

**COUNTY OF MOORE
NORTH CAROLINA**

INVITATION FOR FORMAL BIDS

ISSUE DATE: **June 17, 2022**

IFB#: **2022-08**

TITLE: **CHEMICAL PURCHASE**

ISSUING DEPARTMENT:

**County of Moore Financial Services
Attn: Terra Vuncannon
206 S. Ray Street
P. O. Box 905
Carthage, NC 28327**

Sealed Bids will be received until **4:30 p.m., Thursday, June 30, 2022** from qualified vendors for Chemical Purchases County of Moore Public Works Department. **For your convenience, a Bid Drop-Off Box is located in the lobby at 206 South Ray Street.** All inquiries for information concerning Instructions to Bidders, Bid Submission Requirements or Procurement Procedures shall be directed to (in writing):

**Terra Vuncannon, Purchasing Manager
206 S. Ray Street
Carthage, NC 28327
(910) 947-7118 (Telephone)
tvuncannon@moorecountync.gov**

Sealed Bids shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Invitation for Bids. It is the sole responsibility of the Bidder to ensure that its bid reaches the Issuing Department by the designated date and hour indicated above.

In compliance with the Invitation for Bids and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services and install the goods described in accordance with the attached signed bid.

Firm Name: _____ Date: _____

Address: _____ Phone: _____

By: _____
(typed)

By: _____
(signed)

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INSTRUCTIONS TO BIDDERS

1. **Sealed Bids shall be submitted to the Issuing Department- Attn: Terra Vuncannon and include the enclosed Bid Form.** In order for a bid to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this Formal Bid. The County of Moore (County) reserves the right to make an award in whole, or in part, and to reject any and/or all bids, and to waive any informality in bids unless otherwise specified by the Bidder. The Bidder shall sign the bid correctly and bids may be rejected if they show omissions, alterations of form, additions not called for, conditional proposals or any irregularities of any kind.
2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. Do not include sales tax in bid figures. The County pays sales tax and will add this to your proposal figures separately when invoices are paid. All price quotes shall include delivery to the delivery point, installation and set-up charges, as necessary. Goods shall be set in place ready for owner's use. All goods shall be new and of industry standard quality. No remanufactured, refurbished or used goods will be accepted.
3. After the Bid issue date, all communications between the Issuing Department and prospective Bidders shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Terra Vuncannon at the address listed on page one if this solicitation or via e-mail to tvuncannon@moorecountync.gov. All questions concerning this Formal Bid shall reference the section and page number. Questions and responses affecting the scope of the goods will be provided to all prospective Bidders by issuance of an Addendum. **All written questions shall be received by the Issuing Department no later than 10:00 am Thursday, June 23, 2022. NO EXCEPTIONS.** This includes any request for substitution or "or equal" items. All addenda pertaining to this Bid will be posted on the County website at www.moorecountync.gov within 24 – 48 business hours after the deadline for questions. **It is the bidder's responsibility to check the website for the addenda.**
4. The County will not be responsible for any oral instructions. Should a Bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, s/he should at once notify the Issuing Department in writing, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the bid shall be noted on the Bid Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof. **It is the Bidder's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned with the bid.**
5. Bids will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted shall be held firm, and no bids may be withdrawn until **90 days** after proposal opening date. The County reserves the right to conduct any test/inspection it may deem advisable to ensure services/materials/supplies/equipment, as appropriate, conform to specifications.
6. Pursuant to North Carolina General Statutes Section 143-129, "award shall be made to the lowest responsible, responsive bid or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract."

7. The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer's most favorable commercial warranty. Each Bidder shall plainly set forth the warranty for the goods in the proposal. Operations and maintenance manuals for equipment shall also be provided, as specific and appropriate.
8. All purchases for goods or services are subject to the availability of funds for this particular purpose.
9. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
10. The County of Moore is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County. All contractors performing work/services at a County facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County's premises, including but not limited to, race, religion, age, color, sex, national origin or disability. Such harassment is unacceptable and will not be condoned in any form at the County of Moore. If such conduct occurs, the contractor will take all necessary steps to stop it and prevent its future occurrence. This policy shall be strictly enforced.
11. For all the work being performed under this Contract, the County of Moore has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the Bidder/contractor must make the materials to be audited available within one (1) week of the request for them.
12. All Bidders must complete and submit the Vendor Application Form with their proposal package. This information will be used to create or update the County's Vendor file.
13. Bidders are cautioned that this is a formal bid, not a request for contract, and the County of Moore reserves the right to reject any and/or all bids. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the County.
14. Bids will be tabulated, evaluated and a recommendation presented to the County Manager and/or County of Moore Board of Commissioners for their approval.
15. Any and all exceptions to the Specifications must be stated in writing, giving complete details of what is to be furnished in lieu of requested Specifications.
16. The County of Moore reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon forty-five (45) days' notice to the Bidder(s). Any contract cancellation shall not relieve the Bidder(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.
17. **Bids in one (1) original and one (1) copy will be received from each bidder in a sealed envelope or package.** Each original shall be signed and dated by an official authorized to bind the form. Unsigned bids will not be considered.

18. Upon receipt by Moore County Financial Services, your Bid is considered a public record except for material which qualifies as “trade secret” information under N.C. Gen. Stat. 66-152 et. seq. After the Bid opening, your Bid may be reviewed by the County’s evaluation committee, as well as other County staff and members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Bidder must take the following precautions: (a) any trade secrets submitted by a Bidder must be submitted in a separate, sealed envelope marked “Trade Secret — Confidential and Proprietary Information — Do Not Disclose Except for the Purpose of Evaluating this Proposal,” and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Bid, each Bidder agrees that the County may reveal any trade secret materials contained in such response to all County staff and County 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 by the County to assist in the selection process. Furthermore, each Bidder agrees to indemnify and hold harmless the County 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 Bidder has designated as a trade secret. Any Bidder that designates its entire Proposal as a trade secret may be disqualified.

21. Bidder shall comply with the North Carolina Workers’ Compensation Act and shall provide for the payment of workers’ compensation to its employees in the manner and to the extent required by such Act. In addition the Provider shall maintain, at its expense, the following minimum insurance coverage:

General Liability - \$2,000,000
Auto Liability - \$2,000,000
Umbrella Coverage - \$5,000,000

19. The following must be included in the Bid Packet to be considered a responsive bid:
Signed Bid Form (must acknowledge addenda)
Notarized Non-Collusion Affidavit
Notarized E-verify Affidavit
W-9 Form

SPECIFICATIONS REQUIRED

Scope of Work:

The Moore County Public Works Department is seeking bids for August 1, 2022 – June 30, 2023.

Below are estimated quantities for this time frame.

1. 17,000 gallons of Caustic Soda 50%
2. 8,000 gallons of Sodium Hypochlorite 15%
3. 600 gallons of OP 50 Phosphate Solution

Items are total quantity but will be delivered in smaller quantities, 300-400 gallons, at a rate of every 3-4 months. Items must be delivered in small box truck due to limited space to turn around. Vendor must supply pumping equipment to transfer from vendor totes to purchaser tanks.

Please include any fuel surcharge.

Vendor will be responsible for all safety compliance during off-loading.

BID FORM

Sealed Bids will be opened at **4:30 p.m., Thursday June 30, 2022** in Financial Services, County of Moore, 206 S. Ray Street, Carthage, NC 28327.

For your convenience, a Bid Drop-Off Box is located in the lobby at 206 South Ray Street.

Use this form only for submitting bids. In submitting your bid, keep in mind that any alterations, changes in bid format, etc. will make it difficult to evaluate bids. All items should be in the units, quantities, units of measurement, etc. specified. Do not submit alternates unless requested. The County of Moore shall reserve the right to reject any and/or all bids.

CHEMICAL	TOTAL GALLONS	COST PER GALLON
Caustic Soda 50%	17,000	
Sodium Hypochlorite 15%	8,000	
OP 50 Phosphate Solution	600	

➤ Fuel Surcharge (per lb.): \$ _____

➤ List any additional charges:

○ _____

○ _____

SDS SHEET MUST BE INCLUDED WITH BID FORM

I certify that the contents of this bid are known to no one outside the undersigned, and to the best of my knowledge all requirements have been complied with.

Date _____ **Authorized Signature** _____

Authorized Signatory Name/Title: _____

Authorized Signatory E-mail: _____

Receipt of the following addendum (if applicable) is acknowledged:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

NON-COLLUSION AFFIDAVIT

State of North Carolina
County of Moore

I _____, being first duly sworn, deposes and says that:

He/She is the _____ of _____, the Bidder that has submitted the attached bid;

He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Neither the said Bidder nor any of its officers, partners, owners’ agents, representatives, employees or parties of 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 or to fix overhead, profit or cost element of the bid price of any other Bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Moore or any person interested in the proposed contract; and,

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.

Title

State of North Carolina
County of _____
Subscribed and sworn before me,
This _____ day of _____, 2022

Notary Public
My commission expires: _____

Moore County E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF MOORE

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

Executed, this ____ day of _____, 2022.

Signature of Affiant
Print or Type Name: _____

State of North Carolina
County of _____

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 2022
My Commission Expires:

Notary Public

||
||
(Affix Official/Notarial Seal)

