

INVITATION FOR BID

CAUSTIC SODA (25% and 50%) CITY/COUNTY UTILITY COMMISSION

Bids Will Be Opened At
2:00 PM, May 17, 2024

In CITY HALL ROOM 324
BY CITY/COUNTY PURCHASING

For electronic bid delivery, scan all required bid forms as a single PDF
with subject line **"Bid for Caustic"** and email to: bids@cityofws.org

OR

For FedEx / hand-delivery, place bid inside a sealed envelope
labelled **"BID FOR CAUSTIC"** to:

City of Winston-Salem Purchasing Dept.
101 N. Main Street
City Hall Room 324
Winston-Salem, North Carolina 27101

Pursuant to NCGS 143-129, sealed proposals endorsed **"CAUSTIC SODA, FB24303"** will be opened by City/County Purchasing at the place and time noted above. The Utility Commission reserves the right to reject any and all proposals, and to waive any informalities in the bidding procedures. Bids will be opened publicly.

BIDDERS MAY SUBMIT ELECTRONICALLY OR BY HARDCOPY. It is the bidder's responsibility to confirm receipt of their bid proposal.

For additional instructions on submitting bids, contact Catherine Knisley at catherinek@cityofws.org or 336-747-6939 during regular office hours. End of question period is 5:00 PM, May 9, 2024.

Bidding Agent:

Catherine Knisley
Buyer - Purchasing
catherinek@cityofws.org

SPECIFICATIONS PREPARED BY:
Utilities staff

INSTRUCTIONS TO BIDDERS

READ, REVIEW AND COMPLY: This entire set of documents constitutes the IFB. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein. This IFB sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable. Costs incurred by any Bidder in the preparation of his/her response to the IFB are the responsibility of the Bidder and will not be reimbursed by the City of Winston-Salem. Bidders shall not include any such expenses as part of their proposals.

INSPECTION OF SITES:

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions relating to the service. Each bidder should fully inform himself as to the facilities involved and any difficulties and restrictions involved in performance of the Contract. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the existing conditions. The City of Winston Salem will be justified in rejecting any claim based on facts that the bidder should have been aware of as a result of his site inspection.

PREPARATION AND SUBMISSION OF BID:

Please read all instructions carefully before preparing and submitting your bid.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

- **The Proposal forms furnished herein must be used and shall not be altered in any manner.**
- All entries on the itemized proposal form shall be written in ink or typed.
- The total amount bid shall be written in the proper place on the itemized proposal form.
- Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
- The bid shall be properly executed. All bids shall show the following information:
 - Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - Name of individual or representative submitting the bid, position or title.
 - Signature of person authorized to submit a bid of behalf of the company.
- Bids submitted by corporations shall bear the seal of the corporation.
- The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- **Required forms: price page, Signature Page, Non-Collusion Affidavit.** Any Addenda issued which affects the quantity or price must be acknowledge.

Bids may be submitted electronically or by hardcopy. See Proposal Form for instructions.

TIME FOR OPENING BIDS:

Bidders or their authorized agents are invited to be present at the public bid opening. Bids received prior to the advertised hour of opening will be securely kept sealed. The agent whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered. Mailed Bids will be treated in every respect as though filed in person and will be subject to the same requirements.

It is the Bidders responsibility to assure that the bid is received by the required deadline. If mail or delivery by other means is delayed beyond the date and hour set for the receipt of the bid, the proposals that are late will not be considered, except by fault of the City it does not reach the bidding agent.

PROPOSER QUESTIONS AND INQUIRIES:

Questions relative to this IFB must be submitted in writing only to Catherine Knisley, e-mail catherinek@cityofws.org . **All inquiries must be made by the End of Question Period.** The City will provide written responses to all inquiries received by this date, and responses will be made available to all recipients of this IFB. Any oral responses made by any representative of the City may not be relied upon. Any supplements or amendments to this IFB will be in writing and furnished to potential bidders.

BID AWARD:

Pursuant to N.C.G.S. 143-129, the award will be made to the lowest responsive, responsible Bidder taking into consideration quality, performance, and time specified in the proposal for completion of work. The Owner reserves the right to hold bids for a period of sixty (60) days.

EQUIPMENT AND TOOLS:

The contractor shall use no equipment or tools that are owned by the City of Winston-Salem unless so noted in the Specifications. Neither shall the contractor utilize any employees of the City of Winston-Salem in performing the contract, except for opening locked gates, doors, etc., and giving directions.

MATERIALS:

No materials shall be stored on site and the City of Winston-Salem is not responsible for any materials, equipment or tools lost or stolen from the site. Any materials needed to complete the job shall be included in the bid.

CLEAN-UP:

The area of work shall be cleaned so that the City of Winston-Salem shall not incur any additional costs to make the area suitable for the educational process. Also, the Contractor shall utilize no trash receptacles or dumpsters owned by the City of Winston-Salem. All trash and debris shall be properly disposed of off the property. This will be monitored by the City of Winston-Salem.

PERFORMANCE OF WORK:

All work shall be performed at the highest level of quality. The City shall be responsible for determining the quality of work, and may notify vendor of the same. The City reserves the right to inspect the service of the vendor, to request log sheets and information related to vendor visits to City facilities. If the City determines that corrective action is needed, the City will inform the vendor of such action. Failure to take corrective action as directed shall be grounds for termination of the contract.

TERMINATION OF CONTRACT:

If the vendor fails to perform as outlined herein, the City may terminate the contract by 10-day written notice at its discretion and be liable only for that portion of product delivered.

NOTICE TO PROPOSERS

City Rights and Options

The City, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this IFB at any time
- To cancel this IFB with or without the substitution of another IFB
- To take any action affecting this IFB, this IFB process, or the Services subject to this IFB that would be in the best interests of the City
- To issue addendums and/or additional requests for information
- To require one or more service providers to supplement, clarify, or provide additional information in order for the City to evaluate the responses submitted
- To negotiate a contract with one or more service providers based on the information provided in response to this IFB.

Public Records

Any material submitted in response to this IFB will become a “public record” once the bidder’s document(s) is opened and the bidder is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Chapter 132, North Carolina Statutes. Bidders must claim any applicable exemptions to disclosure provided by law in their response to this IFB. Bidders must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

Familiarity with Laws and Ordinances

The submission of a proposal on the services requested herein shall be considered as a representation that the proposer is familiar with all federal, state, and local laws, ordinances, rules, and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the proposer discovers any provisions in the IFB documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the City in writing without delay.

The successful bidder must comply with all provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a proposal, the successful bidder agrees to indemnify the City from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

The successful bidder agrees that in carrying out this contract, compliance will be maintained with all applicable federal, state, and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

E-Verify Compliance:

Per N.C.G.S. 143-133.3, Contractor compliance with federal E-Verify Law is required and will be so stated in the contract agreement. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

Iran Divestment Act. Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS §143C-6A-4, nor will Contractor utilize on this Agreement any subcontractor on such list.

Divestment from Companies that Boycott Israel. Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list."

Ethics Policy / Code of Conduct

The City of Winston-Salem has establish guidelines for ethical standards of conduct for City representatives and to provide guidance in determining what conduct is appropriate in particular cases. In establishing an ethics policy, the City of Winston-Salem desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body. To review the City Policy, refer to this link: <https://www.cityofws.org/DocumentCenter/View/2183/Ethics-Policy-PDF>

It is the policy of the City of Winston-Salem that an employee, officer, or agent of the City may not participate in any manner in the bidding, awarding, or administering of contracts in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, have a financial interest.

IMPORTANT: Winston-Salem City Code (*Chapter 2, Article 1, Sec. 2-3*) provides that the City may disqualify contractors from bidding on contracts of the City if a contractor fails to perform satisfactorily on past or current contracts. Failure to complete work within contract time limits and/or meeting required quality levels are factors that could make a contractor ineligible to bid on future City projects. Satisfactory performance on a job includes: performing work to City standards (including all safety and labor laws), working cooperatively with our inspector and citizens, and completing the project in the time period provided for in the contract.

Contract

The Vendor must wait for the Purchase Order to be issued prior to doing business with or for the City, contingency upon the vendor meeting the City of Winston-Salem's insurance provisions.

The vendor shall be responsible for any damages caused by his personnel or equipment to property of the Owner. He shall make good in an approved manner at his own expense any such loss, damage, or injury without cost to the owner. The vendor shall also assume all responsibility to maintain all existing protection, provide, and maintain all such additional protection as required by the governing laws, regulations, ordinances, and safety of personnel and visitors.

**GENERAL INSURANCE REQUIREMENTS
for City of Winston-Salem contracts**

A. The Contractor shall, during the continuance of all work under the Contract, provide the following:

1. Workers' Compensation Insurance as required by the North Carolina General Statutes.
2. Commercial General Liability to protect the Contractor against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any negligent action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include, coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than \$1,000,000 for each occurrence, respectively, and shall provide at least \$5,000 in Medical Expenses (Med Pay) coverage.
3. Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/each accident.

B. If this Agreement is for a design, engineering or consulting Service, maintain Professional Liability insurance of at least \$1,000,000.00 per incident.

C. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall submit the certificate with its executed contract. **The City of Winston-Salem shall be named as an additional insured** in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the City of Winston-Salem may possess.

D. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the City of Winston-Salem on demand. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.

E. The Contractor will provide on demand certificate copies of all insurance coverage on behalf of the Contract within ten days of demand by the City of Winston-Salem. These certified copies shall be sent to the City of Winston-Salem from the Contractor's insurance agent or representative.

F. The Contractor shall furnish the City of Winston-Salem thirty days written notice of any changes or cancellation of the policy. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Risk Manager, City of Winston-Salem.

GENERAL INSURANCE REQUIREMENTS - Page 2

G. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, the City of Winston-Salem shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the City of Winston-Salem for the entire additional cost of procuring the uncompleted portion of the contract at time of termination.

H. Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the City of Winston-Salem from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

I. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City of Winston-Salem. The Contractor shall be as fully responsible to the City of Winston-Salem for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

J. Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

K. The Contractor and all subcontractors and sub-subcontractors agree to comply with the State of North Carolina Occupational/Safety and Health Act and the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

Address for Certificate of Insurance:
City of Winston-Salem
Purchasing
P.O. Box 2511
Winston-Salem, NC 27102

PROPOSAL FORM

CAUSTIC SODA 25% and 50%

BIDDERS:

The Utility Commission wishes to enter into annual contracts for its water and wastewater chemicals. The Commission reserves the right to cancel or not extend the contract at any time and/or at renewal junctures, whether due to discontinuing use of the chemical, budget constraints, or without cause.

NOTE: All quantities shown are estimated. The Utility Commission reserves the right to purchase more or less than these amounts at the firm contract cost during each contract term. All purchases made under the contract in subsequent fiscal years are subject to appropriations by the City Council of the City of Winston-Salem to cover such purchases.

The Initial Contract Period is **July 1, 2024 through June 30, 2025**. All unit prices shall be firm for this initial contract period.

Renewable term contract. The Utility Commission reserves the right to extend this contract for two (2) additional 12-month periods (ending June 30, 2027). Any contract extension is subject to the continuation of usage and availability of funds. A properly executed purchase order shall be evidence of an extension agreed to by the parties and that said purchase order shall become a self-executing amendment to the contract.

Price adjustments. The vendor may request a price increase at the beginning of each renewal term by an amount not-to-exceed the latest Producer Price Index (PPI) as noted below - the difference from the most recently available month to the previous six-month period - as reported on the U.S. Department of Labor Bureau of Labor Statistics website <https://www.bls.gov/ppi/tables/> at the time the extension is pursued (approximately 60 days ahead of renewal date). The Commission expects its vendors to give it the benefit of any a price reduction, which will likewise be based on the same PPI calculation and agreed to by both parties. The Purchasing Department will verify price adjustment requests using PPI Table 9, commodity code 325180-4 "sodium hydroxide".

The calculation formula is the simple percentage method: (PPI Value at Renewal divided by PPI Value of 6 months prior) multiplied by Original Unit Price = New Adjusted 6-mo. Price. Example: (PPI-Nov 2021 / PPI -Nov 2020) X Orig. Unit Price =...(277.948 / 260.229) X \$500 = \$534.05, a 6.81% increase. The PPI index calculation will be based on 3 decimal places, but the price will be rounded up or down to 2 decimal places, unless the unit price is under \$1.00 where it will be rounded to 3 decimal places.

PROPOSAL – PAGE 2

CAUSTIC SODA 25%
per Specifications, pages 16-17

Bidder acknowledgment: The undersigned bidder hereby declares that they have carefully examined the specifications contained herein and will provide all labor, materials, equipment, supervision, and insurance applicable to perform the services herein in accordance with the specifications and the requirements under them for the following sum to wit:

Supply annually an estimated **144 Dry Tons** of Liquid Caustic Soda 25% per the Specifications and deliver to the two wastewater treatment plants on an as-needed basis. The City will order full 4,000 gallon loads unless unexpected circumstances were to develop.

ITEM 1:

TOTAL for estimated **144 dry tons** annually:

Unit Cost \$ _____ /DT, so the Total Annual Purchase is \$ _____ (Unit Cost x **144**)

Product must be Delivered FOB to the facility.

Manufactured by: _____

Shipping Point: _____

BIDDER NAME: _____

ALL BIDS MUST BE F.O.B. DELIVERED TO PLANT LOCATIONS - NO ADDITIONAL PAYMENTS WILL BE MADE FOR FUEL SURCHARGES, SHIPPING CHARGES, PALLETS, DRUMS, ETC.

The apparent low bidder shall provide a certified analysis within 48 hours, if requested by plant staff, for review prior to award by the Utility Commission.

PROPOSAL – PAGE 3

CAUSTIC SODA 50%
per Specifications, pages 19-20

Bidder acknowledgment: The undersigned bidder hereby declares that they have carefully examined the specifications contained herein and will provide all labor, materials, equipment, supervision, and insurance applicable to perform the services herein in accordance with the specifications and the requirements under them for the following sum to wit:

Supply annually an estimated **1000 Dry Tons** of Liquid Caustic Soda 50% per the Specifications and deliver to the two wastewater treatment plants on an as-needed basis. The City will order full 4,000 gallon loads unless unexpected circumstances were to develop.

ITEM 1:

TOTAL for estimated **1,000 dry tons** annually:

Unit Cost \$ _____ **/DT**, so the Total Annual Purchase is \$ _____ (Unit Cost x **1000**)

Product must be Delivered FOB to the facility.

Manufactured by: _____

Shipping Point: _____

BIDDER NAME: _____

ALL BIDS MUST BE F.O.B. DELIVERED TO PLANT LOCATIONS - NO ADDITIONAL PAYMENTS WILL BE MADE FOR FUEL SURCHARGES, SHIPPING CHARGES, PALLETS, DRUMS, ETC.

The apparent low bidder shall provide a certified analysis within 48 hours, if requested by plant staff, for review prior to award by the Utility Commission.

PROPOSAL – PAGE 4

For the purpose of issuing Purchase Orders and paying invoices, please indicate the following for prompt P.O. and payment distribution:

COMPANY

CONTACT PERSON

MAILING ADDRESS (or PO BOX)

TELEPHONE

CITY, STATE, ZIP

EMAIL ADDRESS

ALL BIDS MUST BE F.O.B. DELIVERED TO PLANT LOCATIONS - NO ADDITIONAL PAYMENTS WILL BE MADE FOR FUEL SURCHARGES, SHIPPING CHARGES, PALLETS, DRUMS, ETC.

PROPOSAL SIGNATURE PAGE

Submission of a bid proposal shall indicate that the proposer has made themselves fully aware of the requirements for providing the service requested by the City of Winston-Salem. It is certified that this proposal is made in good faith and without collusion with any other person bidding on this contract or with any officer or employee of the City of Winston-Salem. **The Bidder must sign and include the Non-Collusion Affidavit Form with its proposal for the bid to be considered.**

The undersigned certifies that they have read and understood all the provided bidding documents, the project specifications, and agree to the terms and conditions stated herein. **This bid must be signed by a responsible official of the bidding organization.**

Date

Company (SEAL)

Authorized Signature (*required*)

Street Address or P.O. Box

Printed or Typed Name and Title

City, State, Zip

E-Mail Address

Telephone Number

The following information is requested for statistical purposes only. The provision or omission of this information will neither affect nor influence the award of these contracts. Bidder further certifies that:

We () are a minority-owned business enterprise. If yes, please identify in the appropriate box below:

- () Black
- () Hispanic
- () Asian American including Indian Subcontinent and Pacific Islands
- () Native American Indian including Eskimos and Aleuts
- () socially and economically disadvantaged
- () disabled

We () are a woman-owned business enterprise.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

required – attach to bid

State of _____)

County of _____)

Project/Service/Product: **CAUSTIC SODA, FB24303**

_____, being first duly sworn, deposes and says that:
(Printed Name)

1. He/she is (circle: owner, partner, officer, representative or agent) of _____
_____, the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Winston-Salem, Forsyth County, or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this Affiant.

Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public: _____ (SEAL)

My Commission Expires: _____

GENERAL CONDITIONS and INSTRUCTIONS
CITY OF WINSTON-SALEM, NC

1. The specified item(s) shall be delivered F.O.B. to Winston-Salem, North Carolina, according to the address stated on the Purchase Order unless stated otherwise in the Detailed Specifications.
2. The Purchase Order Number, Item Number, and Inquiry Number shall be affixed to the outside of each packing crate or carton and items not in packing material.
3. The City reserves the right to reject any and all shipments if the supplier fails to meet all terms and conditions of the contract award.
4. Suppliers of equipment requiring service connections must visit the field site to check buildings, measurements, and conditions (ex. deliveries must be from rear of tanker). Vendor must have own air supply and hoses for offloading product.
5. The supplier is responsible for all errors, omissions, and deviations from the contract requirements in shop drawings when such drawings are submitted by the supplier and approved by the City.
6. The successful bidder must prepare two (2) printed sets of operating instructions, recommended maintenance schedules, parts lists, and descriptive literature for the City, if applicable.
7. After an installation is completed, the supplier shall instruct the designated City personnel in the proper use of the equipment.
8. On notification by the customer, the supplier must remove all equipment and reconstruct or refurnish any defects or work rejected by the City. The expense of removing, reconstruction, replacing, or refurnishing unfit, unsound, or damaged work or material shall be the responsibility of the supplier.
9. Payment will be made within thirty (30) days after acceptance by the City. If partial payments are provided for, final payment will be made after acceptance by the City.
10. In the case of installed equipment, twenty-five percent (25%) of the total contract award shall be withheld until the equipment and installation is accepted by the City. Withholding twenty-five percent (25%) of the contract award shall not affect the discount terms of the contract.
11. All equipment will be guaranteed against defects in materials and workmanship for a period of not less than one year from the date the equipment is put into service, and accepted by the City. Copies of all guarantees and warranties are to be attached to the bids.
12. The City reserves the right to reject any or all bids, and to waive informalities.
13. In accordance with State Law (G.S. 143-129), the award will be made to the lowest responsible bidder taking into consideration quality, performance and time specified in the proposal for the performance of the contract.

14. Taxes:
 - A. Federal: The City is exempt from Federal Excise Taxes. The City will issue Federal Excise Exemption Certificates or Internal Revenue Tax Exemption Number only upon request of the contractor. Issuance of the certificate does not mean that the contract is entitled to a tax refund. All requests for refunds are to be handled by the contractor. The City, will not guarantee any Federal Tax refunds to the contractor.
 - B. State: Applicable North Carolina Sales and Use Taxes are NOT to be shown on bids, but are to be added to invoices as a separate item.
15. All supplies, materials, and equipment must be new and in first class condition. Bids offered on inferior or "second-line" equipment will not be accepted.
16. Not used.
17. If a bidder cannot meet the minimum requirements of the detailed specifications, he must outline and itemize each instance by a letter of transmittal and detail the item he offers.
18. **All bids must be firm and not subject to increase during any contract period. Only at renewal may price be increased.**
19. The supplier shall give the City the benefit of any industry-wide price reduction during the contract period.
20. **The unit price as well as total price for each item must be listed for purposes of individual evaluation.** Unit price(s) will prevail in the event of a math error calculating total price, where the line item total price and the grand total price shall then be adjusted accordingly.
21. The City reserves the right to hold bids open for a period of sixty (60) days after bid opening before making awards.
22. No special inducements will be considered that are not a part of the original bidding document.
23. ~~BID DEPOSIT REQUIREMENTS~~
24. ~~PERFORMANCE BOND REQUIREMENTS~~
25. The award of this contract constitutes a preliminary determination as to the qualification of the bidder. The City is not legally bound to perform the contract until the contract is duly executed by the City. The bid deposit shall be retained if the bidder fails to execute the contract or give satisfactory surety as required by N.C.G.S. 143-129.
26. The City in each case refers to the City of Winston-Salem and/or the City/County Utility Commission, an Agency of the City of Winston-Salem.
27. It is the policy of the city of Winston-Salem that a City employee, officer or agent of the City may not participate in personal services or construction in which contract or the subcontractor, or any member of his immediate family, business partner or any organization in which they serve as an officer, director, trustee or employee, has a financial interest.

28. The successful bidder must comply with the provision of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a proposal, the successful bidder agrees to indemnify the City from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of or connected with the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.
29. Not used.
30. **Bid proposals must be on the forms provided in this document.**
31. The Owner reserves the right to increase or decrease the quantity of product to be delivered under this contract, as described in the Proposal, without thereby altering or invalidating any terms of the Contract or Proposal or the prices therein named. Such Owner alterations shall not constitute a claim for damage nor for loss of anticipated profits. If such alterations increase the quantity of product to be delivered, payment of said additional amount shall be based on Unit Prices submitted below under the Item Section of the Proposal.

DETAILED SPECIFICATIONS

CAUSTIC SODA 25%

PURPOSE:

1. The City of Winston-Salem/Forsyth Utility Commission desires to enter into a contract for the supply of **25% Sodium Hydroxide (caustic soda)** solution for use at the Commission's two wastewater treatment plants. The City reserves the right to extend this contract.
2. Award: The Commission intends to award the contract to the responsible bidder submitting the lowest contract price; however, it reserves the right to consider any bid or contract exceptions, as well as past performance, in making a final award decision.

CERTIFICATIONS REQUIRED:

1. The material furnished under this contract shall conform to the latest revision of the American Water Works Association Standard for Caustic Soda, 8501 and must be certified as meeting ANSI/NSF Standard 60. **The product must be produced domestically in the USA. Diaphragm grade is acceptable.**
2. Each bid shall show the unit price per dry ton of caustic soda provided (as a 25% solution) and the total contract price. The contract price will be equal to the unit price per ton multiplied by the estimated dry tons to be purchased during the contract period.
3. The unit price by the supplier shall include all delivery and shipping charges.
4. Any exception(s) to any of the specifications detailed herein must be fully explained in a letter accompanying the bid, and is subject to acceptance by the Commission.

PHYSICAL AND CHEMICAL CHARACTERISTICS:

1. The material provided under this contract shall contain 25% sodium hydroxide (NaOH) by weight and shall have a specific gravity of 1.278 at 60°F. Diaphragm grade is acceptable.
2. The material provided under this contract shall contain no compound or contaminant that will inhibit or interfere with the wastewater treatment process or that will pass through the treatment plant in such a form so as to harm the receiving stream.
3. A statement of the equivalent dry weight of sodium hydroxide of each shipment shall be submitted, from which the cost of the shipment will be calculated. Dry tons of sodium hydroxide shall be calculated using the following formula:

$$\text{Caustic Soda, dry tons} = \frac{\text{Total weight of material delivered, lbs} \times \% \text{ Caustic Soda}}{200,000}$$

4. The Commission reserves the right to award the contract on the basis of price and/or suitability of the material based on the analysis of the material.

PACKAGING AND DELIVERY:

1. The material shall be delivered to the Archie Elledge and the Muddy Creek Wastewater Treatment Plants in ~4,000 gallon tanker loads. The address for each of the facilities are as follows:

Archie Elledge WWTP
2801 Griffith Road
Winston-Salem, North Carolina 27103
Contact: Heath Petree, 336-397-7600

Muddy Creek WWTP
4561 Cooper Road
Winston-Salem, North Carolina 27127
Contact: Keith Jones, 336-784-4700

2. The material shall be delivered on an "as needed" basis and deliveries shall be made within 3 work days of the supplier receiving a request for delivery. Delivery of this material must be made on weekdays, excluding holidays, after 7:00 AM and in sufficient time to have unloading operations completed before 3:30 PM, unless special arrangements have been made ahead of time with the plant supervisor.
3. Tanker truck drivers shall be equipped with the appropriate PPE for their use during off-loading operations. Tanker drivers shall verify with plant personnel that the connections between the tanker and the storage tank are secure, that wheel chocks are in place on the tanker and that the correct material is present in the tanker before off-loading operations begin. The delivery truck shall be capable of discharging the entire contents of the tanker against an elevation head of 20 feet. The delivery hose shall be compatible with the two-inch OPW male fitting on the tank fill lines.
4. The amount of caustic soda specified to be purchased in this contract is an estimate based on current expectations. The Commission reserves the right to purchase more chemical or less chemical than specified based on the plant's actual needs.
5. The Commission reserves the right to analyze the material upon delivery and reject same for failure to meet these specifications. Material meeting AWWA B-51 specifications, but delivered in a 50% solution will also be rejected as failing to meet these specifications. All freight charges on rejected material shall be paid by the supplier.
6. If requested by the plant supervisor, the supplier's truck driver shall collect a representative sample of the load prior to unloading. Sampling shall be done with the aid of plant personnel and the Commission will supply routine sampling apparatus, bottles and tags.
7. The supplier shall provide on-site technical service during the term of the contract if requested to do so by the Commission.
8. **The supplier shall provide a Material Safety Data Sheet (MSDS) as part of their bid package** and any updates to the MSDS shall be provided to the Commission by the vendor with 14 days of their release.

DETAILED SPECIFICATIONS

50% CAUSTIC SODA

PURPOSE:

1. The City of Winston-Salem/Forsyth County Utilities Commission desires to enter into a contract for its supply of 50% sodium hydroxide (caustic soda) solution to be used for water purification.
2. Award: the contract will be awarded to the lowest responsible bidder based on the unit price given.

CERTIFICATIONS REQUIRED:

1. The material furnished under this contract shall conform to the latest revision of the American Water Works Association Standard for Caustic Soda, 8501-03 and must be certified as meeting ANSI/NSF Standard 60. **The product MUST be produced domestically within the USA.**
2. Vendors shall bid a unit price per dry ton of sodium hydroxide provided in the form of a 50% solution. The unit price shall include freight and delivery charges. The contract will be awarded to the responsible bidder submitting the lowest contract price. The contract price will be equal to the unit price per ton multiplied by the estimated annual quantity.
3. Any exception(s) to any of the specifications detailed herein must be fully explained in a letter accompanying the bid, and may not be accepted by the Commission.
4. A certified truck weight (gross, tare and net) shall accompany each load for purposes of determining the tons of product delivered. Each certified weight ticket shall be from a facility that holds a current North Carolina Public Weigh master license and shall be certified as such. It is acceptable to submit a pre- and post-delivery weight ticket for payment.
5. A certificate of analysis shall accompany each load of caustic soda delivered and shall have a minimum of the following information:
 - Name of the manufacturer and method by which the material was produced, whether by Mercury Cell process or other means.
 - Specific Gravity at 60°F.
 - Total Alkalinity as Na₂O, WT%
 - Hydroxide Alkalinity as NaOH, WT%
 - Sodium Carbonate as Na₂CO₃, WT%
 - Sodium Chloride as NaCl, WT%
 - Sodium Chlorate as NaClO₃, WT%
 - Iron as Fe, mg/L
 - Copper as Cu, mg/L
 - Nickel as Ni, mg/L
 - The total measured weight (in grams) of 100 mL delivered solution.

PHYSICAL AND CHEMICAL CHARACTERISTICS:

1. The material provided under this contract shall contain 50% sodium hydroxide (NaOH) by weight and shall have a specific gravity of **1.530 at 60°F.** **The product shall be membrane grade.**

2. A statement of the equivalent dry weight of sodium hydroxide of each shipment shall be submitted, from which the cost of the shipment will be calculated. Dry tons of sodium hydroxide shall be calculated using the following formula:

$$\text{Caustic Soda, dry tons} = \frac{\text{Total weight of material delivered, lbs} \times \% \text{ Sodium Hydroxide}}{200,000}$$

3. The Commission reserves the right to award the contract on the basis of price and/or suitability of the material based on the analysis of the material.
4. The material shall contain no compound capable of producing a deleterious or injurious effect upon the health of those consuming water that has been properly treated with the 50% caustic soda.

PACKAGING AND DELIVERY:

1. Suppliers shall bid a unit price per ton to supply the sodium hydroxide solution. The contract will be awarded to the responsible bidder offering the lowest contract price.
2. The price bid by the supplier shall include all delivery and shipping charges to the plant sites. The Commission will not pay any special fuel surcharges or handling charges.
3. The amount of sodium hydroxide the Commission plans to purchase annually under this contract is an estimate based on current conditions. The Commission reserves the right to purchase more material or less material under this contract based on our actual need.
4. Delivery instructions will be given to the supplier when a request for an order is placed. Questions concerning delivery should be directed to the following personnel:
 - **Neilson Water Treatment Plant:** Gabriel Sparks, (336) 766-9885
 - **Swann Water Treatment Plant:** Garrett Meier, (336) 397-7734
 - **Thomas Water Treatment Plant:** Donna Lankford, (336) 788-0152
5. The material shall be delivered on an "as-needed" basis in - 4,000 gallon tanker loads. Deliveries shall be made within three workdays of the supplier receiving a request for delivery. Delivery of this material must be made on weekdays, excluding holidays, after 7:00 AM and in sufficient time to have unloading operations completed before 3:30 PM unless special arrangements have been made ahead of time with the plant supervisor.
6. Tanker truck drivers shall be equipped with the appropriate PPE for their use during off-loading operations. Tanker drivers shall verify with plant personnel that the connections between the tanker and the storage tank are secure; that wheel chocks are in place on the tanker and that the correct material is present in the tanker before off-loading operations begin. The delivery truck shall be capable of discharging the entire contents of the tanker against an elevation head of 20 feet. The delivery hose shall be compatible with the two-inch OPW male fitting on the tank fill lines.
7. The Commission reserves the right to analyze the material upon delivery and reject it for failure to meet these specifications. The supplier shall pay all freight charges on rejected material.
8. If requested by the plant supervisor, the supplier's truck driver shall collect a representative sample of the load prior to unloading. Sampling shall be done with the aid of plant personnel and the Commission will supply routine sampling apparatus, bottles and tags.
9. The supplier shall provide on-site technical service during the term of the contract if requested to do so by the Commission. Submit a Material Safety Data Sheet with bid.