



Request for Bid

Bid Title: Wastewater Treatment Chemicals

Notice is hereby given that the Town of Fuquay-Varina, North Carolina is seeking sealed bids for wastewater treatment chemicals. A contract will be awarded for a term of one year with renewal options for up to three (3) additional twelve (12) month terms, subject to contract performance and annual appropriation by the Town Board.

Sealed Bids must be delivered to the Owner at the address below no later than **2:00 PM (EST) on October 02, 2025** to be accepted.

The Bids will be publicly opened and read aloud at this time and place.
Bids received after this time will be returned unopened.

Address Bids to the Owner as follows:

Town of Fuquay-Varina
Attn: Purchasing Department
134 N Main St.
Fuquay-Varina, NC 27526
Reference: RFB- Wastewater Treatment Chemicals

Electronic bids will not be accepted.

Town of Fuquay-Varina
RFB – Wastewater Treatment Chemicals

Instructions for Bidders

Bids will be received by the Town of Fuquay-Varina (hereinafter referred to as the Town), to provide wastewater treatment chemicals as specified in this Request for Bids (hereinafter referred to as RFB) until **2:00 PM (EST) on October 02, 2025** at the Town of Fuquay-Varina, 134 N. Main Street Fuquay-Varina, NC 27526.

Bids must be submitted showing unit prices for chemicals delivered and unloaded without assistance to the Town’s locations as stated within this RFB. Quoted prices must include all costs associated with delivery. The Town of Fuquay-Varina will not pay any additional fuel service charges, lift gate, or delivery charges.

All bids shall be valid for a period of 90 days pending award of contract or the Town of Fuquay-Varina Board of Commissioners’ approval.

The quoted price should not include any sales or use tax but should only reflect the actual price of the delivered chemical or material.

All bids shall be notarized. Bidders responding to this RFB are hereby notified that North Carolina General Statutes, relating to licensing of contractors, will be observed in receiving bids and awarding contracts. Bid, Performance, nor Payment Bonds are required for this RFB.

The Town of Fuquay-Varina reserves the right to reject any or all bids, to waive informalities, and to accept any bid which, in the opinion of the Town of Fuquay-Varina, appears to be in its best interest.

This RFB and all Bidder responses are considered public information, with the exception of trade secrets specifically identified in writing by the Bidder, which will be handled according to North Carolina State Statute or other laws. Any section of the Bidder’s response package that is deemed to be a trade secret by the Bidder shall be submitted in a separate envelope clearly marked “TRADE SECRET INFORMATION- DO NOT DISCLOSE.”

BID RESPONSE FORM

Bid Title: Wastewater Treatment Chemicals

Pursuant to General Statutes of North Carolina, Section 143-129, as amended, sealed bids are invited and, subject to the conditions herein, will be received by the Town of Fuquay-Varina Purchasing Department. The sealed bids will be publicly opened for furnishing wastewater treatment chemicals and services as described herein.

In compliance with this Invitation for Bids, and subject to all the conditions thereof, the undersigned Vendor offers and agrees, if this bid be accepted, to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Vendor certifies that this bid is submitted competitively and without collusion. Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

Failure to execute/sign bid prior to submittal shall render the bid invalid, and it WILL BE DEEMED NON-RESPONSIVE and WILL BE REJECTED. Late bids cannot be accepted.

VENDOR NAME:		
STREET ADDRESS:		
CITY & STATE:	STATE:	ZIP CODE:
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	
CONTACT NAME (if different from above):		
EMAIL ADDRESS	TELEPHONE NUMBER:	

OFFER VALID FOR AT LEAST 90 DAYS FROM DATE OF BID

OPENING ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the Town of Fuquay-Varina, this document and all provisions of this Invitation for Bid along with the Vendor's bid response shall then constitute the written agreement between the parties.

TOWN OF FUQUAY-VARINA INSTRUCTIONS TO BIDDERS

Carefully review all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein.

1. **PURPOSE:**

The purpose of this document is to provide general and specific information for the use by vendors in submitting a bid to supply the Town of Fuquay-Varina with wastewater treatment chemicals, and /or services listed above. All bids and contracts are governed by Town policy, and /or by Section 143-129 of the North Carolina General Statutes.

2. **BID CONTACT:**

Any and all questions, concerns, or request for additional information shall be directed to the Town of Fuquay-Varina, Procurement Division to the attention of the Bid Agent as indicated below:

Bid Agent: Tiffany Marchman
 Purchasing Manager
 Email: tmarchman@fuquay-varina.org

3. **BID SCHEDULE:**

Listed below are the dates and times by which stated actions must be taken or completed. The Town may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are Eastern standard times.

Action	Time	Date
Bid issued		September 10, 2025
Deadline for Questions	12:00p.m.	September 17, 2025
Bids Due	2:00p.m.	October 02, 2025
Anticipated Award		October 2025

4. **PRE-BID CONFERENCE:**

There will not be a pre-bid conference.

5. **BIDDER QUESTIONS:**

The Town is not liable for interpretations/misinterpretations or other errors or omissions made by the Bidder in responding to this bid. The Bidder shall examine this bid to determine if the Town's requirements and terms and conditions are clearly stated. If, after examination of the various requirements and terms and conditions of this bid, the Bidder believes there are any requirements or terms and conditions which remain unclear or which restrict competition, the Bidder may request, in writing, that the Town clarify the requirement(s) and terms(s) and condition(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the requirements or conditions questioned by the Bidder.

Requests for clarification and technical questions to this bid must be received by the Town not later than the date shown above in Section 3, entitled "Bid Schedule", for the submittal of written inquires. The Bidders' failure to request clarification and submit questions by the date in the bid schedule above shall be considered to constitute the Bidders' acceptance of all Town's requirements and terms and conditions. The Town shall issue addenda reflecting questions and answers to this bid, if any, and shall be posted to the Town's website at [Bid Postings • Fuquay-Varina, NC • CivicEngage](#)

6. **ADDENDUM:**

Bidders are solely responsible for making sure that any and all addenda have been received prior to submission of their bid. The All addenda to this bid issued by the Town shall be posted to the Town's at [Bid Postings • Fuquay-Varina, NC • CivicEngage](#)

7. **HOW TO PREPARE BID:**

Bidders are encouraged to review carefully all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

- a) **BID FORM:** Submit all prices and offers on the **BID FORM(s)** provided herein. All bids must be submitted and signed by the vendor or his authorized representative with all erasures or corrections initialed and dated by the authorized representative of the proposal.
- b) **SIGNATURE:** All bids must be signed by an authorized official of the company on the **Bidders Signature Page**. A bid may be rejected if it shows omissions, alterations of form, additions not called for, conditional bid, or any irregularities.
- c) **TAXES:** Do not include taxes in your bid prices. Taxes must be itemized and added to invoices separately when invoicing the Town. The Town is required to pay sales tax. The Town is exempt from Federal Excise Tax and has a Federal Tax number.
- d) **IRAN DIVESTMENT:**
Bidder certifies that it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, CONTRACTOR shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
- e) **COMPANIES THAT BOYCOTT ISRAEL:**
The bidder certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

8. **HOW TO SUBMIT BID:**

- a) SUBMIT SEALED BIDS ON THE BID FORM PROVIDED HEREIN.
- b) Provide (2) complete sets of your bid on the BID FORM PROVIDED HEREIN in hard copy paper format (on 8-1/2" x 11" size paper, only bound with a single staple in the upper left corner or with a single removable clip—no 3-ring binders) and must be SEALED in an envelope.
- c) All bids must be mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Department or Bid Agent on or before the time and the date specified on the Bid Form. Bids not received by the time and date specified on the Bid Form will not be opened or considered, unless the delay is a result of the negligence of the Town of Fuquay-Varina, its agents, or assigns.

Mailing Address: Town of Fuquay-Varina Purchasing Department 134 N. Main Street Fuquay Varina, NC 27526 RFB for Wastewater Treatment Chemicals	Delivery Address: Town of Fuquay-Varina Purchasing Department 134 N. Main Street Fuquay Varina, NC 27526 RFB for Wastewater Treatment Chemicals
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- d) Electronic responses will NOT be accepted for this solicitation.

9. **BID OPENING:**

- a) A public bid opening will be held at 134 N. Main Street, Fuquay-Varina, NC 27526. No official award will be made at the Bid Opening. All bidders are welcome to attend the bid opening. **LATE BIDS WILL NOT BE OPENED OR ACCEPTED.**

- b) Bidders may not review or request copies of bids at the Bid Opening. A time must be scheduled to meet with the Purchasing Manager and/or Bid Agent for this purpose.
- c) Bids will be examined by the Purchasing Manager and/or Bid Agent and the using department officials promptly after the opening and an award made at the earliest possible date. No bids may be withdrawn after bid opening.

10. **AWARD OF BID:**

- a) **Standard of Bid Award Acceptance:** The Town reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the Town of Fuquay-Varina. The award shall be made to the lowest, responsive, responsible bidder, or bidders, taking into consideration quality, performance and the time specified in the bid for the performance of the contract.
- b) **Bid Prices:** All items and products proposed in response to this Bid are to be new, in un-used condition unless otherwise noted in the Minimum Specifications. All prices proposed in response to this Bid are to include all transport, freight and fuel surcharges, and be delivered **FOB destination, freight prepaid and allowed** to the location provided on the Town Purchase Order. All items are to be packaged, and shipped or delivered safely in a protective carton, fully assembled and serviced, ready for use and operation. Bidders must submit product literature and manufacturer's specifications with their bid proposal. All supplies, equipment, and apparatus must meet all Federal, State, and Local safety regulations, requirements, and guidelines, such as OSHA, EPA, US DOT, NC-DOT, NFPA, UL, etc., if so regulated.
- c) **Order of Precedence:** In cases of conflict between sections and provisions within the Bid document, the Order of Precedence will be 1) the Special Conditions section specific to the Bid; 2) the Minimum Specifications section specific to the Bid, 3) the Town of Fuquay-Varina Terms and Conditions; and 4) the Instructions to Bidders section of the Bid document.
- d) **Payment Terms:** Payment terms of Net 30 days from the date of receipt of invoice, or upon acceptance of goods whichever is later, will apply to all invoices. Payment term discounts will be allowed for prompt payments but will not be a consideration for award. All invoices are to be emailed to invoices@fuquay-varina.org , or delivered to **Town of Fuquay-Varina, Accounts Payable, 134 N. Main Street, Fuquay-Varina, NC 27526.**

11. **SUBMITTING A PROTEST TO THE BID AWARD:**

A Bidder wishing to express a concern or complaint, and file a protest to a Bid Award, must submit in writing the reasons, information, and documentation for the protest, to the Purchasing Manager within 48 hours (two business days) from the date of the Notice of Intent to Award. In the event of a protest, the Procurement Manager will notify the Chief Financial Officer of the protest and provide the information for both the recommended award and the protest.

Solicitation Terms and Conditions

1. Accuracy of Solicitation and Related Documents.

The Town assumes no responsibility for conclusions or interpretations derived from the information presented in this Solicitation, or otherwise distributed or made available during this procurement process. In addition, the Town will not be bound by or be responsible for any explanation, interpretation or conclusions of this Solicitation or any documents provided by the Town other than those provided by the Town through the issuance of addenda. In no event may a vendor rely on any oral statement by the Town or its agents, advisors, or consultants.

Should a vendor find discrepancies or omissions in this Solicitation, or any other documents provided by the Town, the vendor should immediately notify the Town of such potential discrepancy in writing, and a written addendum may be issued if the Town determines clarification necessary. Each vendor requesting an interpretation will be responsible for delivering such requests to the Town's designated representative.

2. Interpretations and Addenda.

No interpretation or clarification of the meaning of any part of this Solicitation will be made orally to any vendor. Vendors must request such interpretations or clarifications in writing from the Town via email to purchasing@fuquay-varina.org.

The Purchasing Department reserves the right, based on availability of time to research, and communicate an answer, to decide whether an answer can be provided. Responses to vendor questions and any addenda will be posted to Town's website at [Bid Postings • Fuquay-Varina, NC • CivicEngage](#)

The Town reserves the right to disqualify any vendor who contacts a Town official, employee, or agent concerning this Solicitation other than in accordance with this section. Nothing in this section shall prohibit the Town from conducting discussions with vendors after the Solicitation due date.

3. Town's Rights and Options.

At the Town's sole discretion, the Town reserves the right to:

- Supplement, amend, substitute or otherwise modify this Solicitation at any time;
- Cancel this Solicitation with or without the substitution of another Solicitation;
- Take any action affecting this Solicitation, this Solicitation process, or the services or facilities subject to this Solicitation that would be in the best interests of the Town;
- Issue additional requests for information;
- Require one or more vendors to supplement, clarify or provide additional information in order for the Town to evaluate the proposals submitted;
- Conduct investigations with respect to the qualifications and experience of each vendor;
- Waive any defect or irregularity in any bid/proposal received;
- Reject any or all bids/proposals;
- Share the bids/proposals with Town employees other than the evaluation committee or Town advisory committees as deemed necessary;
- Award all, none, or any part of the services that is in the best interest of the Town, with one or more of the vendors responding, which may be done with or without re-Solicitation.
- At the discretion of the Town, discuss and negotiate with selected vendor(s) any terms and conditions in the proposals including but not limited to financial terms; and
- Enter into any contract deemed by the Town to be in the best interest of the Town, with one or more of the vendors responding.

4. Expense of Submittal Preparation.

The Town accepts no liability for the costs and expenses incurred by the vendors in responding to this Solicitation. Each vendor that enters the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that the vendor cannot make any claims whatsoever for reimbursement from the Town for the costs and expenses associated with this process.

5. Proposal Conditions.

By choosing to submit a response to this Solicitation, the vendor acknowledges acceptance of the following terms and conditions. Vendors are encouraged to carefully review and understand each of these Solicitation conditions and consult with their legal counsel if appropriate.

6. Vendor Financial Information.

At the Town's sole discretion, financial information may be requested as part of the evaluation process. Any financial information requested must be provided to the Town within forty-eight (48) hours. Examples of financial information that may be requested include, but are not limited to:

- Credit ratings and credit reports;
- Bank and vendor references;
- Audited financial statements; and
- Statement of Guarantor(s).

7. Solicitation Not an Offer.

This Solicitation does not constitute an offer by the Town. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the Town unless the Town and the vendor execute a Contract. No recommendations or conclusions from this Solicitation process concerning the vendor 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.

8. Right to Terminate Discussions.

The vendor's participation in this process might result in the Town selecting the vendor to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the Town to execute a contract or to continue discussions. The Town can terminate discussions at any time and for any reason.

9. Representation as to Accuracy and Completeness of Proposal.

Each vendor shall make the following representations and warranty in its proposal cover letter, the falsity of which might result in rejection of its Bid/Proposal: **“The information contained in this bid/proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the Town, is true, accurate, and complete. This bid/proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Town as to any material facts.”**

10. Town Terms and Conditions.

Vendors accept the condition that the Town's terms and conditions will be used as the basis for any contract awarded from this Solicitation.

11. Trade Secrets/Confidentiality.

Public disclosure of the contents of each vendor's proposal submitted in response to this Solicitation is governed by North Carolina General Statutes Chapters 132 and 66-152 et. seq. After the due date, all proposals shall be deemed a public record and made available to the Town's evaluation committee and the general public (upon request) unless the material qualifies as “trade secret” information under North Carolina law.

To designate material as trade secret you must: (a) submit any trade secrets in a separate, sealed envelope and electronic file, clearly marked “**Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,**” and (b) include the same trade secret designation on each page of the trade secret materials contained in the envelope and on each page of the electronic file.

In submitting a proposal, each vendor agrees that the Town may reveal any trade secret materials contained in such response to all Town staff and Town officials involved in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired or appointed by the Town to assist in the evaluation process.

Furthermore, each vendor agrees to indemnify and hold harmless the Town 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 vendor has designated as a trade secret. **Any vendor that designates its entire proposal as a trade secret may be disqualified.**

12. Prohibited Discrimination.

The Town 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 anticompetitive practice that tends to increase the cost of goods and services to the Town and others. As a condition of entering into any contract, the vendor shall represent, warrant and agree that it does not and will not engage in or condone prohibited discrimination. Without limiting any rights, the Town may have at law or under any other provision of any contract, it is understood and agreed that a violation of this provision constitutes grounds for the Town to terminate any such contract.

13. Commercial Nondiscrimination.

In preparing the Bid/Proposal, the vendor has considered all proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in or condoned prohibited discrimination. For purposes of this section, *prohibited discrimination* means discrimination against any person, business, or other entity in contracting or purchasing practices on the basis of race, color, sex, or national origin. Without limiting the foregoing, *prohibited discrimination* also includes retaliating against any person, business, or other entity for reporting any incident of prohibited discrimination. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the Town to reject the bid submitted by the bidder on this project and to terminate any contract awarded based on such bid. As a condition of contracting with the Town, the vendor agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The vendor further agrees to promptly provide the Town with all information and documentation that may be requested by the Town from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the Town to reject the bid submitted by the vendor or terminate any contract awarded on such bid.

14. Statutory Requirements.

Any contract awarded as a result of this Solicitation shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.

15. Contract Award by Governing Board.

The Town, at its sole discretion, may submit the award recommendation to its governing board for permission to negotiate and execute a contract with the vendor. Under these circumstances, the Purchasing Division will provide contract documents to the vendor upon approval by the governing board. In the event the governing body approval is not received within one hundred eighty (180) calendar days after opening of the proposals, the vendor may request that it be released from their proposal.

16. Reservation of Right to Change Schedule.

The Town shall ultimately determine the timing and sequence of events resulting from this Solicitation. The Town reserves the right to delay the closing date and time for any phase if Town staff believe that an extension will be in the best interest of the Town.

17. Reservation of Right to Amend Solicitation.

The Town reserves the right to amend this Solicitation at any time during the process, if it believes that doing so is in the best interests of the Town. Vendors are required to acknowledge their receipt of each addendum with their submission by completing the Addenda Acknowledgement Form.

18. Additional Evidence of Ability.

Vendors shall be prepared to present additional evidence of experience, qualifications, abilities, equipment, facilities, and financial standing. The Town reserves the right to request such information at any time during the proposal evaluation period for this Solicitation.

19. No Collusion or Conflict of Interest.

By responding to this Solicitation, the vendor shall be deemed to have represented and warranted that the proposal is not made in connection with any competing vendor submitting a separate response to this Solicitation and is in all respects fair and without collusion or fraud.

20. Proposal Terms Firm and Irreversible.

The signed proposal shall be considered a firm offer on the part of the vendor. The Town reserves the right to negotiate prices and services. All proposal responses (including all statements, claims, declarations, prices, and specifications in the proposals) shall be considered firm and irrevocable for purposes of future contract negotiations unless specifically waived in writing by the Town. The vendor chosen for the award should be prepared to have its proposal and any relevant correspondence incorporated into the contract, either in part or in its entirety, at the Town's election. Any false or misleading statements found in the proposal or contract exceptions not included in the proposal may be grounds for disqualification.

21. Proposal Binding for 90 Days.

Each Proposal shall contain a statement to the effect that the proposal is a firm offer for ninety (90) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the vendor and include their name, title, address, and telephone number. All prices quoted shall be firm and fixed for the full contract period.

22. MWBE Programs.

The MWBE policy of Town of Fuquay-Varina affords maximum opportunity to compete for and participate in the performance of contracts issued on behalf of Town of Fuquay-Varina. The Town further requires that its vendors agree to take all the necessary and responsible steps to ensure that minority and small business enterprises have the maximum opportunity to participate as subcontractors for Town contracts.

23. Subcontracting.

The vendor given the contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the vendor shall remain the prime contractor and will assume all responsibility for the performance of the services that are supplied by all subcontractors. The Town retains the right to approve all subcontractors.

24. Brand Name.

If and whenever brand names, makes, names of manufacturers, trade names, vendor catalogs or model numbers are stated in this Solicitation, they are for the purpose of establishing a grade or quality of material. The Town will evaluate alternates to specified brand names, unless the item(s) is marked "No Substitute," as provided in this Solicitation.

25. Equal Opportunity.

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

26. Use of Town's Name.

No advertising, sales promotion or other materials of the vendor or its agents or representatives may identify or reference the Town in any manner absent the prior written consent of the Town.

27. Withdrawal for Modification of Bids/Proposals.

- **For an RFP or RFQ:** Vendors may change or withdraw their Bids/Proposals at any time prior to the due date by emailing purchasing@fuquay-varina. Email should be sent by an authorized Vendor representative and include Vendor's Name, Bids/Proposal Name, and Statement of Change or Withdrawal. No oral modifications will be allowed.
- **For an ITB or RFB:** Vendors may change or withdraw their Bids/Proposals at any time prior to the due date and time. After the due date and time, vendors shall reference North Carolina General Statute 143-129.1 for the procedure to withdraw a Bid/Proposal.

28. No Bribery.

In submitting a response to this Solicitation, each vendor certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the Town in connection with the contract.

29. Exceptions to the Solicitation.

Other than exceptions that are stated in compliance with this section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this Solicitation. An "exception" is defined as the vendor's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the Solicitation. **All exceptions taken must be identified and explained in writing in your proposal and must specifically reference the relevant section(s) of this Solicitation.** If the vendor provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the vendor's solution, must be described in detail.

30. Fair Trade Certifications.

By submission of a proposal, the vendor certifies that in connection with this purchase:

- The prices 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 anyone;

- Unless otherwise required by law, the prices which have been quoted in its proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to opening; and
- No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

31. Clarification of Ambiguities.

Any vendor believing that there is any ambiguity, inconsistency or error in this Solicitation shall promptly notify the Town in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim for ambiguity, inconsistency or error.

32. Vendor’s Obligation to Fully Inform Themselves.

Vendors or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this Solicitation before submitting proposals. Failure to do so will be at the vendor’s own risk.

33. Bribery Convictions.

Vendor affirms that none of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of North Carolina law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business.

34. Other Convictions.

Vendor affirms that none of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract or fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- Been convicted of any criminal violation of a state or federal antitrust statute;
- Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract.

35. Debarment.

Vendor affirms that none of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

36. Collusion.

Vendor affirms that they have not:

- Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted; and
- In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

37. Tax Payments.

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of North Carolina and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of North Carolina prior to final settlement.

38. Contingent Fees.

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

39. Iran Divestment Act Certification.

Pursuant to N.C.G.S. § 147-86.59, Contractor certifies that as of the date of this Agreement or purchase order, Contractor is not listed on the Final Divestment List as created by the State Treasurer and is in compliance with the Iran Divestment Act as set forth in N.C.G.S. § 147-86.55-86.63. Further, the Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The Divestment List may be found on the State Treasurer's website at www.nctreasurer.com/Iran.

40. Disclaimer.

Each vendor must perform its own evaluation and due diligence verification of all information and data provided by the Town. The Town makes no representations or warranties regarding any information or data provided by the Town.

Requirements

1. **GENERAL:**

The information and specifications herein are written to provide the Town with its estimated annual requirements for the stated wastewater treatment chemicals. Bidders must submit all manufacturer's literature, specifications, warranty information, etc. with their bid proposal. All vendors and contractors, the bids submitted, and the items and equipment proposed, must meet the minimum requirements and specifications herein.

2. **BID SPECIFICATION COMPLETION INSTRUCTIONS:**

All text fields or blanks must be responded to in the returned bid specifications. **Failure to complete this information will indicate a non-responsive bid.**

3. **EXCEPTIONS TAKEN TO SPECIFICATIONS:**

Bidders must note clearly any, and all exceptions taken to the specifications as an attachment. The specifications were not written to intentionally eliminate any one bidder, but to be used as a guide for the size and quality of the equipment requested. In some instances, a particular manufacturer and model may be specified with or without an approved equal. It is noted that different manufacturers will have differences in engineering and design of equipment. Bidders must note these differences as an "Exception" and attach detail information explaining how the exception is "equal to" or "exceeds" the intent of the specification. All exceptions and items submitted as an equal will be evaluated. The Town reserves the right to reject any and all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the Town of Fuquay-Varina. All Exceptions taken to the specifications by checking the "NO" field must be explained in detail on an attached sheet and submitted with your bid.

4. **ALTERNATES OR EXCEPTIONS TO SPECIFICATIONS:**

Any alternates or exceptions to the specifications herein must be clearly noted within the submitted bid or attached on a separate sheet to the bid. These specifications were not written to intentionally eliminate any one bidder, but to be used as a guide for the quality of the product requested. In some instances, a manufacturer and may be specified with or without an approved equal. Bidders must note any differences as an "Exception" and attach detail information explaining how the exception is "equal to" or "exceeds" the intent of the specification. All exceptions and items submitted as an equal will be evaluated.

5. **QUANTITY:**

- a. The quantities stated herein are estimated and based on the Town's previous annual usage for the products requested. The needed quantities of this chemical may increase or decrease during the contract period due to State or Federal regulations for treatment; increased volumes of wastewater to be treated; change in usage to avoid violations; construction delays or other operational changes.
- b. The Town reserves the right to the quantity stated herein; ordering the quantity of product as required for the operations of the Town.

6. **SAMPLE REQUIREMENTS:**

- a. **If requested**, Bidders are required to provide product/item samples for testing and verification, for each item quoted within the Bidder's bid proposal. The Town reserves the right to require the Bidder or the manufacturer's representative performs an on-site jar test and/or run a real process test to verify the chemical to be supplied meets the Town's specifications and requirements.
- b. **If requested**, samples and testing must be delivered and performed in a timely manner, 7-10 days from the date of the request, in order to minimize the delay of the bid award.
- c. **If requested**, bid items waiting for samples and testing will not be awarded and approved until the requested samples have been provided, tested, and reviewed.

7. **REGULATORY REQUIREMENTS:**

- a. All products/items, supplies, equipment, and apparatus must meet all Federal, State, and Local safety regulations, specifications and requirements, and guidelines, from the North Carolina Office of Water and Air Resources, AWWA, OSHA, US DOT, NC-DOT, NFPA, UL, FCC, etc., if so regulated.
- b. Certificates of Compliance must be submitted by all bidders with their bid proposal.

8. MANUFACTURER REQUIREMENTS:

- a. Bidders must fill-in and provide on their Bid Proposal Form the Manufacturer of the chemical(s) being proposed/quoted.
- b. The Town of Fuquay-Varina reserves the right to add or delete specific impurity listings as is required to meet all USEPA water quality standards, and any new regulations that may be passed into law during the span of the contract. The vendor will comply with any such changes that are required, by whatever process change that is required, at no additional cost to the Town.
- c. All impurities must be with values listed in the Water Chemical Codex.
- d. All wastewater treatment chemicals must be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion – resistant materials.
- e. All wastewater treatment chemicals must be free from extraneous and objectionable materials and shall be transported and delivered at such concentration and temperature that no freezing occurs.

9. MANUFACTURING SECURITY REQUIREMENTS:

- a. The awarded Bidder/Vendor is responsible for providing and ensuring that necessary safeguards are in place (physical measures, policies and procedures, site security protocols, etc.) to protect the castewater treatment chemicals from natural and environmental hazards and unauthorized contamination during the manufacturing process and transport to the Town.
- b. The Town reserves the right to request proof and documentation that safeguards, and security measures are in place, and/or visit and conduct an in-person review and inspection at the manufacturer's facility prior to the Bid Award and start of the contract.
- c. The Town reserves the right to not award a bid, or cancel and terminate an existing bid contract, if adequate safeguards and security measures are not in place and enforced by the vendor providing the chemical(s).

10. SAFETY DATA SHEETS (SDS/MSDS):

- a. All Bidders must include a Safety Data Sheet (SDS) and/or a Material Safety Data Sheet (MSDS) for each chemical quoted in their bid proposal.

11. AFFIDAVIT OF COMPLIANCE AND CERTIFIED LABORATORY REPORT:

- a. All Bidders must submit an Affidavit of Compliance from the chemical manufacturer stating compliance with all applicable requirements of these specifications, and a Certified Independent Laboratory Report.
- b. The Affidavit of Compliance must specify by percentage (%) the Specific Gravity, and other impurities as specified and listed in the Chemical Specifications listed herein.
- c. **All Bidders must submit a certified independent laboratory report with their bid proposal.**
- d. An Affidavit of Compliance must be provided at the time of delivery for the chemicals being delivered.
- e. The Town reserves the right to require a new certified independent laboratory report be provided at any time during the term of the contract and if a significant change occurs in the vendor's manufacturing process.

12. PACKAGING AND SHIPPING REQUIREMENTS:

- a. All wastewater treatment chemicals must be shipped in clean, suitable containers or tanker trucks. The tanks must be rubber-lined or made of stainless steel or any other suitable material that will not be attacked by the acidity of the liquid.
- b. All trucks must be in suitable condition for hauling wastewater treatment chemicals and must not contain any substances that might affect the use or usefulness of the chemicals in treating the Town's municipal wastewater.
- c. Bulk tanker deliveries must be accompanied by Certified Weight Certificates.

13. DELIVERY PROCEDURES AND REQUIREMENTS:

- a. All items are to be **delivered FOB to Fuquay-Varina** to the Town location(s) as provided in this solicitation.
- b. All items are to be delivered safely.
- c. All chemicals must be shipped in clean, suitable tanker trucks or containers. All containers must be made of stainless steel or any other suitable material that will not interact or react to the chemical contained within.

- d. All deliveries will be made during daylight hours, between 7:00 a.m. and 2:00 p.m. Tanker trucks will not be allowed on site before 7:00 am. Any exception to this requirement must be approved by the Plant Operations Supervisor or his/her designated representative. The Plant Operations Supervisor will place an order for the following week. The Bidder/Vendor must be able to deliver product 7-10 days after the order is placed. All deliveries must be delivered as scheduled. Any consistent deviations from the delivery schedule may result in cancellations of contract.
- e. The Bidder/Vendor shall assign a specific Customer Service Representative (CSR) to the Town of Fuquay-Varina. The Plant Operations Supervisor at each plant needs a point of contact that is familiar with our policies and procedure to ensure all deliveries are successful and good communication is maintained.
- f. All deliveries must be scheduled in advance with the Town facility receiving the order.
- g. All delivery trucks must be sealed with security tags after being loaded at terminal. The manifest or shipping ticket must be correct.
- h. Town personnel will check all delivery information. All delivery documents must be correct and contain the specific information as related to the delivery. All delivery documents must include the Town's purchase order number and provide the correct product, quantity, unit of measure, and price as per the Town's purchase order. The Town's purchase order number must be printed and referenced on all documents and invoices. Any discrepancies will delay the delivery and off-loading process, and/or the delivery may be refused.
- i. Upon arrival at a Town of Fuquay-Varina facility, the truck driver must present the following items:
 - Vendor's Shipping Invoices.
 - Affidavit of Compliance.
 - Machine Stamped Weighmaster's Certificate of Weight and Measure where applicable.
- j. The unloading or transfer of chemicals from the truck shall be considered the responsibility of the contractor and the truck operator. All drivers shall report to the operator on every delivery, and obtain their approval prior to starting the unloading process. Plant personnel must be present during the entire offloading process. Delivery drivers are not permitted to deliver and unload any chemicals without Town personnel being present.
- k. All tanker and appurtenant valves used for the delivery of all chemicals under this agreement must be in good mechanical order and shall be in full compliance with the applicable requirements of all current Hazardous Material Regulations.
- l. Any tanker or tote found leaking chemicals will not be permitted to enter or depart a Town of Fuquay-Varina facility until appropriate repairs are made by the vendor or transport company. Any tanker or tote found leaking chemicals will be considered an emergency situation and will require immediate attention by the vendor.
- m. The vendor and truck operator will be responsible for the cleanup of all spills, contaminated matter, and the removal of all contaminated cleanup material. The vendor will be notified immediately of any spills that are not cleaned up by the truck driver. Any spills not cleaned within 2 hours of notification will be cleaned by the Town and billed to the contractor.
- n. The delivery truck driver must wear the appropriate protective face and body apparel during the unloading and handling of the water treatment chemicals, as required by North Carolina Occupational and Health Standard.
- o. Unloading time will be free of charge to the Town for a minimum of 2.5 hours, beginning upon the arrival of the tanker on Town property and ending upon its departure from Town property. Any additional delivery charge for exceeding the 2.5 hour unloading time must be documented on the delivery docket prior to leaving the Town facility by the delivery driver, and must be billed at the rate quoted on the Bidder's proposal. Any additional charge will be investigated and approved by the Town prior to payment. The Town shall not be charged a demurrage fee if two trucks show up at the same time and the 2nd truck is waiting to offload for more than 2.5 hours. It is the responsibility of the vendor/shipping company to ensure the driver making the delivery does not exceed their Hours of Service while on the plant site. Trucks are not allowed to stay on site overnight under any circumstances.
- p. The vendor will deliver all chemicals in clean, dedicated containers/tankers that are free of contaminants. Any contamination of the chemicals during transport or during the unloading process will render the vendor liable for the expense of the disposal and replacement of any contaminated material, as well as the clean-up of Town storage facilities and the replacement of existing inventory prior to the delivery

14. INSURANCE REQUIREMENTS:

- a. Bidder must provide a Certificate of Insurance with their bid submittal as evidence of a minimum of \$5,000,000 Liability coverage; for General and Environmental liability.
- b. Bidder must include (3) customer/client references that have used the bidder's product for a minimum of (5) years. The references must include the name of the customer/client, facility name and location, and the Contact person's phone number and Email address.

15. PRESENTATION AND FACILITY VISITS:

- a. Within 45 days of the bid award, the awarded bidder/vendor may be asked to provide a technical presentation at a Town facility detailing the proper safe handling and application of the awarded product.
- b. The awarded bidder/vendor will be required to physically visit each facility at least every 45 days for the first six months of the contract and once every six months thereafter to review product inventory, use, and performance and resolve any issues that may arise.

**PRICING SHEET
WASTERWATER TREATMENT CHEMICALS**

****ALL FREIGHT INCLUDED****

Bidders may submit pricing on one or more of the chemicals listed below.

Item	Description	Receiving Tank Size	Estimated Annual Total	Unit of Measure	UNIT PRICE	EXTENDED PRICE
1	Liquid Aluminum Sulfate 48% (Alum) Location: Brighton Forest	500 Gallons	18,000	Gallon	\$ _____	\$ _____
2	Liquid Aluminum Sulfate 48% (Alum) Location: Terrible Creek	5,460 Gallons	500	Dry Ton	\$ _____	\$ _____
3	Liquid Sodium Hydroxide 25% (Caustic) Location: Brighton Forest	2,800 Gallons	67,200	Gallon	\$ _____	\$ _____
4	Liquid Sodium Hydroxide 25% (Caustic) Location: Terrible Creek	13,000 Gallons	200	Dry Ton	\$ _____	\$ _____
5	Emulsion Cationic Dewatering Polymer Location: Terrible Creek	2,290 Pound Totes	45,800	Pound	\$ _____	\$ _____
6	Liquid Glycerin Location: Terrible Creek	7,900 Gallons	189,600	Gallon	\$ _____	\$ _____

NOTICE TO BIDDERS: Do not include taxes in your bid pricing. Any and all tax imposed upon any article on which you are bidding are only to be shown as separate line items on invoices, and in no case are taxes to be included with your bid price. Failure to comply with these conditions will be considered grounds for rejection.

**EMAIL AND FAX COPIES OF BIDS ARE NOT ACCEPTABLE
POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM**

COMPANY: _____

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

PRODUCT SPECIFICATIONS

Deliveries shall be made to Brighton Forest WWTP and Terrible Creek WWTP at the address listed below. Deliveries shall be between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday with the exception of Town observed Holidays. Deliveries will not be accepted on weekends or holidays.

**Town of Fuquay-Varina
Brighton Forest WWTP
4809 Goldleaf Court
Fuquay-Varina, NC 27526**

**Town of Fuquay-Varina
Terrible Creek WWTP
5812 Hilltop Road
Fuquay-Varina, NC 27526**

Suppliers shall be capable of delivering this product into existing storage facilities with a truck equipped with pressure deliveries or an independent pump and approved hose without modification to the treatment plant or chemical storage tank facilities. Personnel delivering the product should be qualified to respond to emergency situations (i.e., spills, etc.) and should be equipped with all appropriate equipment to make necessary repairs safely and promptly or has immediate access to emergency response personnel. The supplier shall employ the best available safety handling practices to prevent injury to the plant personnel, the plant facilities, surrounding residents, and delivery personnel. Drivers shall not make connections nor initiate off-loading procedures until authorized to do so by an employee of the Town. Drivers will be required to wear protective clothing and equipment in accordance with OSHA rules during unloading of the product. The vendor shall be responsible for cleaning up of any spills resulting from the delivery or occurring during unloading of the product. Product must remain in suspension or supplier is liable for all clean-up costs. A certified independent laboratory report must be included with the bidder's proposal.

The Town shall be given the opportunity to inspect and sample for specific gravity and clarity by field expedient methods prior to unloading. The Town reserves the right to conduct more complete analysis in accordance with the standard on samples selected at their choice.

Rejected shipments shall be either returned to the vendor at their expense or a price adjustment may be made for the quantity delivered on any shipment which does not meet the specification or pass the initial inspection.

ITEM 1		LIQUID ALUMINUM SULFATE 48% (ALUM): LOCATION: BRIGHTON FOREST				
YES	NO	BIDDER MUST PLACE A CHECK IN THE BOXES (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 NON-RESPONSIVE.				
		<p>The Liquid Aluminum Sulfate must be free from extraneous and objectionable materials and must be transported and delivered at such concentration and temperature that no freezing occurs. The liquid must be of such clarity as to permit the reading of flow measuring devices without difficulty and must also be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion – resistant materials.</p> <p>The Liquid Aluminum Sulfate must be 48.5% (standard) aluminum sulfate. All impurities must be with values listed in the Water Chemical Codex.</p> <p>No tanker trucks will be allowed at Brighton Forest WWTP (Mini-bulk deliveries only).</p>				
		<p><u>Affidavit of Compliance</u></p> <ul style="list-style-type: none"> • An affidavit from the manufacturer or vendor must be furnished showing compliance with all applicable requirements of these specifications. • The person(s) authorized to certify the Affidavit of Compliance for the Contractor shall be as stated in the Request for Bid. • The affidavit of compliance tender documents shall accompany each delivery. The Liquid Aluminum Sulfate MUST MEET ANSI/AWWA B403-03 and NSF STANDARD 60. The vendor must provide technical assistance as deemed necessary by the Town of Fuquay-Varina on the application of their product. 				
		<p><u>Quality:</u> The Liquid Aluminum Sulfate will not contain specific impurities in excess of the following limits (by weight) for an expected maximum dosage exceeding 150mg/l, calculated based on $Al_2(SO_4)_3 \cdot 14H_2O$. The Liquid Aluminum Sulfate must comply with the following parameters:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Chemical Properties:</th> <th style="text-align: left;">Physical Properties</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • Formula: $Al_2(SO_4)_3 \cdot 14H_2O$ • Molecular Weight (approximate): 594 • pH of 1 percent solution (approximate): 3.5 • Al_2O_3 (aluminum oxide) total percent (%): 8.30 • Acidity Percentage (%): 0.5 • Iron as Fe_2O_3 (ferrous oxide) PPM: 3000 max • Arsenic (As) mg/kg: <30 • Cadmium (Cd) mg/kg: <7 • Chromium (Cr) mg/kg: <30 • Lead (Pb) mg/kg: <30 • Mercury (Hg) mg/kg: <1 • Selenium (Se) mg/kg: <7 • Silver (Ag) mg/kg: <30 </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • Baume at 60°: 36.5 • Weight/gallons, lb.: 11.13 • Specific Gravity: 1.31 – 1.34 • Crystallization point °F: 4 • Turbidity, NTU </td> </tr> </tbody> </table>	Chemical Properties:	Physical Properties	<ul style="list-style-type: none"> • Formula: $Al_2(SO_4)_3 \cdot 14H_2O$ • Molecular Weight (approximate): 594 • pH of 1 percent solution (approximate): 3.5 • Al_2O_3 (aluminum oxide) total percent (%): 8.30 • Acidity Percentage (%): 0.5 • Iron as Fe_2O_3 (ferrous oxide) PPM: 3000 max • Arsenic (As) mg/kg: <30 • Cadmium (Cd) mg/kg: <7 • Chromium (Cr) mg/kg: <30 • Lead (Pb) mg/kg: <30 • Mercury (Hg) mg/kg: <1 • Selenium (Se) mg/kg: <7 • Silver (Ag) mg/kg: <30 	<ul style="list-style-type: none"> • Baume at 60°: 36.5 • Weight/gallons, lb.: 11.13 • Specific Gravity: 1.31 – 1.34 • Crystallization point °F: 4 • Turbidity, NTU
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		A certified independent laboratory report must be included with the bidder's proposal.				

ITEM 2		LIQUID ALUMINUM SULFATE 48% (ALUM) LOCATION: TERRIBLE CREEK				
YES	NO	BIDDER MUST PLACE A CHECK IN THE BOXES (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 NON-RESPONSIVE.				
		<p>The Liquid Aluminum Sulfate must be free from extraneous and objectionable materials and must be transported and delivered at such concentration and temperature that no freezing occurs. The liquid must be of such clarity as to permit the reading of flow measuring devices without difficulty and must also be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion – resistant materials.</p> <p>The Liquid Aluminum Sulfate must be 48.5% (standard) aluminum sulfate. All impurities must be with values listed in the Water Chemical Codex.</p>				
		<p><u>Affidavit of Compliance</u></p> <ul style="list-style-type: none"> • An affidavit from the manufacturer or vendor must be furnished showing compliance with all applicable requirements of these specifications. • The person(s) authorized to certify the Affidavit of Compliance for the Contractor shall be as stated in the Request for Bid. • The affidavit of compliance tender documents shall accompany each delivery. The Liquid Aluminum Sulfate MUST MEET ANSI/AWWA B403-03 and NSF STANDARD 60. The vendor must provide technical assistance as deemed necessary by the Town of Fuquay-Varina on the application of their product. 				
		<p><u>Quality:</u> The Liquid Aluminum Sulfate will not contain specific impurities in excess of the following limits (by weight) for an expected maximum dosage exceeding 150mg/l, calculated based on $Al_2(SO_4)_3 \cdot 14H_2O$. The Liquid Aluminum Sulfate must comply with the following parameters:</p> <table border="1"> <thead> <tr> <th>Chemical Properties:</th> <th>Physical Properties</th> </tr> </thead> <tbody> <tr> <td> <ul style="list-style-type: none"> • Formula: $Al_2(SO_4)_3 \cdot 14H_2O$ • Molecular Weight (approximate): 594 • pH of 1 percent solution (approximate): 3.5 • Al_2O_3 (aluminum oxide) total percent (%): 8.30 • Acidity Percentage (%): 0.5 • Iron as Fe_2O_3 (ferrous oxide) PPM: 3000 max • Arsenic (As) mg/kg: <30 • Cadmium (Cd) mg/kg: <7 • Chromium (Cr) mg/kg: <30 • Lead (Pb) mg/kg: <30 • Mercury (Hg) mg/kg: <1 • Selenium (Se) mg/kg: <7 • Silver (Ag) mg/kg: <30 </td> <td> <ul style="list-style-type: none"> • Baume at 60°: 36.5 • Weight/gallons, lb.: 11.13 • Specific Gravity: 1.31 – 1.34 • Crystallization point °F: 4 • Turbidity, NTU </td> </tr> </tbody> </table>	Chemical Properties:	Physical Properties	<ul style="list-style-type: none"> • Formula: $Al_2(SO_4)_3 \cdot 14H_2O$ • Molecular Weight (approximate): 594 • pH of 1 percent solution (approximate): 3.5 • Al_2O_3 (aluminum oxide) total percent (%): 8.30 • Acidity Percentage (%): 0.5 • Iron as Fe_2O_3 (ferrous oxide) PPM: 3000 max • Arsenic (As) mg/kg: <30 • Cadmium (Cd) mg/kg: <7 • Chromium (Cr) mg/kg: <30 • Lead (Pb) mg/kg: <30 • Mercury (Hg) mg/kg: <1 • Selenium (Se) mg/kg: <7 • Silver (Ag) mg/kg: <30 	<ul style="list-style-type: none"> • Baume at 60°: 36.5 • Weight/gallons, lb.: 11.13 • Specific Gravity: 1.31 – 1.34 • Crystallization point °F: 4 • Turbidity, NTU
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		A certified independent laboratory report must be included with the bidder’s proposal.				

ITEM 3		LIQUID SODIUM HYDROXIDE 25% (CAUSTIC) LOCATION: BRIGHTON FOREST
YES	NO	BIDDER MUST PLACE A CHECK IN THE BOXES (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 NON-RESPONSIVE.
		Liquid 25% Sodium Hydroxide (Caustic) must be free from extraneous and objectionable materials and must be transported and delivered at such concentration and temperature that no freezing occurs. The Liquid Sodium Hydroxide must be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion – resistant materials. No tanker trucks will be allowed at Brighton Forest WWTP (mini-bulk deliveries only).
		<u>Affidavit of Compliance</u> <ul style="list-style-type: none"> • An affidavit from the manufacturer or vendor must be furnished showing compliance with all applicable requirements of these specifications. • The person(s) authorized to certify the Affidavit of Compliance for the Bidder must be as stated in the Bidder’s Proposal. • The affidavit of compliance tender documents shall accompany each delivery. The Liquid Sodium Hydroxide MUST MEET ANSI/NSF STANDARD 60. The vendor must provide technical assistance as deemed necessary by the Town of Fuquay-Varina on the application of their product.
		Quality: The Liquid Sodium Hydroxide 25% solution must comply with the following parameters: <ul style="list-style-type: none"> • Sodium Oxide Na₂O 18.60 - 20.15% • Sodium Hydroxide NaOH 24.0 - 26.0% • Sodium Chloride NaCl 0.55% Max • Sodium Carbonate Na₂CO₃ 0.1% Max • Sodium Sulfate Na₂SO₄ 0.0375% Max • Sodium Chlorate NaClO₃ 0.15% Max • Iron Fe 5.0ppm Max
		A certified independent laboratory report must be included with the bidder’s proposal.

ITEM 4		LIQUID SODIUM HYDROXIDE 25% (CAUSTIC) LOCATION: TERRIBLE CREEK																					
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		Liquid 25% Sodium Hydroxide (Caustic) must be free from extraneous and objectionable materials and must be transported and delivered at such concentration and temperature that no freezing occurs. The Liquid Sodium Hydroxide must be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion – resistant materials.																					
		<p><u>Affidavit of Compliance</u></p> <ul style="list-style-type: none"> • An affidavit from the manufacturer or vendor must be furnished showing compliance with all applicable requirements of these specifications. • The person(s) authorized to certify the Affidavit of Compliance for the Bidder must be as stated in the Bidder’s Proposal. • The affidavit of compliance tender documents shall accompany each delivery. The Liquid Sodium Hydroxide MUST MEET ANSI/NSF STANDARD 60. The vendor must provide technical assistance as deemed necessary by the Town of Fuquay-Varina on the application of their product. 																					
		<p>Quality: The Liquid Sodium Hydroxide 25% solution must comply with the following parameters:</p> <table border="0"> <tr> <td>• Sodium Oxide</td> <td>Na₂O</td> <td>18.60 - 20.15%</td> </tr> <tr> <td>• Sodium Hydroxide</td> <td>NaOH</td> <td>24.0 - 26.0%</td> </tr> <tr> <td>• Sodium Chloride</td> <td>NaCl</td> <td>0.55% Max</td> </tr> <tr> <td>• Sodium Carbonate</td> <td>Na₂CO₃</td> <td>0.1% Max</td> </tr> <tr> <td>• Sodium Sulfate</td> <td>Na₂SO₄</td> <td>0.0375% Max</td> </tr> <tr> <td>• Sodium Chlorate</td> <td>NaClO₃</td> <td>0.15% Max</td> </tr> <tr> <td>• Iron</td> <td>Fe</td> <td>5.0ppm Max</td> </tr> </table>	• Sodium Oxide	Na ₂ O	18.60 - 20.15%	• Sodium Hydroxide	NaOH	24.0 - 26.0%	• Sodium Chloride	NaCl	0.55% Max	• Sodium Carbonate	Na ₂ CO ₃	0.1% Max	• Sodium Sulfate	Na ₂ SO ₄	0.0375% Max	• Sodium Chlorate	NaClO ₃	0.15% Max	• Iron	Fe	5.0ppm Max
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• Sodium Chlorate	NaClO ₃	0.15% Max																					
• Iron	Fe	5.0ppm Max																					
		A certified independent laboratory report must be included with the bidder’s proposal.																					

ITEM 5		EMULSION CATIONIC DEWATERING POLYMER LOCATION: TERRIBLE CREEK
YES	NO	BIDDER MUST PLACE A CHECK IN THE BOXES (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 NON-RESPONSIVE.
		High molecular cationic polyacrylamide is used for thickening during the sludge dewatering process. The polymer must be free from extraneous and objectionable materials and must be transported and delivered at such concentration and temperature that no freezing occurs. The polymer must be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion – resistant materials. The emulsified polymer will be delivered in 2,290 lbs. totes. Composition and Information of Ingredients: Aliphatic hydrocarbon 20-30% weight Alcohol Alkoxylates 1-5% weight Alcohols, C-12-18, Ethoxylated >1<2.5 Mole EO 1-2% weight
		<u>Affidavit of Compliance</u> <ul style="list-style-type: none"> • An affidavit from the manufacturer or vendor must be furnished showing compliance with all applicable requirements of these specifications. • The person(s) authorized to certify the Affidavit of Compliance for the Bidder must be as stated in the Bidder’s Proposal.
		Approved Manufacturer Brands of Polymer Proposed chemical and supplied under this bid contract must be sourced from the following approved manufactured brands or approved equal(s): SELfloc 1851C
		A certified independent laboratory report must be included with the bidder’s proposal.

ITEM 6		LIQUID GLYCERIN LOCATION: TERRIBLE CREEK
YES	NO	BIDDER MUST PLACE A CHECK IN THE BOXES (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 NON-RESPONSIVE.
		Used as a reducing agent for the biological wastewater treatment process. The glycerin must be free from extraneous and objectionable materials and must be transported and delivered at such concentration and temperature that no freezing occurs. The glycerin must be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion – resistant materials. Composition and Information of Ingredients: Glycerin; glycerol CAS# 56-81-5 70-74% weight Water CAS#7732-18-5 22-26% weight Sodium Chloride CAS#7647-14-5 4-6% weight Methanol CAS#67-56-1 <1% weight
		<u>Affidavit of Compliance</u> <ul style="list-style-type: none"> • An affidavit from the manufacturer or vendor must be furnished showing compliance with all applicable requirements of these specifications. • The person(s) authorized to certify the Affidavit of Compliance for the Bidder must be as stated in the Bidder’s Proposal.
		Approved Manufacturer Brands of Glycerin Proposed chemical and supplied under this bid contract must be sourced from the following approved manufactured brands or approved equal(s): MicroC 2000
		A certified independent laboratory report must be included with the bidder’s proposal.

REFERENCES

Provide at least three (3) references, other than the Town of Fuquay-Varina, for which your company has provided goods and services of substantially the same features and quantity to those solicited herein. References shall be checked during the evaluation period to determine that the goods provided are substantially similar to those bid herein and that the vendor's performance has been satisfactory. Information obtained will be considered in evaluation of the bids. Bidders are cautioned to provide accurate information. Misleading information presented in the references may result in a rejection of the proposal.

- 1. Agency or Company Name: _____
Business Address: _____
Contact Person: _____
Contact Telephone Number: _____
Email Address: _____

- 2. Agency or Company Name: _____
Business Address: _____
Contact Person: _____
Contact Telephone Number: _____
Email Address: _____

- 3. Agency or Company Name: _____
Business Address: _____
Contact Person: _____
Contact Telephone Number: _____
Email Address: _____