



**Orange Water and Sewer Authority**

*Our community's trusted partner for clean water and environmental protection.*

**IFB NO. 26-009**

**INVITATION FOR BID**

**FOR**

**WATER TREATMENT CHEMICAL – LIQUID FERRIC SULFATE (FERRIC)**

**Date Issued: February 2, 2026**



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**NOTIFICATION**

**INVITATION FOR BID**  
**SOLICITATION NO. 26-009**  
**FOR**  
**WATER TREATMENT CHEMICAL – LIQUID FERRIC SULFATE (FERRIC)**

**1 NOTICE OF INVITATION TO BID**

The Orange Water and Sewer Authority (OWASA), invites sealed bids from qualified suppliers for the supply of Liquid Ferric Sulfate, used in water treatment processes.

To obtain a copy of the Invitation for Bid (IFB) document, suppliers shall download the document from the OWASA’S website at <https://www.owasa.org/bid-opportunities>

Bids are solicited and will be received at Orange Water and Sewer Authority (OWASA), Administration Building, 400 Jones Ferry Road Carrboro, NC 27510, until **2:00 p.m., ET Wednesday, February 18, 2026**, for the WATER TREATMENT CHEMICAL – LIQUID FERRIC SULFATE, SOLICITATION.

Questions regarding the IFB shall be directed to David Moore, Procurement Coordinator at [dmoore@owasa.org](mailto:dmoore@owasa.org).

**OWASA reserves the right to reject any or all Bids.**

**2 TIMELINE**

<i><b>DATE</b></i>	<i><b>EVENTS</b></i>
February 2, 2026	<b>IFB distributed and posted to OWASA website</b>
February 17, 2026 <b>5:00 PM ET</b>	Inquiries must be received in writing by (e-mail only) to David Moore at <a href="mailto:dmoore@owasa.org">dmoore@owasa.org</a>
February 20, 2026 <b>5:00 PM ET</b>	Responses to all questions received will be posted on the OWASA website.
March 3, 2026 <b>2:00 PM ET</b>	<b>Bids due at the administrative offices of OWASA</b>
March 3, 2026 <b>2:15 PM ET</b>	<b>Public Bid Opening at the administrative offices of OWASA</b>
March 12, 2026(tentative)	Notice of Intent to Award Contract
March 16, 2026(tentative)	Contract Start Date



### 3 BIDDER INSTRUCTIONS

Bids shall be delivered to David Moore, Procurement Coordinator, at Orange Water and Sewer Authority (OWASA), 400 Jones Ferry Road, NC 27510. The outside of the envelope must be marked BID: 26-009 WATER TREATMENT CHEMICAL – LIQUID FERRIC SULFATE, and shall indicate the name, and address of the bidder.

OWASA reserves the right to reject any or all Bids for any reason determined by OWASA to be in its best interest, or to award the bid to the lowest responsive responsible bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

#### 3.1 Bid Requirements

##### INFORMATION REQUIRED FROM THE BIDDER

See **Attachment H** Response Checklist.

To determine responsiveness in the chemical solicitation, the following items must be received:

##### **Bid Submission Documents and Attachments**

- 3.1.1 Specifications (**Attachment A**)
- 3.1.2 Bid Form (**Attachment B**)
- 3.1.4 Certificate Regarding Conflict-of-Interest (**Attachment C**)
- 3.1.5 Iran Divestment Act Certificate (**Attachment D**)
- 3.1.6 Companies Boycotting Israel Divestment Act Form (**Attachment E**)
- 3.1.7 Non-Collusion Affidavit (**Attachment F**)
- 3.1.8 Reference Form (**Attachment G**)
- 3.1.9 Response Checklist (**Attachment H**)
- 3.1.10 Provide Safety Data Sheets (SDS) of company's specific product.
- 3.1.11 Provide a Certificate of Analysis document with each delivery and an affidavit of compliance with the bid which must specify by percentage the following chemicals and characteristics. All analysis must be performed using EPA approved analytical methods and/or by an accredited laboratory. Bidder must provide the lab's certification credentials.

%Ferric Iron ( $\text{Fe}^{3+}$ )

%Ferrous Iron ( $\text{Fe}^{2+}$ )

%Total Iron

%Free Sulfuric Acid

Liquid Specific Gravity



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% Solids (insoluble material)

- 3.1.12 Provide Delivery Lead Time for an Order.
- 3.1.13 Provide three references from facilities (not finance department) previously supplied.

Provide two copies of your bid documents with one thumb drive.

#### **4 SELECTION PROCESS FOR BIDS FOR LIQUID FERRIC SULFATE,**

The selection process for bids for LIQUID FERRIC SULFATE will be conducted to identify the lowest responsive and responsible bidder taking into consideration time, quality, and performance. The steps are as follows:

- Safety Data Sheets (SDS)-Pass/Fail
- Certificate of Analysis-(COA)-Pass/Fail
- Delivery Lead Time for an Order-Pass/Fail
- Provide three references from facilities previously supplied-Pass/Fail
- Lowest responsive responsible bidder

This selection process ensures a fair, transparent, and compliant procurement of LIQUID FERRIC SULFATE, by evaluating critical criteria on a pass/fail basis and awarding the contract to the lowest responsive and responsible bidder, we aim to secure reliable deliveries, high standards of quality and performance. Only contractors who pass all four criteria will be considered. The chosen supplier must meet all contractual obligations and ensure timely and reliable delivery of the product, contributing to the efficient operation of our services.

OWASA may waive any irregularities in any bid that does not prejudice other respondents.

**OWASA reserves the right to reject any and all Bids.**

#### **Termination of Contract Resulting from this IFB.**

OWASA reserves the right to cancel the whole or any part of the resulting Contract due to a failure of the Supplier to carry out any obligation, term or condition. Prior to any termination for Cause, OWASA will provide written notice to the Supplier, opportunity to respond and opportunity to remedy. Some examples of material breach include, but are not limited to:

- The Supplier provides product that does not meet reasonable quality standards and is not remedied in a timely manner
- The Supplier fails to ship the product or provide delivery within a reasonable amount of time
- OWASA has reason to believe that the Supplier will not or cannot perform the requirements or expectations of the contract
- Upon receipt of written notice of concern, the Supplier shall have three (3) business days to provide a satisfactory response to OWASA. Failure on the part of the Supplier



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to reasonably address all issues of concern may result in Contract cancellation and termination

- OWASA reserves the right to cancel or suspend the use of this Contract if the Supplier files for bankruptcy protection or is acquired by another party. Awarded supplier will be responsible for disclosing to OWASA any litigation, bankruptcy or suspensions/disbarments that occur during the Contract period. Failure to disclose may result in immediate termination of the Contract
- OWASA may execute Contract termination without cause with a required 30-day written notice of termination. Termination of Contract shall not relieve either party of financial, product/service obligations incurred or accrued prior to termination

## 5 GENERAL BID CONDITIONS

### 5.1 Questions and Addenda

Any changes to this IFB document will be made by written addenda issued by OWASA. Upon issuance, the addenda will be considered part of the IFB document and will prevail over inconsistent or conflicting provisions contained in earlier versions of the IFB document. Addenda will be available for download from the OWASA website in the same manner as the IFB document. This process will be repeated each time an addendum is posted to the OWASA website.

Bidders shall acknowledge their receipt of all addenda with their submission. As with other required documentation, Bids that fail to provide a detailed listing of addenda received may be excluded from further consideration for this solicitation.

It is the desire of OWASA to provide the same information to all interested parties to ensure fairness and impartiality in the procurement process. To that end, OWASA will not respond to telephone inquiries or personal visits. Visitation by respondents or their representatives may be made to OWASA only at the pre-bid meeting, if held. All questions are to be submitted in writing. ***Submit written questions via e-mail to the OWASA Procurement Coordinator at [dmoore@owasa.org](mailto:dmoore@owasa.org) by 5:00 pm Eastern Time on February 17, 2026.*** Responses to questions will be posted on the OWASA website no later than ***5:00 pm Eastern Time on February 20, 2026.*** Answers to questions or directives to Submitters regarding the IFB process by any OWASA employee other than Mr. Moore and verbal answers to questions are not binding on OWASA.

### 5.2 Public Bid Opening and Late Bids

The public bid opening for the current solicitation will be conducted on ***March 3, 2026 at 2:15 PM***, at the main conference room of OWASA's administration offices. All interested parties are invited to attend this transparent process. Please note that bids must be submitted by ***2:00 PM on the day of the opening.*** Bids received after this time will not be accepted under any circumstances. This strict adherence to deadlines ensures fairness and integrity in the procurement process, allowing all participants to compete on an equal footing.



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**Public Bid Opening Location:**

OWASA Administration Office  
400 Jones Ferry Road  
Carrboro, NC 27510

**5.3 Proprietary Information**

Any reservations on the use of data contained in the proposal shall be clearly stated in writing. OWASA will attempt to comply with a Proposer's designation of proprietary/confidential information. However, OWASA may not be able to withhold a record (data, document, etc.) or deny access to a record requested by an individual (the public) when an obligation is imposed upon OWASA under the North Carolina Public Records Act (Act). OWASA's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Act. Records which the Proposer considers to be trade secrets and privileged or confidential must be identified by the Proposer on each page submitted.

**5.4 Method of Response**

Responses to this IFB shall be made according to the specifications and instructions contained herein. Failure to adhere to instructions may be cause for rejection of any Bid.

**5.5 Withdrawal of Bids**

Any bid may be withdrawn any time prior to the stated bid opening date and time (closing time). The withdrawal request must be executed by the bidder or a duly authorized representative. The withdrawal of the bid does not prejudice the right of the bidder to file a new bid prior to the bid closing time. No bids may be withdrawn after the bid opening date and time.

**5.6 Acceptance of Terms and Conditions**

Bidders understand and agree that submission of a Bid will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this IFB, except as otherwise specified in the Bid. Any and all parts of the submitted Bids may become part of any subsequent Agreement between the selected Bidder and OWASA.

**5.7 False, Incomplete or Unresponsive Statements**

False, incomplete, or unresponsive statements in connection with a Bid may be sufficient cause for rejection of the Bid. The evaluation and determination of the fulfillment of the above requirement will be OWASA'S responsibility and its judgment shall be final.

**5.8 Clear and Concise Submission**

Bids shall provide a straightforward, concise delineation of the Bidder's capability to satisfy the requirements of the IFB. Each Bid shall be submitted in the requested format and provide all



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required information. Each Bid shall be signed in ink by a duly authorized officer of the company.

### **5.9 Prime Bidder Responsibilities**

The selected Bidder will be required to assume responsibility for all requested deliverables as indicated in Attachment A-Specifications regardless of who produces them. Further, OWASA will consider the selected Prime Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **5.10 Minority Business Participation**

It is the policy of OWASA to provide minority businesses an equal opportunity to participate in all aspects of OWASA's contract activities. Bidder shall comply with OWASA's Minority Business Participation Outreach Plan and Guidelines.

### **5.11 Insurance**

During the performance of the Contract, bidder shall maintain the minimum levels of insurance shown below and provide certificates of such coverage to Owner prior to performance. All policies must provide ten (10) days advance written notice to Owner in the event of cancellation, expiration, or alteration.

**5.11.1 Excess/Umbrella Liability Insurance**, with a limit of \$4,000,000.

**5.11.2 General Liability Insurance**, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.

**5.11.3 General Liability Property Damage Liability**, with a limit of \$1,000,000 for each occurrence.

**5.11.4 Automobile Liability Insurance**, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

**5.11.5 Workers' Compensation Insurance** in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$1,000,000 for each occurrence.

### **5.12 Contract Term and Extension**

The term of this Agreement shall be for one (1) year commencing on the Effective Date, with the option for OWASA to extend for two (2) additional one (1) year periods upon written notice at least 15 days prior to the end of the current term. Failure to exercise these options will result in the Agreement's termination at the end of the then-current term.



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### **5.12.1 Price Escalation**

The Supplier shall notify OWASA of the Adjusted Price for each extension year no later than 60 days prior to the commencement of that extension year. The Adjusted Price shall be calculated using the Producer Price Index (PPI) for Basic Organic Chemicals (0614) published by the Bureau of Labor Statistics. This adjustment shall be final and binding on both parties for the duration of the extension year.

## **6 PROTEST PROCEDURES**

### **6.1 Protests Received Prior to Receipt of Bids**

Protests concerning the procedures of this solicitation must be submitted in writing to the OWASA Director of Finance not later than five (5) working days prior to the date set for the receipt of Bids. Upon receipt of a protest, the Director of Finance may, at his/her discretion, extend or postpone the deadline for receipt of Bids. The Director of Finance will answer the protest in writing not later than three (3) working days prior to the deadline date for receipt of Bids.

### **6.2 Selection Protests**

Following this announcement, a bidder may file a protest regarding the recommendation. A protest of the recommendation must be in writing and must be received by the OWASA Director of Finance not later than five (5) working days after the OWASA Announcement of Notice of Intent to Award Contract. OWASA will consider all protests regarding the recommended Bidder prior to executing the contract.

### **6.3 Filing Procedures**

Any and all protests filed with the OWASA shall:

1. Include the name and address of the protester.
2. Identify the procurement.
3. Contain a statement of the legal and factual grounds for the protest and any supporting documentation. The grounds for the protest must be fully supported.
4. Indicate the ruling or relief desired from OWASA.

Protests shall be filed with the OWASA Director of Finance, via personal delivery or courier to 400 Jones Ferry Road Carrboro, NC 27510; The Director of Finance will respond in detail to each substantive issue raised in the protest. With regard to a properly filed protest, OWASA's determination will be final.

## **7 COSTS AND DAMAGES**

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. OWASA will not be liable for damages to the Proposer filing the protest or to any participant in the protest, on any basis, expressed or implied.



### Specifications (Attachment A)

1. Intent of Specifications: Liquid ferric sulfate ( $(\text{Fe}_2(\text{SO}_4)_3 \cdot n\text{H}_2\text{O})$ ) is for use in the treatment of potable drinking water
2. Anticipated annual amount: 78 loads at 45,000 to 50,000 lb per load for a total of approximately 3,600,000 to 3,900,000 lbs per year
3. Liquid ferric sulfate (ferric) shall be delivered in tank truck quantities of approximately ~45,000lbs.
4. Ferric must be of high purity and made from material specifically for water treatment for the purpose of coagulation.
5. Specifications shall be as follows:

Formula	$\text{Fe}_2(\text{SO}_4)_3 \cdot n\text{H}_2\text{O}$
Product	Liquid Ferric Sulfate
Appearance	Dark Reddish-Brown Liquid
Specific Gravity	1.560-1.640
Molecular Weight (approximate)	399.8
Ferrous Iron ( $\text{Fe}^{2+}$ )	$\leq 0.15\%$
Free Acid (as $\text{H}_2\text{SO}_4$ )	$\leq 0.10\%$
Ferris Iron ( $\text{Fe}^{3+}$ )	12.3-14% by Weight
Iron (Fe)	12.5-14% by Weight
% Solids (insoluble material)	$\leq 0.10\%$

6. Liquid ferric sulfate must not contain the listed specific impurities in excess of the following limits by weight:

Arsenic	1.0 mg/kg
Antimony	1.0 mg/kg
Mercury	0.2 mg/kg
Barium	6.0 mg/kg
Beryllium	1.0 mg/kg
Cadmium	0.5 mg/kg
Chloride	100 mg/kg
Chromium	5.0 mg/kg
Copper	5.0 mg/kg
Cyanide	1.0 mg/kg
Fluoride	60 mg/kg



Lead	1.0 mg/kg
Magnesium	200 mg/kg
Manganese	120 mg/kg
Molybdenum	15 mg/kg
Nickel	40 mg/kg
Nitrate (as N)	75 mg/kg
Nitrite (as N)	75 mg/kg
Selenium	<0.1 mg/kg
Silver	11 mg/kg
Sodium	1000 mg/kg
Thallium	10 mg/kg
Titanium	100 mg/kg
Total Nitrate and Nitrite	150 mg/kg
TOC	15 mg/kg
Zinc	10 mg/kg
Calcium	200 mg/kg

7. Bidder must supply Certificate of Analysis document with each delivery and an affidavit of compliance with the bid which must specify by percentage the following chemicals and characteristics. All analysis must be performed using EPA approved analytical methods and/or by an accredited laboratory. Bidder must provide the lab's certification credentials.

%Ferric Iron ( $\text{Fe}^{3+}$ )

%Ferrous Iron ( $\text{Fe}^{2+}$ )

%Total Iron

%Free Sulfuric Acid

Liquid Specific Gravity

% Solids (insoluble material)

8. If any significant changes occur in the Contractor's manufacturing process a certified laboratory report with the items included in number 6 above must also be submitted to OWASA.
9. Bidders must supply a Safety Data Sheet (SDS) for liquid ferric sulfate in their bid proposal.
10. The price and billing price on liquid ferric sulfate shall be on the per wet pound basis and all billings shall be adjusted to this figure.



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11. Liquid ferric sulfate supplied under this contract shall be in accordance with American National Standards Institute/American Water Works Association standard for ferric sulfate - liquid, ANSI/AWWA B406-06, or latest revision and shall be approved by the National Sanitation Foundation (NSF-60) for use in drinking water treatment.
  12. Liquid ferric sulfate submitted for this bid shall be domestically produced from domestic raw materials, without exception. All material furnished by the successful bidder throughout the contract period shall be domestically produced from domestic raw materials, without exception.

Material Certification: An affidavit from the manufacturer or vendor must be furnished certifying that the liquid ferric sulfate submitted for this bid is domestically produced from domestic raw materials and certifying compliance with all other applicable requirements of these specifications. This certification must be submitted with the bid. Failure to submit proper certification may result in rejection of bid. If a liquid ferric sulfate submitted for this bid includes blended materials from non-domestic sources, then the bidder shall submit an affidavit that describes the materials used for manufacture and certifies that the non-domestic constituent meets strict quality control measures and will not impact or vary the quality of material supplied to OWASA or impact the availability of product supplied throughout the contract period. OWASA reserves the right to reject any liquid ferric sulfate submitted that contains materials blended from non-domestic sources.

13. Liquid ferric sulfate must not contain any soluble material or any organic substances in quantities capable of producing deleterious injuries or effects on those consuming water that has been properly treated with the chemical.
14. Liquid ferric sulfate must be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion-resistant materials.
15. Liquid Ferric sulfate must be free from extraneous and objectionable materials and shall be transported and delivered at such concentration and temperature that no freezing occurs.
16. Performance Evaluation: OWASA is committed to producing the highest quality water at the lowest possible cost. The primary use for liquid ferric sulfate at the Jones Ferry Road Water Treatment Plant is coagulation. To that end, staff recognizes that the lowest bid liquid may not prove to be the most cost effective based upon dosage requirements. OWASA reserves the right to conduct a performance analysis of each liquid ferric sulfate product as part of the bid evaluation process to assess the liquid ferric sulfate's coagulation and evaluate other physical characteristics of the liquid ferric sulfate as well as establish the resulting dosage requirements needed to achieve desired results. This performance assessment will be considered when evaluating the bids. OWASA may request the low bidder to furnish a sample of the material proposed to furnish together with a representative analysis sufficient to show that the product meets all provision of these specifications and should shipments not meet the specifications of the sample submitted, rejection may be made. Bidders shall provide references and technical information demonstrating the coagulation performance of their product. Bidders shall also provide a technical or product specialist to meet with plant operations and laboratory staff to review performance of their product during the bid process and at least once a year, if so desired by OWASA. NOTE: If the liquid ferric sulfate awarded for any reason does not perform in full scale plant



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evaluation as it did in performance testing, OWASA reserves the right to void the contract and accept the next bid or re-bid.

17. OWASA reserves the right to add or delete specific impurity listings as is required to meet all USEPA, SDWA, and NCDEQ water quality standards, and any newly regulated maximum contaminant level (MCL) which may be passed into law during the life of this contract. The vendor shall comply with any such changes that are required to its liquid ferric sulfate material, by whatever process changes that require, at no additional cost to OWASA.
18. Hazard Communication: This product is regulated by the “Hazard Communication Standard” issued by the Occupational Safety and Health Administration. The successful bidder shall fully comply with all federal, state, and local regulations regarding product labeling, packaging and safety including providing Safety Data Sheets with each shipment.
19. Packaging and Shipping: Trucks used to deliver liquid ferric sulfate shall be used only to haul the same products. The liquid ferric sulfate solution must be shipped in clean, suitably lined tanker trucks. Tanker trucks shall be in suitable condition for hauling liquid ferric sulfate and shall not contain any substances that might affect the use or usefulness of liquid ferric sulfate in treating municipal water supplies. The bulk shipments must be accompanied by certified weight certificates.
20. Delivery
  - a. The successful bidder shall be able to provide delivery within forty-eight (48) hours of notification by the Authority that re-supply is needed. The successful bidder shall also be able to provide shipping on consecutive days if desired by OWASA.
  - b. The truck driver shall have all safety equipment necessary as required by OSHA for the handling of liquid ferric sulfate when making delivery. The transfer of chemicals from the tanker truck shall be considered the responsibility of the successful bidder and the tanker truck operator. All truckers shall report to the Operator in charge on every delivery, and obtain their approval prior to starting the unloading operations. Plant personnel must be present at all times during unloading.
  - c. A certificate of analysis shall accompany each load to prove that the shipment is in compliance. OWASA reserves the right to reject a load if such a certificate of analysis is not present.
  - d. All chemical shipments will leave the chemical vendor’s facility with a seal. The seal will only be broken or removed in the presence of plant staff at the Jones Ferry Road Water Treatment Plant
  - e. All tanker and appurtenant valves used for the delivery of liquid ferric sulfate 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. Tanker trucks making deliveries shall be equipped with suitable unloading devices and sufficient discharge hose to transfer the liquid ferric sulfate from the truck to the storage tank which has a 2-inch male cam-lock connection.
  - f. Any tanker truck found leaking chemicals shall not be allowed to depart the facility until appropriate repairs are made by the successful bidder or his designated representative. Any tanker truck found leaking chemicals shall be considered as an emergency situation requiring immediate attention by the successful bidder.



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- g. The successful bidder and truck operator shall be responsible for cleanup of all spillage, contaminated matter, and the removal of all contaminated cleanup material. The contractor will be notified immediately of any spillage that is not cleaned up by truck driver.
  - h. Service Point:

Jones Ferry Road Water Treatment Plant  
400 Jones Ferry Road  
Carrboro NC, 27510

- i. Delivery Times  
7:00 AM – 4:00 PM, Monday - Friday

- 21. Rejection: OWASA reserves the right to analyze each truck load of liquid ferric sulfate upon arrival at the destination and reject such material for failing to meet one or more of the above specifications. All freight charges on rejected material shall be paid for by the successful bidder.
- 22. Security: The successful bidder will be required to follow all OWASA security measures and procedures.
- 23. Commitment of Supply: Each bidder must demonstrate to OWASA that OWASA will continue to receive an un-interrupted supply of product as required during the contract period. A letter of product commitment stating that sufficient material is available from the producer listed on the cover sheet, must be enclosed with the bid, showing the committed volume of product to cover the annual quantity required, and the ending date of the contract.
- 24. References: Each bidder shall submit a list of at least three (3) references from large municipal water utilities for which the liquid ferric sulfate being bid is or has been supplied by the bidder. References shall include name of utility, name of primary contact for the utility, and current contact information. This reference list must be submitted with the bid. Failure to submit this reference list may result in rejection of bid.
- 25. Special Requirements: At least 30 feet of discharge hose with 2” female cam-lock fittings to attach to OWASA offloading facilities. An air compressor or pump on each truck must be in good working condition. Each truck and driver must have OSHA required safety equipment. An OWASA employee must be present during offloading.
- 26. Onsite Contacts:

Bradley McBane  
Operations Supervisor  
[bmcbane@owasa.org](mailto:bmcbane@owasa.org)  
919-537-4258

Allison Spinelli  
Director of Water Resources  
[aspinelli@owasa.org](mailto:aspinelli@owasa.org)  
919-537-4229



Attachment B

BID SHEET

To: Orange Water and Sewer Authority  
400 Jones Ferry Road  
Carrboro, NC 27510

The undersigned, as the bidder, hereby declares that this bid is made without connection to any other person, company, or parties making a similar bid or proposal and that the bid is in all respects fair and in good faith, without collusion or fraud.

The bidder has carefully examined the specifications and instructions to bidders and hereby declares that bidder will furnish the equipment called for in the manner prescribed in the specifications and instructions to bidders for the following price:

Price Per Wet Pound (\$): \_\_\_\_\_ ( please do not include sales tax)

Estimated 3,900,000 pounds Price \_\_\_\_\_ ( please do not include sales tax)

\_\_\_\_\_  
Name of Business Submitting Proposal

\_\_\_\_\_  
Signature of Authorized Representative/Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email Address of Representative



Attachment B

Orange Water and Sewer Authority
Finance Department
400 Jones Ferry Road
Carrboro, NC 27510
ap@owasa.org

Name (as reported on your income tax return) \_\_\_\_\_

Business Name \_\_\_\_\_ Federal ID# \_\_\_\_\_ or SS# \_\_\_\_\_

Check one of the following:

\_\_\_ Corporation \_\_\_ Sole Proprietorship \_\_\_ Partnership \_\_\_ Other \_\_\_\_\_

Order Address

Payment Address

Street \_\_\_\_\_

Street \_\_\_\_\_

PO Box \_\_\_\_\_

PO Box \_\_\_\_\_

City \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Zip Code \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Terms \_\_\_\_\_

Discount \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Are you related to or have a professional relationship with any OWASA employee? \_\_\_ Yes \_\_\_ No
(If you answered yes, the Relationship Vendor Form should be completed and included with this bid)

Are you a minority business enterprise? \_\_\_ Yes \_\_\_ No

If you answered yes, please check the appropriate box:

\_\_\_ African-American \_\_\_ Hispanic

\_\_\_ American Indian \_\_\_ Female

\_\_\_ Asian American

\_\_\_ Socially and economically disadvantaged as defined in 15 U.S.C. 637

Product(s) and/or Service(s)

Please list the type product(s) and/or service(s) that your company can provide:

Three horizontal lines for listing products and services.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_



Orange Water and Sewer Authority  
Finance Department  
400 Jones Ferry Road  
Carrboro, NC 27510

**Relationship Vendor Form**

If you are related to or have a professional relationship with any employee of Orange Water and Sewer Authority, this form must be completed and included with this bid.

Vendor Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Related OWASA employee: \_\_\_\_\_

Relationship to employee: \_\_\_\_\_

**We agree that our relationship will not hinder or corrupt our professional relationship with Orange Water & Sewer Authority.**

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
OWASA Employee Signature

\_\_\_\_\_  
Date

**Orange Water and Sewer Authority is aware and understands these parties have a relationship with each other. The decision to authorize the use of this vendor was not influenced in any manner by the relationship referenced above.**

\_\_\_\_\_  
Department Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

## ATTACHMENT C



### CERTIFICATION REGARDING CONFLICT OF INTEREST

The Submitter is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing one of the following statements:

---

All Vendors should be aware of OWASA'S Code of Ethics, which prohibits OWASA Employees and Board Members from having certain relationships with persons or entities conducting (or proposing to conduct) business with OWASA and which prohibits the acceptance of gifts from Vendors. If the Vendor has an actual or potential conflict, the Vendor shall disclose any Conflict of Interest that may exist.

Conflicts of Interest (Potential or actual) will be evaluated by OWASA'S General Counsel to determine the proper course of action. Failure to comply with the provisions established above may render the vendor ineligible to participate in OWASA'S procurement process.

The Submitter hereby discloses no conflicts of interest.

DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBMITTER/COMPANY NAME: \_\_\_\_\_

**OR**

---

The Submitter hereby discloses the following circumstances that could give rise to a conflict of interest for the Submitter, any affiliates, any proposed subconsultants, and key personnel of any of these organizations. (Attach additional sheets as needed.)

## ATTACHMENT C

Name of the Individual/Company to which potential conflict of interest might apply:

\_\_\_\_\_

Nature of potential conflict of interest:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed Remedy:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBMITTER/COMPANY NAME: \_\_\_\_\_

## ATTACHMENT D

RFP Number (if applicable): \_\_\_\_\_

Name of Vendor or Bidder: \_\_\_\_\_  
\_\_\_\_\_

### IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

---

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

*Notes to persons signing this form:*

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.

# Attachment E

## Companies Boycotting Israel Divestment Act Certification Form

RFP/RFQ Number (if applicable): \_\_\_\_\_

Name of Contracting Party or Bidder: \_\_\_\_\_  
\_\_\_\_\_

### **COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. §147-86.81et seq. \***

Pursuant to N.C.G.S. §147-86.81, any person identified as engaging in a boycott of Israel, as defined by this Act. In addition, State agencies must divest from investments in such restricted companies, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

As of the date listed below, the supplier or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.81.

The undersigned hereby certifies that he or she is authorized by the contracting party or bidder listed above to make the foregoing statement.

---

Signature

Date

---

Printed Name

Title

N.C.G.S. §147-86.81 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. § 147-86.81(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Divestment-Acts-Resources.aspx> and will be updated every 180 days.

\* Note: Enacted by Session Law 2017-193 as N.C.G.S. §147-86.81et seq.

**Attachment F**



**NON-COLLUSION AFFIDAVIT**

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion affidavit, the Contractor certifies, under penalty of perjury according to North Carolina law, their compliance with non-collusion standards. This affidavit affirms the Contractor's adherence to the required non-collusion guidelines without any exceptions.

**SIGNATURE OF PREQUALIFIED BIDDER**

Name of Prequalified Bidder \_\_\_\_\_  
Print or type name

Address as Prequalified \_\_\_\_\_

Signature of Prequalified Bidder \_\_\_\_\_  
Print or type Signer's Name

Signature of Witness \_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

**ATTACHMENT G**

(BIDDER TO COMPLETE AND RETURN WITH BID)

List Three (3) References from chemical facilities previously supplied

**REFERENCE NO. 1 - COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**REFERENCE NO. 2 - COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**REFERENCE NO. 3 - COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**REFERENCE NO. 4 - COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**REFERENCE NO. 5 - COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**ATTACHMENT- H**

**IFB RESPONSE CHECKLIST**

# Bidder Response Checklist

ALL FORMS AND REQUIRED INFORMATION BELOW MUST BE COMPLETED AND INCLUDED WHEN YOU SUBMIT YOUR BID PACKAGE:

## Bidder Attachments

The Bidder must complete the following table identifying all the other documents that are being attached as part of the IFB response.

**Table 1 Vendor Attachment Checklist**

Item #	Attachment Name	Attachment Provided?	
		YES <input type="checkbox"/>	NO <input type="checkbox"/>
1	BID Form (Attachment B)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2	E-Verify Form (Attachment C)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3	Certificate Regarding Conflict-of-Interest Form (Attachment D)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4	Iran Divestment Act Form (Attachment E)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5	Companies Boycotting Israel Divestment Act Form (Attachment F)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6	Non-Collusion Form (Attachment G)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7	Reference Form (Attachment H)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8	Response Checklist (Attachment I)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9	Provide Safety Data Sheets (SDS)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
10	Provide a Certificate of Analysis (COA)	YES <input type="checkbox"/>	NO <input type="checkbox"/>

<b>Item #</b>	<b>Attachment Name</b>	<b>Attachment Provided?</b>	
<b>11</b>	Provide Delivery Lead Time for an Order	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>12</b>	Provide three references from facilities (not finance department) previously supplied	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>