



**Invitation for Bid No. 2021-084
Sodium Aluminate**

Due Date: June 8, 2021
Time: 2:00 PM Local Time
Submittal Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Procurement Contact:

Vicky Watts, CLGPO
Senior Procurement Specialist
704.283.3601
vicky.watts@unioncountync.gov

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2 NOTICE OF ADVERTISEMENT

**Union County, North Carolina
IFB No. 2021-084
Sodium Aluminate**

Sealed bids for Sodium Aluminate will be received by the Union County Procurement Department *until* ***2:00 PM** local time on **June 8, 2021** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112. The public bid opening will be conducted outdoors, in the front entrance area of the Union County Government Center at the specified bid date and time. **Late bids will not be accepted.**

On June 8, 2021, beginning at ***1:30 PM** local time, bids will be received by the Union County Procurement Department at the bid opening location, outdoors in the front entrance area of the Union County Government Center at 500 North Main Street, Monroe, NC 28112. *If you plan to attend the bid opening social distancing rules apply.*

If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED – 2021-084" and shall be addressed to Union County Procurement Department, Attn: Vicky Watts, 500 North Main Street, Suite 709, Monroe, NC 28112.

Union County, North Carolina, through its Public Works – Water & Wastewater, is soliciting bids from qualified firms for purchase and delivery of Sodium Aluminate for wastewater treatment.

Copies of the solicitation may be obtained from the locations listed below:

1. Download the Bid Documents from the Union County Website www.unioncountync.gov (Procurement Page, Current Bids).
2. Download the Bid Documents from the State of North Carolina IPS Website www.ips.state.nc.us (Bid by Departments, search County of Union).

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page (vicky.watts@unioncountync.gov). Deadline for questions is **May 19, 2021 at 2:00 PM** local time.

Bidders are required to comply with the non-collusion requirements set forth in the Bidding Documents.

The County reserves the right to reject any and/or all bids, including, without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The County also reserves the right to waive informalities.

Bidders are required to comply with the non-collusion requirements set forth in the Bidding Documents.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

End of Advertisement

3 BID SUBMISSION

3.1 BID SUBMISSION DEADLINE

Sealed bids for Sodium Aluminate will be received by the Union County Procurement Department *until* ***2:00 PM** local time on **June 8, 2021** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112. The public bid opening will be conducted outdoors, in the front entrance area of the Union County Government Center at the specified bid date and time. **Late bids will not be accepted.**

On June 8, 2021, beginning at ***1:30 PM** local time, bids will be received by the Union County Procurement Department at the bid opening location, outdoors in the front entrance area of the Union County Government Center at 500 North Main Street, Monroe, NC 28112. *If you plan to attend the bid opening social distancing rules apply.*

3.2 BID DELIVERY REQUIREMENTS

All Bids must be in a sealed box or opaque envelope plainly marked as follows:

[Name of Contractor Submitting Bid]
IFB No. 2021-084
Sodium Aluminate
Attention: Vicky Watts

If using a delivery service, your company name and the solicitation number must be visible on the outside delivery box/envelope. Ship, Mail, or Hand Deliver to the following address:

Union County Government Center
Procurement Department
500 North Main Street, Suite 709
Monroe, NC 28112
Attention: Vicky Watts

Electronic (email) or facsimile submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse firms for any expenses incurred in preparing Bids in response to this request.

Union County reserves the right to reject any or all Bids, to waive technicalities and to make such selection deemed in its best interest. With limited response, Union County reserves the right to extend the solicitation opening date as appropriate in order to assure a competitive procurement.

3.3 BID QUESTIONS

Bid questions will be due on or before **May 19, 2021 at 2:00 PM** local time. The primary purpose of this is to provide participating Contractors with the opportunity to ask questions, in writing, related to the IFB.

Submit questions by email to Vicky Watts at vicky.watts@unioncountync.gov by the deadline shown above. (Do not send question in a graph or Excel sheet format.) The email subject line should be identified as follow: IFB 2021-084 Sodium Aluminate Questions. All questions and answers may be posted as addenda on www.unioncountync.gov and www.ips.state.nc.us.

3.4 BID ADDENDUM

Union County may modify the IFB prior to the date fixed for submission of Bids by the issuance of an addendum.

Should an Offeror find discrepancies or omissions in this IFB or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix C Addendum and Anti-Collusion Form.

4 INSTRUCTIONS

4.1 COMMUNICATIONS

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the Invitation for Bid (IFB) must be made only through the Procurement Contact noted on the cover of this IFB. A violation of this provision is cause for the County to reject a Company's bid. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

4.2 BIDDERS ACKNOWLEDGMENT

The Bid will remain subject to acceptance for 120 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.3 DUPLICATE BIDS

No more than one (1) bid from any Bidder will be considered by the County. In the event multiple bids are submitted in violation of this provision, the County will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

4.4 BID SIGNATURES

An authorized company official must sign Bids. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the lowest responsive, responsible Bidder.

4.5 BIDDERS RESPONSIBILITIES

The Bidder must be capable, either as a firm or a team, of providing all services as described under Section 6 – Scope of Work. Exclusion of any service for this Bid may serve as cause for rejection.

The successful Offeror will be responsible for all work in this solicitation whether they are provided or performed by the successful Bidder or subcontractor(s). Further, the County will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

5 PURPOSE

5.1 INTRODUCTION

Union County, North Carolina, through Public Works, Water & Wastewater, is soliciting bids from qualified firms for delivery of Sodium Aluminate for wastewater treatment. County

Union County, North Carolina (population 239,859) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

The County maintains five (5) Water Reclamation Facilities (WRF) with a combined total volume of 9.65MGD. The NPDES Permitted Facilities are:

- 12 Mile Creek WRF/ NC0085359 – 7.5MGD
- Crooked Creek WRF/ NC0069841 – 1.9MGD
- Old Sycamore WRF/ WQ0011928 – 0.150MGD
- Grassy Branch WRF/ NC0085812 – 0.050MGD
- Tallwood WRF/ NC0069523 – 0.050MGD

6 SCOPE OF WORK

The County is seeking bids from qualified firms for **all time, materials, labor, equipment, fittings, hoses, licenses, permits, etc. to deliver Sodium Aluminate to the specified location in a timely fashion.** Bid items provided shall be FOB Destination to the delivery location specified.

Three (3) references of similar work must be submitted with bid on Appendix D – References.

7 SPECIFICATIONS

The specifications and requirements are drawn around chemicals which the County has evaluated and determined to be required for the performance necessary. Bidders are requested to offer only equivalent comparable units, which will provide the features and performance needed and implied.

Unless otherwise stated, the use of manufacturer's names and product numbers are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intended to furnish otherwise it is fully understood that they shall furnish all items as stated.

7.1 DEVIATIONS

Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that chemicals offered will be in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. Deviations must be explained in detail on an attached sheet. However, no implication is made by Union County that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

7.2 DELIVERY AND CHARGES

FOB destination. All prices quoted shall include all delivery and/or freight charges to addresses specified in this document or other address specified on a Purchase Order. No additional freight shall be charged at time of delivery. Risk of loss and/or damage shall be upon the seller until such time as goods have been physically delivered and received by the County. **Deliveries shall be within five (5) days of receipt of order.**

7.3 QUANTITIES

Quantities are *annual* estimates based on the County's projected need. Actual quantities purchased may be more than or less than estimated quantities. The price quoted shall be good for any quantity.

7.4 PACKAGING

All containers must be durable and dust tight, and not readily broken in handling and storage. The contents must be marked. All markings shall comply with all federal and state laws as applicable to these chemicals.

7.5 PURITY

Chemicals supplied under these specifications shall not contain soluble minerals or organic substances in quantities capable of producing deleterious or injurious effect upon public health or water quality. Where applicable, the National Sanitation Foundation Standard Number 60 will be used as the guideline for acceptability. Analysis as required must be submitted for evaluation of bids prior to award of contract.

7.6 LABELING OF HAZARDOUS MATERIALS

If the items or products requested by this solicitation are "Hazardous Materials" as defined by North Carolina General Statute §95-174 or Title 15 U.S.C. 1261 of the United States Code, then the bidder, by submitting their bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing section(s) and that by delivering the items or products the bidder does not violate any of the prohibitions of NC G.S. Chapter 95 – Article 18, et al, or Title 15 U.S.C. 1261 et al.

7.7 DELIVERIES

Delivery will be made no later than 5 workdays after receipt of order (ARO), unless otherwise notified. Deliveries must be made during normal working hours (8:00 am - 4:00 pm), local time, Monday through Friday. All deliveries shall be made in accordance with the following standards & regulations, where applicable:

- Union County Public Works Standards
- Occupational Safety & Health Administration (**OSHA**) standards
- U.S. Department of Transportation (**DOT**)
- North Carolina Department of Environmental Quality (**DEQ**)
- U.S. Environmental Protection Agency (**EPA**)
- Any other applicable local, state or Federal laws or regulations.

24-hour advance notice of deliveries is required. Supplier will send notice of delivery and photos with names of the drivers making the deliveries to the receiving facility supervisors; specific email addresses will be provided upon award of a contract.

The drivers will have a certificate of analysis and Safety Data Sheet upon arrival at the receiving facility.

7.8 DELIVERY LOCATION

Deliveries shall be FOB Destination to the address shown below:

12 Mile WRF
8299 Kensington Drive
Waxhaw, NC 28173

7.9 SPILL PREVENTION

In the event of a spill resulting from the Supplier's actions, the Supplier's employee shall perform initial spill response including but not limited to using materials in County owned spill kits to prevent chemicals from injuring County employees and to prevent chemicals from reaching storm drains. It is the responsibility of the Supplier regardless of subcontracting delivery of the chemical to any County locations, in ensuring spill response to the location. The Supplier shall pay any fines levied against the County for spills resulting from the Supplier's actions and shall pay any costs incurred for clean-up and emergency response.

The Supplier must have a spill prevention program, including appropriate spill kits on delivery trucks, available and follow the Supplier's procedures in case of a spill. The Supplier awarded the contract must provide a copy of their spill prevention program to the County for review. In the event of a spill resulting from the Supplier's actions, the Supplier is responsible for providing all necessary personal protective equipment to their employees. In addition, if there is a spill, the Supplier must notify the County WRF Manager immediately. The facility manager will then follow procedures to contain the spill. The Supplier should have the appropriate spill prevention kit available for the chemicals they are delivering.

The County will be reimbursed by the Supplier for labor and materials and damages created by the spill.

7.10 CHEMICAL SPECIFICATION – SODIUM ALUMINATE

Requirement: 45,000 gallons (estimated quantity)

Delivery Method: 4000 gallon lots

Physical Requirements: Clear, viscous liquid with a pH of <14. Solution should be free of suspended matter.

Specification: An inorganic salt at 38% sodium aluminate, 17% - 19% sodium oxide and 43% - 45% water.

Delivery Requirements: The Sodium Aluminate shall be shipped in approximately 4,000 gallon lots in specially equipped tank trucks, which are unloaded by hose by means of a pump or a compressor which is mounted on the delivery truck. Hose used for transfer must be securely capped during transportation. Worn or damaged hoses will not be accepted for use during transfer. Supplier shall provide sufficient hose for each delivery location. Drivers are responsible for all PPE associated with offloading. The Supplier is responsible for ensuring pressure gauges on delivery trucks are functional prior to delivery. Supplier is also responsible for ensuring delivery trucks discharge at the appropriate pressure.

Impurities: Product shall not contain quantities or concentrations of any metals, including, but not limited to mercury, zinc, copper or cyanide, or any other impurity that would cause the Wastewater Treatment facility to fail to meet NPDES permit requirements or 503 Bio-solids regulations.

8 EVALUATION OF BIDS AND AWARD PROCEDURES

8.1 BID INFORMATION

Bids must be made in strict conformance using the Invitation for Bid (IFB) forms provided herein. All blank spaces for bids must be filled in properly. Numbers must be written in ink or typewritten, and the completed forms shall be without erasures, lineation, or alterations. In accepting the bid, the County will assume that no alterations have been made, and if they appear afterward, they shall not be binding on the County.

All Bid Documents shall be signed by an individual who is authorized to contractually bind the company. The signature must indicate the title or position the individual holds in the agency or firm. Agencies or firms which sign contracts with the name of the agency or firm must provide the name of a corporate officer or executive director for signature validation by the County. **All unsigned Bids will be disqualified.** In submitting a Bid, Offeror affirms all statements contained in the bid are true and accurate.

8.2 EVALUATION OF BIDS

Qualified bids will be evaluated to determine the **lowest responsive, responsible bidder**, taking into consideration quality, performance, and the time specified in the bid for performance of the contract. Consideration of such factors as: price offered; quality of item offered; general reputation and performance capabilities of offeror; substantial conformity with specifications/other conditions set forth in the bid; suitability of articles for the intended use; related services needed; date of delivery and performance; and such other factors deemed by the County to be pertinent will be used in determining responsiveness and responsibility.

8.3 AWARD PROCEDURES

The Contract shall have an initial term of two (2) years (“Initial Term”), beginning on the effective date of the Contract. Prior to the end of the Initial Term or a first or second Renewal Term (as defined herein), the County shall have the option, in its sole discretion and pending budget approval to renew the Contract on the same terms and conditions as the Initial Term (subject to Section 8.4 below), for an additional one-year term (each a “Renewal Term”). Thus, this allows for the possibility of up to three (3) total Renewal Terms.

The County reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter proposals. If the contract is to be awarded, it will be awarded to the lowest responsible, responsible bidder whose evaluation by the County indicates that the award will be in the best interest of County. The County shall have a period of 120 days after opening of bids in which to award the contract.

All payroll taxes, liability and worker’s compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

8.4 COST ADJUSTMENTS

The Unit Pricing for the Initial Term shall be based upon the response to this solicitation. However, the Unit Pricing for any Renewal Term may be adjusted at the beginning of such Renewal Term by multiplying the Unit Pricing effective in the previous term by the quotient of the All Urban Consumers Price Index (CPI-U) (South Region), Others Goods and Services, with the Index Period of 2020-2024 as published by the Bureau of Labor Statistics, United States Department of Labor, in effect ninety (90) days prior to the commencement date of the new Renewal Term divided by such CPI in effect for the same month one (1) year prior to such date. However, any Unit Pricing increase pursuant to the previous sentence shall be capped at a five percent (5%) increase from one term to the next. Any such Unit Pricing adjustment for a Renewal Term must be requested by the Vendor or County within thirty (30) days from the date of the County’s notice of its exercise of an option to renew the Contract for a Renewal Term.

8.5 APPLICATION OF NORTH CAROLINA GENERAL STATUTES

The General Statutes of North Carolina regarding purchasing and competitive bidding (G.S. § 143-129) are made a part herein and will govern the bidding process as applicable.

9 GENERAL CONDITIONS AND REQUIREMENTS

9.1 MINIMUM REQUIREMENTS FOR BIDDERS

Bids shall be considered only from companies normally engaged in performing the type of work specified in this solicitation. Union County, in its discretion, shall determine whether the evidence of responsibility and ability to perform is satisfactory.

The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience, to undertake the services required. The Offeror shall also certify that insurance coverage that meets or exceeds industry standards for this type of work will be in force to mitigate risk during performance under the contract.

9.2 TERMS AND CONDITIONS

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

The County reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of Union County to execute a final, binding Contract with the successful Offeror which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project of this magnitude.

All bids submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

9.3 IFB EXPENSES

Expenses for developing the bids are entirely the responsibility of the vendor and shall not be chargeable in any way to the County.

9.4 CERTIFICATION

In response to the IFB Request, the Contractor certifies the following:

- This bid is signed by an authorized representative of the firm;
- It can obtain insurance certificates as required within ten (10) calendar days after notice of award;
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed costs;
- All labor costs, direct and indirect, have been determined and included in the proposed cost;
- The potential Contractor has read and understands the conditions set forth in this solicitation.

9.5 FINANCIAL INFORMATION

The Bidder must have the following financial information readily available and have the ability to provide it to the County, without exception, within twenty-four (24) hours upon request during the bid certification process:

1. Annual audited financial reports for the past five (5) fiscal years;
2. Credit reports, credit bulletins, bank and vendor references, and any other
3. published statements by agencies that have been issued or published about the entity within the past five (5) years;
4. Indicate whether the Company (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years;
5. Provide a description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Bidder's financial position or ability to provide service to the County.

9.6 CONTRACTUAL OBLIGATIONS

The contents of this Bid and the commitments set forth in the Bid shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service

9.7 COMPLIANCE WITH LAWS

Seller represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations and the Occupational Safety and Health Acts.

9.8 SUB-CONTRACTOR/PARTNER DISCLOSURE

A single Company may propose the entire solution. If the Bid by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the Bid. The Company submitting the Bid shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

9.9 EXCEPTION TO THE IFB

An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the IFB. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this IFB. Other than exceptions that are stated in compliance with this Section, each Bid shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this IFB. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.

9.10 MODIFICATION OR WITHDRAWAL OF BID

Prior to the scheduled closing time for receiving bids, any Contractor may withdraw his bid. After the scheduled closing time for receiving bids, no bid may be withdrawn for 90 days. Only written requests for the modification or correction of a previously submitted bid that are addressed in the same manner as bids and are received by the County prior to the closing time for receiving bids will be accepted. The bid will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked "Modification of Bid." Oral, telephone or fax modifications or corrections will not be recognized or considered.

9.11 CONTRACT COMMENCEMENT

Commencement of a contract shall not begin prior to all necessary County approvals, including County Commission approval where required, and receipt of a County Purchase Order. Commencement of a contract without these approvals is solely at the Bidder's own risk and is likely to result in no payment for services performed or goods received.

9.12 DISPUTES

In case of any doubt or differences of opinion as to the services to be furnished hereunder, the decision of the County shall be final and binding upon both parties.

9.13 CERTIFICATION

In response to the IFB, the Contractor certifies the following:

- This bid is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed costs.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this IFB.

9.14 EQUAL EMPLOYMENT OPPORTUNITY

All Companies will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

9.15 MINORITY AND SMALL BUSINESS PARTICIPATION PLAN

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with

this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

9.16 LICENSES

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

9.17 E-VERIFY

E-Verify is the federal 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. Offeror/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

9.18 DRUG-FREE WORKPLACE

During the performance of this project, the Firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

9.19 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor’s sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. **WORKERS’ COMPENSATION**

Statutory (coverage for three or more employees) limits covering all employees, including Employer’s Liability with limits of:

\$500,000 Each Accident
\$500,000 Disease - Each Employee
\$500,000 Disease - Policy Limit

- B. COMMERCIAL GENERAL LIABILITY
(for any agreement unless otherwise waived by the Risk Manager)
Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Personal and Advertising Injury Limit

- C. COMMERCIAL AUTOMOBILE LIABILITY
(for any agreement involving the use of a contractor vehicle while
conducting services associated with the agreement)

\$1,000,000 Combined Single Limit - Any Auto

- D. PROFESSIONAL LIABILITY
(only for any agreement providing professional service such as
engineering, architecture, surveying, consulting services, etc.)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of
Professional Liability Insurance for a period of two (2) years following
termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or
generally, to include the following as Additional Insured:

**UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE
INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE
GENERAL LIABILITY INSURANCE POLICY.**

Additional Insured status for Completed Operations shall extend for a
period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a
Certificate of Insurance in satisfactory form as evidence of the insurances
required above.
- C. Contractor shall have no right of recovery or subrogation against Union
County (including its officers, agents and employees).

- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:
 - Department: _____
 - Contract #: _____
- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:
 - Union County
 - Attention: Keith A. Richards, Risk Manager
 - 500 N. Main Street, Suite #130
 - Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

9.20 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees,

subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

****Intentionally Left Blank****

10 APPENDIX A – PRICE FORM

IFB 2021-084 Sodium Aluminate

SUBMIT WITH BID

This Price Form must be completed and submitted with bid.

Chemical	Delivery Requirement	Price per Gallon (All Fees Included)
Sodium Aluminate	4,000 Gallon Tanker	

If available, provide cost/fee for Additional Services. This will not be considered in the award of bid.

Additional Services	Explanation	Fee/Cost
Tote Deposits		

Name of Company: _____

11 APPENDIX B – BID SUBMISSION FORM

IFB 2021-084 Sodium Aluminate

SUBMIT WITH BID

This Bid is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all Bids, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-bid this project. Bid is valid for 120 calendar days from the Bid due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

12 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

IFB 2021-084 Sodium Aluminate

SUBMIT WITH BID

Please acknowledge receipt of all addenda by including this form with your Bid. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this Bid is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: _____

Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____

13 APPENDIX D – REFERENCES

IFB 2021-084 Sodium Aluminate

SUBMIT WITH BID

Reference No. 1

Company Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____

Reference No. 2

Company Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____

Reference No. 3

Company Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____

14 APPENDIX E – VENDOR PAYMENT LETTER

IFB 2021-084 Sodium Aluminate

Do Not Submit With Bid

-----For informational purposes only. -----