



Invitation for Bid # 2023-032

Bulk Fuel Purchases

Due Date: January 12, 2023
Time: 2:00 PM
Receipt Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Procurement Contact

Corey Brooks
Senior Procurement Specialist
704.283.3683
corey.brooks@unioncountync.gov



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2 NOTICE OF ADVERTISEMENT

Union County, North Carolina IFB No. 2023-032 Bulk Fuel Purchases

Sealed proposals, so marked, will be received by mail or hand delivery to Union County's Procurement Division until **2:00 PM EST on Thursday, January 12, 2023** at the Union County Government Center, Procurement Department, 500 North Main Street, Suite No. 709, Monroe, NC 28112.

Union County, North Carolina, through the Facilities Department, is seeking bids from qualified firms to provide the annual gasoline and diesel bulk fuel required for both on-road and off-road vehicles and equipment.

The Invitation for Bid No. 2023-032 may be examined at the Union County Government Center, Procurement Department, 500 North Main Street, Suite 709, Monroe, NC 28112, Monday through Friday between the hours of 8:00 am and 5:00 pm. Copies of the solicitation may be obtained from the locations listed below:

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

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest.

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.

3 SUBMITTAL DEADLINE AND ADDENDUM INFORMATION

3.1 BID SUBMISSION DEADLINE

Bids shall be sealed and labeled on the outside envelope "IFB 2022-029 Bulk Fuel". IFB's are to be received by the Union County, Procurement Division by **2:00 PM EST on Thursday, January 12, 2023.** Any proposals received after this date and time shall be rejected without exception.

Ship, Mail or Hand Deliver Bids Addressed as follows:

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

Attention: Corey Brooks, Senior Procurement Specialist
IFB 2023-032 Bulk Fuel Purchases
Response Deadline: January 12, 2023, 2:00 PM EST

The bid must be submitted in printed form. It must have original signatures and be signed by a person who is authorized to bind the proposing firm.

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.

3.2 BID QUESTIONS

Bid questions will be due on **December 29, 2022 at 5:00 PM EST**. The primary purpose of this is to provide participating firms with the opportunity to ask questions, in writing, related to the IFB. The County may respond with an addendum within five (5) calendar days.

Submit questions by e-mail to Corey Brooks at corey.brooks@unioncountync.gov by the deadlines shown above. The email should identify the IFB number and project title. All questions and answers may be posted as addenda on www.co.union.nc.us and www.ips.state.nc.us.

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

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 Proposer on Appendix C, Addendum and Anti-Collusion form.

4 PURPOSE

4.1 INTRODUCTION

Union County, North Carolina (hereinafter, the "County") is inviting bids from qualified firms to provide the annual gasoline and diesel bulk fuel required for both on-road and off-road vehicles and equipment.

4.2 COUNTY

Union County, North Carolina (population 231,366) 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, health & human services, cultural and recreational activities, and general government administration.

The County maintains 48 bulk fuel tanks throughout Union County ranging in size from 250 gallons to 12,800 gallons storing gasoline, highway diesel and off-road diesel. These locations service remote equipment refueling points, equipment backup and generator fuel storage. The County had bulk fuel purchases of approximately \$197,880 in FY2021 - 22 (NOTE: Historical data is provided for illustrative purposes only and is in no way meant to imply or guarantee minimum fuel purchase quantities. Fuel purchases will be made on an "as-needed" basis.)


5 PROJECT SCOPE

The purpose of this Invitation for Bid (IFB) is to secure bids to provide Union County with gasoline and diesel bulk fuel deliveries to Union County bulk storage tank locations.

6 SPECIFICATIONS

- A. Supplier shall warrant that all fuels sold to the County shall be of high quality, with no more than a 10% ethanol additive as federally mandated, and suitable for the intended use. Supplier shall agree to provide Union County with a continuous supply of Regular Unleaded Gasoline (Octane-87) and diesel fuels #1 (or 1-D) or #2 (or 2-D) depending on the season. A winter additive is acceptable. We have no specific blend ratio, we just need fuel that will burn in cold weather.
- B. Supplier, at its own expense, shall assign a Purchasing-card, Credit-card, or Account card for each bulk tank location. The County employee, assigned as tank manager, may then use the card to order fuel without a Purchase Order being issued, and the appropriate amount will be charged to Union's account.
- C. The formula for calculating the final price to be paid by County would be:
Oil Price Information Service (OPIS Gross Price) daily closing average price for lowest available unbranded rack the day prior to the delivery of fuel,
+/- Margin/Markup above/below OPIS Gross Price daily closing average price
= Calculated price per gallon to be paid by the County.

The OPIS rack city to be used to determine the daily closing average price-Charlotte, NC.



Monday deliveries will use the OPIS daily closing average price from the prior Saturday. The supplier will be required to show proof of the OPIS rack price for a given date upon request of the County.

- D. Supplier shall issue to the General Services Department (Administrative Assistant), during the first week of each month, a digital statement (invoice) for bulk fuel delivery purchases. The invoice shall state the total number of gallons purchased and the total cost. Of the total cost, the invoices shall indicate the total amount of the OPIS price and the Margin/Markup, each shown separately. The digital invoice file should be emailed to the General Services Department. After auditing, the invoices will be forwarded to the Finance Department of Union County for payment. The invoices shall be free of Federal Tax. The Supplier shall administer the Federal Tax program so that Union County is exempt from payment of Federal Tax. Union County shall endeavor to pay Supplier the verified invoice amounts not later than the fifteenth (15th) day of each month.
- E. In order to carry on the business of government, Union County must secure a steady and reliable supply of fuels. In the event of a fuel shortage, Supplier agrees to provide bulk fuel for the County on a priority basis, which basis shall entitle Union County to receive fuels prior to, and when necessary, in lieu of, Supplier's other customers. Additionally supplier will keep in reserve at no fewer than two local fueling stations 1,500 gallons of diesel and 1,500 of gasoline for use by first responders to include Fire, Police, EMS, Emergency Management, and any other agency that's primary purpose is public safety. Supplier shall have the capability and capacity to provide Union County with temporary emergency bulk tanks for storage and dispensing of gasoline and diesel during protracted emergency situations. Fuel pricing Margin/Markup remains the same as bid. OPIS prices typically rise during an emergency so the billed prices would increase, but the Margin/Markup is expected to remain the same.
- F. The Supplier shall deliver to County bulk fuel locations on an as-needed basis. Normal bulk fuel deliveries should be accomplished within 36 hours of Supplier notification by a County Authorized Purchaser. Emergency bulk fuel deliveries shall be accomplished within 24 hours of Supplier notification by a County Authorized Purchaser.
- G. The Supplier shall perform all deliveries to facilities in a safe and professional manner. The supplier's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents from endangering personnel on the property.

A Supplier's delivery truck operator must be present during delivery and take an active part in the prevention of spills. The fuel truck operator will take immediate action to stop the flow of product when the working capacity of the tank has been reached or when an emergency or spill occurs.

The Supplier must provide systems necessary to prevent spills and overfills from occurring during the product transfer. The Supplier must also provide systems necessary to prevent product from reaching streets, catch basins or other drainage

6.1 DEVIATIONS

Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. 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.

7 BID SUBMISSION AND AWARD

7.1 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 form shall be without erasures, lineation, or alterations. In accepting the proposal, 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 proposal are true and accurate.

7.2 EVALUATION OF BIDS

Qualified bids will be evaluated to determine the lowest responsible, responsive 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.

7.3 AWARD PROCEDURES

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 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.

7.4 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.

7.5 APPLICATION OF NORTH CAROLINA GENERAL STATUTES

Pursuant to North Carolina General Statutes §143-129(e)(5) & 143-131, the County intends to award a contract to the lowest responsible, responsive bidder, taking into consideration quality, performance and the time specified in the bids for the performance of the contract.

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.

8 GENERAL CONDITIONS AND REQUIREMENTS

8.1 TERMS AND CONDITIONS

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

Union County reserves the right to reject any or all bids, to waive minor technicalities and informalities, and to make an award deemed in its own best interest, as determined by County officials in their sole discretion.

The Contract shall have an initial term of three (3) years (“Initial Term”), beginning on the effective date of the Contract. At the end of the Initial Term, 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 for up to two (2) additional one-year terms (each a “Renewal Term”).

8.2 MODIFICATION OR WITHDRAWAL OF BID

Prior to the scheduled closing time for receiving bids, any Contractor may withdraw their 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 – “2022-029 Buk Fuel Purchase”. Oral, telephone, or fax modifications or corrections will not be recognized or considered.

8.3 RIGHT OF CANCELLATION

Any contract agreement entered into with the County that requires ongoing payments after the end of the fiscal year in which the equipment is purchased is cancelable by the County in the event that continuing funds are not appropriated.

8.4 VENDOR DECLARATION

The vendor must state that the bid was made without connection with any other person, company, or parties making a similar bid and that it is in all respects fair and in good faith without collusion and fraud.

8.5 DISPUTES

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

8.6 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)

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.

Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit a bid. DBE Contractors must be certified and registered on the NCDOT Directory.

8.7 LICENSES

The successful Contractor(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.

UNION COUNTY RESERVES THE RIGHT TO REJECT ANY AND/OR ALL QUALIFICATIONS AND TO WAIVE ANY AND ALL TECHNICALITIES.

8.8 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.

- A. WORKERS' COMPENSATION
(for any agreement unless otherwise waived by the Risk Manager)

Statutory limits (where contractor has three or more employees) 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

\$5,000 Medical Expense 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

(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.

E. POLLUTION LIABILITY INSURANCE

(for any agreement involving the clean-up or transportation of pollutants)

\$1,000,000 Claims Made

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

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

(for any agreement involving software applications)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

G. Builder's Risk

(for any agreement involving above ground construction projects)

Amount of Contract

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.

8.9 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold the 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. Without limiting the generality of the foregoing, the Contractor also agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract. 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.

9 APPENDIX A – PRICE FORM

IFB 2023-032 Bulk Fuel Purchases

SUBMIT WITH BID

Failure to complete the following form(s) shall result in your Bid being deemed nonresponsive and rejected without any further evaluation.

Type of Fuel:	Margin/Markup above/below OPIS Daily Closing Average (Charlotte)
Bulk Fuel Delivered:	
Diesel	+/- \$
Reg. Unleaded Gasoline (87 Octane)	+/- \$
Non-Highway Diesel	+/- \$

Margin can be listed to the fourth (4th) decimal place. Margins listed in the form as percentages will not be accepted.

Digital Invoice (Statement) compatible
with MS Access

Yes No

This Bid is submitted by:

Provider Name: _____

Representative (printed): _____

Bidder acknowledges that specifications, general conditions & requirements and all other information listed throughout IFB 2023-032 shall be adhered to.

Representative (**signed**): _____

10 APPENDIX B – PROPOSAL SUBMISSION FORM

IFB 2023-032 Bulk Fuel Purchases
SUBMIT WITH BID

This Proposal 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 proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-bid this project. Proposals are 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: _____

11 APPENDIX C – ADDENDUM AND ANTI-COLLUSION

IFB 2023-032 Bulk Fuel Purchases

SUBMIT WITH BID

Please acknowledge receipt of all addenda by including this form with your Proposal. 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 proposal 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: _____

12 APPENDIX D – TANK SIZE & PHYSICAL LOCATIONS

IFB 2023-032 Bulk Fuel Purchases

Department	Tank Size in Gallons	Tank Type	Address
Parks & Rec	1000	Gasoline	5213 Harkey Road Waxhaw, NC 28173
	1000	Hwy Diesel	5213 Harkey Road Waxhaw, NC 28173
	250	Gasoline	1505 Summerlin Dairy Road Wingate, NC 28174
	250	Hwy Diesel	1505 Summerlin Dairy Road Wingate, NC 28174
Communications	700	Diesel Off-Road	2903 Brooks Rd Wingate, NC 28174
	700	Diesel Off-Road	5902 Brooks Turner Rd Marshville, NC 28103
	700	Diesel Off-Road	4518 Crow Rd Monroe, NC 28112
	700	Diesel Off-Road	1524 Cuthbertson Rd Waxhaw, NC 28173
	700	Diesel Off-Road	2206 Fowler Secrest Rd Monroe, NC 28110
Facilities	250	Diesel Off-Road	610 Patton Ave, Monroe, NC 28110
	700	Diesel Off-Road	500 N Main St Monroe, NC 28112
	2500	Diesel Off-Road	2330 Concord Avenue, Monroe, NC 28112
	700	Diesel Off-Road	400 N Main St Monroe, NC 28112
	1000	Diesel Off-Road	4600 Goldmine Rd, Monroe, NC 28110
	1000	Diesel Off-Road	4600 Goldmine Rd, Monroe, NC 28110
	2000	Diesel Off-Road	2258 Concord Avenue, Monroe, NC 28110
	2000	Diesel Off-Road	2258 Concord Avenue, Monroe, NC 28110
	1600	Diesel Off-Road	3370 Presson Rd, Monroe, NC 28112
	1400	Diesel Off-Road	316 E Windsor St., Monroe, NC 28112
Public Works	2000	Diesel Off-Road	4600 Goldmine RD Monroe, NC 28110
	1000	Diesel Off-Road	3826 Monroe Ansonville Rd Monroe, NC 28110
	1000	Diesel Off-Road	4720 Monroe Ansonville Rd Wingate, NC 28174
	2000	Diesel Off-Road	1409 Hwy 205 Marshville, NC 28103

	1000	Diesel Off-Road	3120 Delamere Ln Matthews, NC 28104
	1500	Diesel Off-Road	8513 Poplin Rd Indian Trail, NC 28079
	800	Diesel Off-Road	3301 Bridgewick Rd Waxhaw, NC 28173
	500	Diesel Off-Road	6600 Stoney Creek Dr Monroe, NC 28110
	1500	Diesel Off-Road	5502 Poplin Rd., Indian Trail, NC
	1500	Diesel Off-Road	607 Meadowbrook Dr., Stallings, NC
	2000	Diesel Off-Road	4015 Sardis Church Rd, Monroe, NC 28110
	1000	Diesel Off-Road	4015 Sardis Church Rd, Monroe, NC 28110
	2000	Diesel Off-Road	8299 Kensington Dr., Waxhaw, NC
	1500	Diesel Off-Road	8299 Kensington Dr., Waxhaw, NC
	1500	Diesel Off-Road	8299 Kensington Dr., Waxhaw, NC
	1500	Diesel	910 Highway 74 East, Marshville
	1500	Diesel	4411 Olive Branch Road
	2700	Diesel	3418 Watkins Rd, Marshville, NC
	300	Diesel	235 Carl Road, Matthews, NC
	1000	Diesel	1820 S. Providence Rd.
	900	Diesel	4917 Waxhaw Hwy
	1000	Non-Ethanol Gasoline	4600 Goldmine Rd., Monroe, NC 28110
	12800	Diesel Off-Road	3522 New Salem Rd., Monroe, NC 28112
	2000	Diesel	8299 Kensington Dr., Waxhaw, NC
	2600	Diesel Off-Road	4015 Sardis Church Rd, Monroe, NC 28110
	5583	Diesel Off-Road	4015 Sardis Church Rd, Monroe, NC 28110
	7800	Diesel Off-Road	465 Bay Shore Dr., Norwood, NC 28128
Solid Waste	2000	Diesel Off-Road	2125 Austin Chaney Road, Wingate, NC
	1000	Diesel Off-Road	2125 Austin Chaney Road, Wingate, NC



13 APPENDIX E – SAMPLE AGREEMENT

IFB 2023-032 Bulk Fuel Purchases

Do Not Submit with Bid

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 North Main Street, Monroe, NC 28112, hereinafter "Union," and [Contractor's full legal name], a [type of business (corporation, limited liability company, etc.) and state where incorporated], whose address is _____, hereinafter "Contractor."

W I T N E S S E T H

WHEREAS, Contractor is a supplier of certain [describe goods here (ex: Type K copper tube for potable water)], hereinafter referred to as "Goods;" and

WHEREAS, Union desires to purchase such Goods from Contractor on an as-needed basis; and

WHEREAS, Contractor is willing to provide such Goods to Union as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. **GOODS PROVIDED.** Contractor agrees to provide the Goods in accordance with the specifications in the attached Specifications [*or, if the full IFB (or RFP) is to be attached, state the IFB # and IFB title*]. Contractor shall provide the Goods on an as-needed basis, upon request by Union for such Goods. Union shall provide a purchase order number to Contractor prior to any Goods being delivered. Contractor shall not be required to provide installation services pursuant to this Agreement. Union does not guarantee the purchase of any minimum amount of Goods pursuant to this Agreement.

2. **FEE AND PAYMENT SCHEDULE.** Union shall pay Contractor for purchase of the Goods in accordance with the attached [*"Appendix A – Pricing Form" (or whatever title was used on the pricing form in the solicitation)*]. Contractor shall invoice Union for Goods after each delivery requested by Union has been completed pursuant to Section 1 herein. Contractor's invoice must reference the purchase order number issued by Union. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Department. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

[Include this paragraph only if Union agrees to such potential increase over time, or if this provision is included in the IFB.] If the Agreement is renewed for additional terms in accordance with Section 4 herein, at the beginning of each renewal term, Contractor may adjust the prices listed in [Appendix A] based on the Consumer Price Index agreed upon by both Contractor and Union, limited to the amount of the CPI increase over the previous year.

3. DELIVERY SCHEDULE. Contractor shall ship requested Goods described in Section 1 herein FOB destination, Freight Prepaid, and delivery of such Goods shall be within _____[length of time, as listed in the IFB] of the date Contractor receives Union's order.

4. TERM AND TERMINATION. The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of [insert agreement time length]. [The following sentence is to be used only if renewals might be needed or desired, and then only if the IFB or RFP lists the possible number of renewals. If the contract is just for a single term, this sentence may be deleted.] Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement for up to ____ [number of possible additional terms, as stated in the IFB or RFP] additional ____ [number of years in each renewal term]-year terms, each a "Renewal Term," upon written notice to the Contractor. Union may terminate this Agreement at any time, with or without cause, by notification to Contractor in writing. In the event of termination without cause, Contractor shall be paid for Goods delivered to the date of notification of termination by Union.

5. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement ("the Documents"), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

6. INSURANCE. The attached Exhibit A, Insurance Requirements, is incorporated herein by reference.

7. INDEMNIFICATION. Contractor agrees to protect, defend, indemnify and hold Union, 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 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.

8. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

9. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

10. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

11. UNION NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

12. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

13. ASSIGNMENT. Neither Union nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

14. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

15. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

16. APPLICABLE LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

17. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties, or their respective successors in interest.

18. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

19. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party

further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

20. 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. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals, and have caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

BY: _____(SEAL)
William M. Watson, County Manager

[CONTRACTOR FULL LEGAL NAME]

BY: _____(SEAL)

Approved as to Legal Form _____

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

Exhibit A
Insurance Requirements

I. BASIC INSURANCE REQUIREMENTS. 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**
Covering all 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**

\$1,000,000	Combined Single Limit - Any Auto
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D. **PROFESSIONAL LIABILITY**

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. **POLLUTION LIABILITY INSURANCE**

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

\$1,000,000 Claims Made
\$3,000,000 Aggregate Limit

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

II. 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 RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

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, Suite #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.

14 APPENDIX F – VENDOR PAYMENT LETTER

IFB 2022-029 Bulk Fuel Purchases

Do Not Submit with Bid

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



Finance Department

500 North Main Street Suite #714
Monroe, NC 28112 T. 704-283-3813
www.unioncountync.gov

ATTENTION: ACCOUNTS PAYABLE VENDORS

As part of our Fraud Prevention Program, Union County now prefers two methods for payments to vendor accounts. These methods allow for faster and easier payments to vendors.

The first and preferred method available is to accept a VISA card payment from the County. If you accept payment via VISA, payment is made at the time of the transaction or upon receipt and approval of the invoice.

The second method is an Electronic Funds Transfer. (EFT) This means that you will receive payment of invoices due directly into your bank account. With this method, you will get an email confirmation giving you the date, invoice numbers, and total amount paid. Your payment will be available to you on Monday (or the first banking day if Monday is a bank holiday) following receipt of an approved invoice from the County department invoiced.

An EFT Enrollment Form to enroll in the program is attached for your convenience. You can also visit the Union County website at www.unioncountync.gov at any time to get a new form if your banking information changes. If the banking information changes and you do not notify us, it will delay receipt of payment for invoices.

If you wish to receive payment via the County's VISA card, please contact Heather Howey at 704-283-3539, or send an email to ap@unioncountync.gov and you will be added to the list of vendors accepting the VISA card method of payment.

Union County prefers all vendors participate in one of the two methods described above.

Thank you in advance for your participation.