

ADVERTISEMENT

**City of Wilson
Wilson, North Carolina**

"WATER CHEMICALS"

Bid #2020-01

Sealed proposals endorsed "WATER CHEMICALS" to be furnished to the City of Wilson, Wilson, North Carolina, will be received by the City of Wilson Purchasing Manager, until 2:00 P.M., Friday, May 22, 2020.

IT IS THE BIDDERS RESPONSIBILITY TO INSURE THAT BID PACKAGES ARE DELIVERED TO THE PURCHASING OFFICE BY THE CUT-OFF TIME.

Bidders may hand deliver bid packages to the Purchasing Office, or if preferred, UPS and FedEx make daily deliveries to our office. If using any other delivery method, please allow ample time for delivery.

Specifications may be obtained from the office of the Purchasing Manager, Operations Center, Warehouse / Purchasing Department, 1800 Herring Ave., Wilson, North Carolina.

All qualified proposals / bids will be evaluated and award made to firm(s) whose proposal / bid is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the unqualified right to reject any and all offers if determined in its best interest.



Grant Goings, City Manager



Ricky Wilson, Purchasing Manager

Instructions to Bidders
(Equipment, Supplies, Etc.)

1. Bids shall be directed in a sealed envelope to the Purchasing Manager, City of Wilson, Operation Center, 1800 Herring Avenue, Wilson, North Carolina 27894. Bid proposals will consist of 1 unpriced proposal for technical review and 1 priced proposal for financial evaluation. The envelope shall be clearly marked "priced" and "unpriced" as applicable. *The envelope should be plainly marked with the bid number, date and time of bid opening and name of bid.* It shall be the responsibility of the bidder to ensure that his/her bid is received by the Purchasing Manager *by the time stated herein*. Late bids will not be considered.
2. Bids must be valid for a minimum of ninety (90) days from date of bid opening.
3. All equipment, materials or apparatus furnished under these specifications shall be new (unless otherwise specified) and free from all defects, and shall operate and function properly after delivery to the City. Each bidder shall submit with his/her proposal the manufacturer's specifications, illustrations and descriptive literature on the equipment, materials or apparatus not yet in production or out of production for more than thirty (30) days.
4. Do not submit alternates unless requested to do so. If alternate bids are requested, the envelope(s) must be clearly marked "primary bid" and "alternate bid".
5. Every part and accessory of a standard unit shall automatically be included and become a part of these minimum specifications.
6. References to brand or trade names are normally included to more accurately describe the requirements of the City of Wilson when it is impossible or impractical to specify the required performance and design characteristics for such materials. They are used only to set forth and convey to bidders the general style, type, character, and quality of product desired. Alternate materials, items, or equipment of equal or equivalent design shall be submitted to the City Engineer or other responsible party for approval or disapproval prior to the opening of the bids.
7. By signing the bid proposal, the Bidder proclaims that the proposal is made without any understanding, agreement or connection with any other person, firm or corporation offering a proposal for the same purpose and that his/her proposal is in all respects fair and without collusion or fraud.

8. All bids and proposals for furnishing equipment, materials or apparatus in accordance with the specifications prescribed by the City of Wilson will continue to be on file in the office of the Purchasing Manager at the Operation Center, 1800 Herring Ave., Wilson, North Carolina and are available for inspection during regular working hours.

9. **Bond Requirements:**

A. Bid Bond: REQUIREMENT WAIVED

NORTH CAROLINA STATE LAW (G.S. 143-129) REQUIRES THAT ALL BIDS BE ACCOMPANIED BY A BID DEPOSIT.
(Please note carefully)

No proposal shall be considered or accepted unless at the time of its filing the same shall be accompanied by a deposit in cash, cashier's check or certified check on same bank or trust company insured by the Federal Deposit Insurance Corporation in an amount of **not less than five percent (5%)** of the proposal. In lieu of making a cash deposit, bidders may file a bid bond duly executed by a cooperate surety licensed under the laws of North Carolina to execute such bonds.

This deposit may be retained by the City of Wilson if the successful bidder fails to execute the bid obligation or fails to give satisfactory surety as required herein.

Money orders, uncertified checks, etc., are not acceptable as bid deposits.

Unsigned bids and bids with incorrect bid deposits cannot be considered.

Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.

B. Performance Bond: REQUIREMENT WAIVED

Once the contract has been awarded, the successful bidder must furnish a Performance Bond. The performance bond must be in full amount (100%) of the contract and guarantee the faithful performance of the contract in the form prescribed by the City.

The bond shall be executed by a surety company **authorized to do business in North Carolina**. In lieu of the bond, cash, government securities or a certified check in the full amount of the contract (100%) may be deposited. Such deposit shall be filed within 30 days from date of awarding contract.

It shall be the responsibility of the bidder to cover the cost of the performance bond, in his bid. The City will not pay an additional amount at a later date for the bond.

The City Council may waive the requirement for a performance bond once bids are received. In this event, the bidder must deduct the cost of the performance bond from the original bid figure.

The bidder should assume that a performance bond will be required unless otherwise indicated in the instructions to bidders.

10. **Award of Bid:**

- A. Bids shall be awarded to the lowest responsible bidder, taking into consideration adherence to specifications, quality, performance, the time of delivery, technical support, past performance and other relevant factors.
- B. All bids of \$90,000 or more require City Council approval. The Council normally meets officially at **7:00 P.M.**, on the **third Thursday** of the month. Bidders may attend the session.
- C. The City of Wilson reserves the right to evaluate bids, to reject any and all bids and proposals, to waive informalities and technicalities within the scope of authority, and further specifically, the City reserves the right to make the award in the best interest of the City of Wilson.
- D. It is City policy to furnish a bid tabulation to all bidders upon notification of award or upon returning bid deposits. All bidders are welcome to attend the bid openings which are normally conducted in the Purchasing Manager's office, Operation Center, 1800 Herring Ave., Wilson, North Carolina. Bid tabulations will be available after all technical reviews have been completed.

11. Taxes:

Do not include sales or federal excise tax in figures. The City pays all applicable sales tax, however, and should be invoiced accordingly. The City is exempt from Federal Excise tax and will issue a Federal Exemption certificate upon request

12. Escalation Clauses:

Bids containing escalation clauses may be considered. However, there must be a maximum figure for escalation shown, or a method of computing the total cost over a specific time period provided.

13. Prices:

All prices must be quoted *F.O.B. City of Wilson –Designated Site, Wilson, North Carolina.*

14. Payment:

Provision for the payment of the monies to fall due under this agreement has been made by appropriations duly made, or required by the Local Government Finance Act.

Payment will be made according to vendor's terms stated on invoices following receipt of goods.

15. Altering Contracts:

No such contract shall be altered except by written agreement (change order) of the contractor, the sureties on his bond and the City Council body of the City of Wilson.

16. Non-Discrimination Clause:

It is specifically agreed as part of the consideration of the signing of this contract, that the parties hereto, their agents, officials, employees, or servants will not discriminate in any manner on the basis of race, color, creed, religion, national origin, or gender with reference to the subject matter of this contract.

Enforcement of this provision, as set out in said ordinances, shall be action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assign, of the parties hereto with reference to the subject matter of this contract.

The City of Wilson is in compliance with Title VII of the Civil Rights Act of 1964m as amended, and section 122(A) of the State and Local Fiscal Assistance Act of 1972, and hereby issued the declaration that bid award is contingent upon bidder's compliance with aforementioned statutes.

17. General Statute 143-129 governs purchasing in the state. Bids are awarded according to its provisions.
18. The General Statutes of the State of North Carolina, the Charter of the City of Wilson, and City Ordinances, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
19. All bids, except those for supplies or materials, shall be accompanied by a certificate showing possession by bidder of Workman's Compensation for their employees.

ITEM 4

Approximately 120,000 lbs. of liquid chlorine in one-ton containers to be shipped in 6-12 container lots as needed. (Chlorine must meet or exceed AWWA B301-18 specifications).

Price per Cwt. _____

The initial contract period shall run from 7/01/20 to 6/30/21. The City of Wilson reserves the right to renew this contract for additional two one-year periods.

Note: Any cylinder or container of any type that is considered by the shipper to be returnable is not to be invoiced to the City of Wilson. Bidders taking exception to this requirement shall indicate on the bid form the specific exception, such as demurrage, pallet charges, etc. Prices quoted must be firm at least three months. Firm prices for the entire contract period are preferred. These exceptions will be taken into consideration by City Council in the course of awarding the contract.

The amounts shown are approximate one-year consumption figures. Consequently, the City reserves the right to increase or decrease the volume of purchases based upon the City's actual needs. Deliveries to be made **as requested**. Lime must be delivered by 10:00 A.M. Monday – Friday with notice of delivery the day before. All other chemicals must be delivered between 8:00 A.M. and 3:00 P.M. Monday – Friday.

The City of Wilson reserves the right to reject any and all items of any and all bids. The bidder shall state the manufacturer and chemical analysis on each item. The City shall order its requirements only, regardless of estimated quantities.

Respectfully submitted this _____ day of _____, 2020.

Person, Firm, or Corporation

Address

By: Authorized Signature

Telephone Number

COMPANY NAME _____

REFERENCES

Indicate below three agencies for which you have provided equipment / installation within the past three years:

Firm: _____

Contact Name: _____

Phone Number: _____

Firm: _____

Contact Name: _____

Phone Number: _____

Firm: _____

Contact Name: _____

Phone Number: _____

TERMS AND CONDITIONS

- 1) **DEFAULT AND PERFORMANCE BOND**: In case of default by the contractor, the City of Wilson may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The City of Wilson reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the City of Wilson.

- 2) **GOVERNMENTAL RESTRICTIONS**: In the event any Governmental restrictions are imposed which necessitate alternation of the material, quality, workmanship or performance of the items prior to delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation, which required such alternations. The City of Wilson reserves the right to accept any such alternations, including any price adjustments occasioned thereby, or to cancel the contract.

- 3) **AVAILABILITY OF FUNDS**: Any and all payments to the contractor are dependent upon and subject to the availability of funds to the City for the purpose set forth in this agreement. This agreement has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

- 4) **TAXES**: Any applicable taxes shall be invoiced as a separate item. The City is not exempt from local or North Carolina sales tax.

- 5) **SITUS**: The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

- 6) **GOVERNING LAWS**: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

- 7) **INSPECTION AT CONTRACTOR'S SITE**: The City of Wilson reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the City of Wilson's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract. Contractor will cover the cost of a visit and a witness test, if necessary, of a City representative at the contractor's manufacturing facility.

- 8) **PAYMENT TERMS:** Payment terms are Net 30 after receipt of correct invoice or acceptance of goods, whichever is later.
- 9) **AFFIRMATIVE ACTIVE:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.
- 10) **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
- 11) **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or reexamination listing or identification marking of the appropriated safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriter's Laboratories and / or National Electrical Manufacturers' Association of electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air, and water pollution.
- 12) **PATENT:** The contractor shall hold and save the City of Wilson, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including used by the government.
- 13) **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the City of Wilson as part of any commercial advertisement.

14) **ACCESS TO PERSONS AND RECORDS**: An independent auditor shall have access to persons and records as a result of all contracts or grants entered into by the City of Wilson in accordance with General Statute 147-64.7.

15) **ASSIGNMENT**: No assignment of the contractor's obligations or the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, the City of Wilson may:

- a) Forward the contractor's payment check directly to any person or entity designated by the contractor, and
- b) Include any person or entity designated by contractor as a joint payee on the contractor's payment check. In no event shall such approval and action obligate the City of Wilson to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

16) **INSURANCE**:

COVERAGE – During the term of the contract, the contractor at its sole cost and expense shall provide commercial benefits of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** – The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all contractors' employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- b) **Commercial General Liability** – General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of the liability.
- c) **Automobile** – Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

REQUIREMENTS: Providing and maintaining adequate benefits coverage is a material obligation of the contractor and is of the essence of this contract. All such benefits shall meet all laws of the State of North Carolina. Such benefits coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Benefits to do business in North Carolina. The contractor shall at all times comply with terms of such benefits policies, and all requirements of the insurer under any such benefits policy, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each benefits policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

17) **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party giving 30 days prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. Mail, Certified and Return Receipt Requested. The 30 days' notice for cancellation shall begin on the day the return receipt is signed and dated.

18) **QUANTITIES (TERM CONTRACT ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.

19) **PRICE ADJUSTMENTS (TERM CONTRACT ONLY):** Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the contractor to other customers.

- a) Notification: Any notification must be given to the Purchasing Department, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacture's official notice or other acceptable evidence that the change is general in nature.
- b) Decreases: The City of Wilson shall receive full proportionate benefit immediately at any time during the contract period.
- c) Increases: All prices shall be firm against increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the City of Wilson shall occur not later than 15 days after the receipt by the City of Wilson of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- d) Invoices: It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at

variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

20) E-VERIFY-Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work of authorization of newly hired employees pursuant to federal law in accordance with NCGS 64-25 et seq. Contractor is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of Contractor's knowledge, any subcontractors employed by it as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statute.

21) IRAN DIVESTMENT ACT CERTIFICATION – Contractor certifies that, as of the date listed (February 26, 2016), it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. Chapter 147 Article 6E. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. Chapter 147 Article 6E, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.