verification for a period of at least one year.

_____ Employer employs fewer than 25 employees and is therefore not subject to the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
5. Employer shall keep the City of Mebane informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the _____ day of _____, 20____

Affiant

STATE OF NORTH CAROLINA
COUNTY OF _____

Sworn to and subscribed before me, this the _____ day of _____, 20____

Notary Public

[SEAL]

My Commission Expires: _____