



New Castle County
Purchasing Division
87 Reads Way
New Castle, DE 19720
(302) 395-5250

Bid #23A-110

LIQUID ALUMINUM SULFATE

New Castle County is seeking sealed bids for Liquid Aluminum Sulfate, Bid # 23A-110.

Bidders are asked to submit sealed bids to New Castle County Purchasing Division, New Castle County Government Center, 87 Reads Way, New Castle, DE 19720. Bids must be received by **2:00 p.m. on Wednesday, July 13, 2022** and must be provided within a sealed envelope.

Questions concerning the project should be submitted in writing via email to Robin Allen Purchasing Agent, at robin.allen@newcastlede.gov by **Noon, Tuesday, July 5, 2022**.

INSTRUCTIONS FOR BID SUBMISSION

- Sealed envelopes must clearly display Liquid Aluminum Sulfate, Bid # 23A-110 in the lower left quadrant on the front.
- Facsimile transmissions of bids are unacceptable and will be rejected without any notice to the bidding vendor.
- Bidders are responsible to retrieve the bid specifications and all addendums from the New Castle County Purchasing website at www.newcastlede.gov/Bids.aspx.

Temporary Instructions During COVID-19 Pandemic

Due to the coronavirus (COVID-19) emergency declared by the State of Delaware, New Castle County bid responses may be accepted electronically at bids@newcastlede.gov and the electronic receipt will serve as the official time stamp with hard copies to follow by mail, provided that the hard copy mailed shall match the electronic submission without exception.

In addition, New Castle County bid openings shall be recorded and published without in person attendance (provided that bid receipts are certified by the County) and will be timely announced on bids.newcastlede.gov.



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Pursuant to New Castle County Code and Delaware State Law, no contract will be awarded to any vendor unless, before or in conjunction with the actual award of the contract to such vendor, has submitted proof satisfactory to the County, or to the awarding agency, or the designated representative of the County or the awarding agency, as the case may be, that it and each and every subcontractor named by it in its bid, if any, will at the time it submits such proof have valid and effective licenses required by the State and the County, and the political subdivisions, if any, in which the project is located, and the United States government, in order for each of them (i) to do business therein; (ii) to comply with all tax laws thereof; and (iii) to perform the labor and/or supply the material involved in the performance of the contract.

Awards, if any, will be made in conjunction with the Delaware Code, Subchapter 2, Chapter 69, Title 29, and the New Castle County Code.



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SUMMARY OF PURCHASING REQUEST

SCOPE OF WORK | SPECIFICATIONS

It is the intent of New Castle County to award an annual contract for Liquid Aluminum Sulfate, Commercial Grade, as specified herein.

REQUIREMENTS

CHEMICAL PROPERTIES

Component	Specification Limits		
	Min.	Max.	Typical
Al ₂ O ₃ (H ₂ O Sol.)	8.0%	8.5%	8.3%
Fe as Fe ₂ O ₃	-	0.35%	0.080%
Basicity as Free Al ₂ O ₃	0	0.5%	0.15%
Insoluble	-	0.2%	0.03%

PHYSICAL PROPERTIES

Baume @ 60oF	36.2
Specific Gravity @ 60oF	1.33
Freezing Point (Approx.)	+ 9oF
Boiling Point (Approx.)	214oF
Weight Per Gallon	11.11
Pounds of Dry Alum Per Gallon	5.43
Dry 17% Alum	48.86%

QUALITY

Must meet the specifications of American Water Works Association Standard B403-03 for the treatment of potable water systems, and also must be certified by NSF as meeting Standard 60.

DELIVERY

Delivery shall be to MOT Wastewater Treatment Plant, Old Corbit Rd., Odessa, DE

Delivery shall be on an on-call basis, and delivery shall be guaranteed within two (2) work days.



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Delivery shall include pumping material into existing 12,500 gallon storage tank. Tank access shall be through piping located on the exterior of the filter building.

Delivery shall include all hose, hose adaptors, valves, or other appurtenances necessary to deliver material into the storage tank.

Delivery shall be performed between the hours of 7AM and 3PM, Monday thru Friday.

Pursuant to New Castle County Code, Section 2.05.502A11b., New Castle County has the right to specify a particular brand to match existing inventory. Therefore, no substitutions will be permitted.

FUNDING OUT

The continuation of this contract is contingent upon funding appropriated by New Castle County Council.

FORM OF PROPOSAL/COST

Please provide cost as specified for this purchasing request on the Pricing Page showing price per gallon delivered.

Price bid (per gallon) shall represent the complete cost. No delivery fee, travel time, etc, shall be added to the invoice. Bid pricing shall be based upon the typical chemical properties specified, herein.

New Castle County will whenever possible coordinate delivery to require full tanker loads.

BASIS OF AWARD

The Division of Purchasing shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on the basis of price, product evaluation, and prior history of service capability.

The Division of Purchasing reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, award by sections, item by item, or lump



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sum total, whichever may be most advantageous to New Castle County. There is no guarantee that New Castle County will grant to any awardee any request for services and/or products.

Pursuant to County Code, New Castle County reserves the right to purchase goods, contractual, and professional services from other governments and cooperative purchasing agreements when it is determined by the Office of Technology and Administrative Services to be in the best interest of the County.

INDEMNITY

Vendor shall indemnify, defend, and hold harmless New Castle County from and against any and all claims, demands, suits, judgments, costs, and expenses asserted by a person or persons, including, but not limited to, agents, employees, or volunteers of vendor, by reason of death or injury to persons, or loss or damage to property, resulting from operations or use of services, products and/or equipment purchased hereunder, or sustained in or upon the premises of New Castle County.

STATE OF DELAWARE BUSINESS LICENSE

Within seven (7) days from receiving a notice of award, the successful vendor shall either furnish the County with proof of a Delaware Business License or initiate the process of application where required. <https://onestop.delaware.gov/>

CONTRACT ACCESSIBILITY

This contract shall be accessible to State agencies, political subdivisions, school districts, and volunteer fire companies.

CONFIDENTIALITY

All documents submitted as part of the vendor's bid/proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than New Castle County's Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

New Castle County is a public agency and is subject to the Freedom of Information Act (FOIA). State Code Title 29, Chapter 100. Vendor(s) are advised that once a proposal/bid is received by



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New Castle County and a decision on contract award is made, its contents will become public record, and nothing contained in the proposal will be deemed to be confidential except those proprietary items marked as "trade secrets".

SUPPLIER DIVERSITY

New Castle County encourages supplier diversity. Please provide information on your firm's effort to encourage supplier diversity in your workforce and in the selection of sub-contractors.

MINORITY

Minority and Women-owned Business Enterprises (MWBE) will be afforded full opportunity to submit proposals and will not be subject to discrimination on the basis of race, color, national origin, sex, religion, age, disability, or sexual orientation in the consideration of this award.

MATERIAL SAFETY DATA SHEETS (MSDS)

If required by State or Federal regulations, the awarded vendor must provide the MSDS sheets to the Risk Management Division and to the requesting department.

REQUIRED INSURANCE

Workers' Compensation & Employer's Liability Insurance

Vendor shall purchase and keep in force and effect workers' compensation insurance that will provide the applicable statutory benefits for all of the vendor's employees who may or do suffer covered injuries or diseases while involved in the performance of their work for the Vendor; and, even if permitted to do so by statute, Vendor shall not reject any workers' compensation insurance option that, in the absence of such a rejection, would be applicable to any of the said employees. The policy providing the workers' compensation insurance shall include: (1) broad form all-states coverage; (2) an endorsement that specifically waives any subrogation rights the insurer would otherwise have against New Castle County, its officials or employees.

Vendor shall purchase and keep in force and effect, Employer's Liability insurance with minimum limits for each employee of \$1,000,000 for each bodily injury by accident, or occupational disease, and \$1,000,000 aggregate minimum limits for all bodily injuries by



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accidents and occupational diseases within the coverage period, regardless of the number of employees who may sustain bodily injuries by accident or occupational disease.

Automobile and General Liability Insurance

Vendor shall purchase: (1) motor vehicle liability coverage, for owned, hired and non-owned vehicles, covering any and all claims for bodily injury and property damage that arise out of Vendor's performance of work for New Castle County, (2) comprehensive Commercial General Liability (CGL) insurance with limits of no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The CGL policy shall be extended by endorsement or otherwise to also include (a) coverage for Contractual Liability assumed by Vendor, with defense provided in addition to and separate from policy limits for indemnities of the named insured, (b) coverage for Independent Contractor Liability providing coverage in connection with such portion of the Services being subcontracted prior to any of the Services being subcontracted, in accordance with the terms and conditions of this Agreement, (c) coverage for Broad Form Property Damage Liability, (d) coverage for Personal Injury and Advertiser's Liability, (e) products and completed operations.

() **Professional Liability Insurance** (applicable if checked)

Each vendor of professional services for whom this provision is applicable shall provide professional liability insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. All insurance required under this contract except workers' compensation, employer's liability, and professional liability (if applicable) shall be provided on a policy(s) that specifically names New Castle County, its officials and employees as additional insureds. Each policy shall provide an endorsement that specifically waives any subrogation rights the insurer would otherwise have against New Castle County, its officials or employees.

Each policy shall be endorsed to require the insurer to give New Castle County at least thirty (30) days' advance written notice of the insurer's intention to cancel, refuse to renew, or otherwise terminate the policy, suspend or terminate any coverage under the policy, or reduce any policy limits, increase any policy deductibles, or otherwise modify or alter any terms or conditions of the policy or renewal issued by the same insurer.

Each policy shall be written by a carrier licensed by the State of Delaware to do insurance business of the type involved in the State of Delaware, and which has, and maintains for the life of this contract, at least an "A" rating from the A.M. Best Agency with "Stable" outlook.



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Any change in this rating or outlook must be related to New Castle County by the Vendor or insurance carrier as soon as possible upon learning of same, and the Vendor shall use due diligence with its insurance broker or carrier to keep track of same.

All insurance required under this contract except workers' compensation, employer's liability and professional liability shall expressly provide that such insurance shall be primary insurance, and any similar insurance in the name of Vendor shall be excess and non-contributing.

Deductibles for insurance provided under this contract shall not exceed five percent (5%) of policy limits.

DELAWARE LABOR

New Castle County encourages the use of Delaware Labor. Please specify the office location(s) and percentage of the primary and sub-consultant (if applicable) that will be provided by each office.

COOPERATIVE CONTINGENCY

Pursuant to County Code, New Castle County reserves the right to purchase goods, contractual, and professional services from other governments and cooperative purchasing agreements when it is determined by the Office of Technology and Administrative Services to be in the best interest of the County.

LENGTH OF CONTRACT

From *date of award through June 30, 2023* pricing shall be firm for the length of the contract. This contract may be extended for a period of three (3) years, one (1) year at a time, by mutual agreement of both parties.

ADDITIONS

New Castle County may require other related services, products, and/or equipment not specifically listed. Vendor may be given the opportunity to provide a quote. Should New Castle County deem the quote to be non-competitive, New Castle County reserves the right to seek proposals from other vendors.



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PRICING PAGE

Liquid Aluminum Sulfate \$_____ per gallon (delivered) = \$_____/Dry Tons



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NON-COLLUSION STATEMENT

By signing below, the Vendor certifies they have neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, and further certifies that it is not a subcontractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation.

SIGNATURE PAGE

Company Name: _____

Company Address: _____

Company Tax ID #: _____

Authorized Representative Printed Name: _____

Authorized Representative Email Address: _____

Authorized Representative Telephone #: _____

Authorized Representative Facsimile #: _____
(if applicable)

Authorized Representative Signature: _____

Date Signed: _____

How did you hear about this opportunity? _____



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AUTHORIZED REPRESENTATIVE PROCUREMENT AFFIDAVIT

I HEREBY AFFIRM THAT:

I am the (title) _____ and I am duly authorized to represent and bind (business) _____ (the "Business"), and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies has been excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and non-financial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for non-procurement suspension and debarment.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, AFTER DILIGENT INQUIRY.

Name: _____

Title: _____
(Authorized Representative and Affiant)

Signature: _____

Date: _____