



November 10, 2022

**STATE OF ALABAMA  
COUNTY OF SHELBY**

**INVITATION TO BID – ORTHO/POLYPHOSPHATE BLEND LIQUID**

Sealed bids for **ORTHO/POLYPHOSPHATE BLEND LIQUID** will be received in the office of the County Manager, Administration Building- Shelby County, 200 West College St, Room 123, Columbiana, Alabama 35051 until **2:30 p.m. November 22, 2022** at which time bids will be publicly opened and read. The Shelby County Commission reserves the right to reject any or all bids and to waive informalities in awarding this bid to the lowest bidder. Bidders are to state that bids submitted are firm and that no claims for errors will be made after bids are opened and subsequent thereof. If you have any questions concerning this bid, please contact Shane Lovett at [slovett@shelbyal.com](mailto:slovett@shelbyal.com).

**GENERAL INFORMATION**

All bidders must use our form for submitting their bids. All bids must be sealed and marked in the lower left corner "**BID – ORTHO/POLYPOHOSPHATE BLEND LIQUID**" with opening date and time. Late bids will not be opened.

Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request. If contract is awarded to someone other than lowest bidder, a note of explanation will appear in the file and Commission Minutes.

Should there be a change in ownership or management the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. The contract is not transferable by either party.

The County may cancel this contract at any time for any reason, provided a thirty day written notice is given.

### **DISQUALIFICATION OF BIDS**

Bids may be disqualified before awarding of the contract for any of the following:

- A. Failure to mark envelope as required;
- B. Failure to sign or notarize the bid document; or
- C. Failure to include requested information or other details of the bid.

### **IMMIGRATION LAW**

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

### **OPEN TRADE**

By signing this contract, vendor agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

### **METHOD OF AWARD**

The award will be made to the lowest responsive bidder meeting specifications. It is not the policy of The Shelby County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, and past service and experience are among the factors that may be considered in determining the responsive bidder.

The Shelby County Commission reserves the right to award separate contracts for each item, each product, or any combination of products if in the best interest of the Shelby County Commission.

Shelby County requires a purchase order for all purchases/services. Copies of purchase orders shall be required by vendor for orders to be processed and invoices paid.

**Please provide your bid response in triplicate, one original and two copies.**

  
Chad Scroggins  
County Manager

# **GENERAL CONDITIONS FOR ORTHO/POLYPHOSPHATE BLEND LIQUID**

## **I. CONTRACT PERIOD**

The period of this contract will be for NINETY (90) DAYS from date bid is awarded. This contract may be renewed for up to THREE (3) YEARS from the initial award date upon the agreement of both parties. Bid price will remain firm during the period of the contract.

## **II. DELIVERY**

Deliveries shall be made within seven (7) working days from the date of order. The vendor shall notify Water Plant Operator or Shelby County Water Services personnel (the person who ordered the product) of any problems in meeting the mandatory seven (7) working day deadline and the vendor must schedule specific delivery day and time with personnel if the deadline is not met. Excessive failure to deliver within seven (7) working days shall be grounds for rejection of the vendor for future purchases, at the sole discretion of Shelby County. Bulk deliveries of chemicals, if ordered, shall be made in tanker truck. For all chemical deliveries, the truck must be equipped with all the means to safely convey the chemical from the truck to the storage tanks. Any spillage or leakage shall be the responsibility of the vendor.

All quoted prices shall include delivery charges. Deliveries shall be made to the following addresses:

Shelby County South Water Treatment Plant  
7935 Highway 61  
Wilsonville, AL 35186

Talladega/Shelby Water Treatment Plant  
289 First Road  
Childersburg, AL 35044

## **III. CHEMICAL DELIVERIES**

Deliveries of totes and/or bulk shall be made to either of the water treatment plants in accordance with plant operator instructions at the Talladega/Shelby Water Treatment plant located near Childersburg and at the Shelby County South Water Treatment Plant located in Wilsonville. Orders may include one or more delivery sites.

For all bulk loads of chemicals, supplier shall provide all necessary hoses and fittings to safely offload the product into the designated tanks by plant personnel. Prior to first delivery, supplier needs to visit site to understand the layout and what hoses and fittings will be needed for deliveries.

Drivers shall not make connections nor initiate offloading procedures until authorized to do so by the plant operators. Drivers will be required to wear



protective clothing and equipment in accordance with OSHA rules during unloading of the product. Driver will monitor unloading to insure that delivery is discontinued if a problem during unloading develops.

The supplier shall be responsible for cleanup of any spills resulting from the delivery or occurring during unloading of the product.

#### **IV. BILLING**

Invoice payments shall be based solely on total certified weight ticket and the vendors stated bid price. Product shall be billed in **pounds of product shipped** and all prices shall include shipping. Shelby County Water Services does require a Purchase Order for every order placed. Shelby County Water Services is tax exempt (tax exempt #63-6001694).

All invoices shall be billed to:  
Shelby County Water Services  
200 West College Street, Room 145  
Columbiana, AL 35051  
[ap-water-landfill@shelbyal.com](mailto:ap-water-landfill@shelbyal.com)

#### **V. ESTIMATED ANNUAL USE**

Products will be ordered on an *AS NEEDED* basis. Minimum quantities for chemical orders, other than bulk orders, may be one (1) tote or one (1) pallet. Estimated quantities for products are:

Annual use is approximately 100,000 pounds per year.

#### **VI. BID QUALIFICATIONS**

All BIDDERS must submit product information with bids. Information to be submitted must show the product proposed meets all the specifications listed below and list **ALL EXCEPTIONS** to the specifications in a separate document.

# QUOTATION SHEET

## Shelby County Water Services

**BID: Ortho/Polyphosphate Blend Liquid**

Price for Totes delivered to either  
Talladega/Shelby WTP or Shelby County \$ \_\_\_\_\_/lb of Product shipped.  
South WTP:

Price for bulk tanker loads delivered to  
either Talladega/Shelby WTP or Shelby \$ \_\_\_\_\_/lb of Product shipped.  
County South WTP

**THE UNDERSIGNED OFFERS THESE PRICES, TERMS, AND DELIVERY AS PER BID  
GENERAL CONDITIONS AND SPECIFICATIONS:**

**NAME OF COMPANY:** \_\_\_\_\_

**BY: (Please Print):** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**COMPANY ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**BID BOND:** \_\_\_\_\_

**(If Applicable)**

**BIDS SUBMITTED ARE FIRM AND NO CLAIMS FOR ERRORS WILL BE MADE AFTER  
BIDS ARE OPENED AND SUBSEQUENT THEREOF.**

**Sworn to and subscribed before me this**

**the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

\_\_\_\_\_, **Notary Public**

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

## **BID SPECIFICATIONS FOR ORTHO/POLYPHOSPHATE BLEND LIQUID**

- A. The Ortho/Polyphosphate Blend Liquid (product) shall be an effective sequester ant and scale/corrosion inhibitor for the filtered water. The PRODUCT shall provide optimum corrosion protection for the distribution system. The material shall be Quantichem 436 or equal as determined by Shelby County. The PRODUCT shall be completely soluble in water.
- B. The PRODUCT must be NSF Standard 60 approved for use as an additive to potable water. Proof of NSF certification for the site of manufacture and the blending site should be supplied with the bid documents. If bidder is not the original manufacturer, the original manufacturer must be identified and NSF certification provided for manufacturer's plant. If this certification is not furnished with the bid, it must be furnished within five (5) days of request by Shelby County. Failure to submit proper and correct documentation within the allotted time shown above is grounds for rejection of bid.
- C. PRODUCT shall be a 50/50 blend of Orthophosphate and Polyphosphate by weight with the following typical properties:
  - a. Specific Gravity: 1.3 – 1.4 @ 15.5°C
  - b. Phosphate Content (as PO<sub>4</sub>): 36% ± 1% by weight
  - c. Polyphosphate Content (as PO<sub>4</sub>): 18% ± 1% by weight
  - d. Orthophosphate Content (as PO<sub>4</sub>): 18% ± 1% by weight
- D. PRODUCT must function as a corrosion inhibitor by lowering the corrosivity of distributed water to iron, manganese, lead and zinc. Phosphate supplied must be effective in control of lead and copper corrosion to the extent that the established 90<sup>th</sup> percentile level of lead remain below 5 micrograms per liter and 0.65 milligrams per liter for copper. At no time shall the action level for lead and copper be exceeded during the proper application of this PRODUCT.
- E. PRODUCT must contain no bimetallics, such as zinc and have a pH range of 5.0 – 7.0.
- F. Use of product must not cause increased bacterial counts in the distribution system, or cause increased bacterial regrowth, as measured by HPC.
- G. PRODUCT must not increase the chlorine demand in the distribution system.
- H. Bidder must furnish with the bid a Certificate of Analysis from an independent third party laboratory certified by EPA in their home state for SDWA, or NPDES compliance analyses. Bidder certification by its own laboratory is not acceptable. The Certificate of Analysis sheet(s) must either accompany the completed bid package or be furnished with five (5) days notification by Shelby County. Failure to furnish the sheet(s) within the five (5) day period will be just cause for removal of the bid from further consideration.

- I. All shipments must be handled in compliance with all DOT and EPA regulations for the transport and handling of the material.
- J. Actual laboratory analysis of percentage PO<sub>4</sub> must accompany bills of lading for each shipment.
- K. Supplier should furnish current Material Safety Data Sheets with bid response.
- L. Local service is required during the contract period in support of chemical usage. Identify name, address, and phone number of individual responsible for technical assistance and service.
- M. A certified weight ticket showing gross, net, and tare weights shall accompany each shipment.