



## **Invitation for Bid No. 2023-094 Yadkin River Water Treatment Plant Sodium Hypochlorite**

**Due Date:** June 30, 2023  
**Time:** 10:30AM Local Time  
**Submittal 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](mailto:corey.brooks@unioncountync.gov)

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## 2 NOTICE OF ADVERTISEMENT

**Union County, North Carolina**  
**IFB No. 2023-094**  
**Yadkin River Water Treatment Plant Sodium Hypochlorite**

Sealed bids for the specified water treatment chemicals will be received by mail or hand delivery to Union County's Procurement Department until **10:30AM** (local time) on **June 30, 2023**, at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112 at which time the Bids will be publicly opened and read. **Late bids will not be accepted.**

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 – 2023-094 Yadkin River Water Treatment Plant Sodium Hypochlorite" and shall be addressed to Union County Procurement Department, Corey Brooks, 500 N. Main Street, Suite 709, Monroe, NC 28112.

Bids will be received for a single prime contract. Bids shall be on a lump sum basis as indicated in the Bid Form.

**Union County, North Carolina, through the Union County Water department, is soliciting bids from qualified companies for specified water treatment chemicals as described in this solicitation.**

Prospective Bidders may examine the Bidding Documents by downloading from the website(s) listed below.

1. Download the Bid Documents from the Union County Website [www.unioncountync.gov](http://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](http://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 ([corey.brooks@unioncountync.gov](mailto:corey.brooks@unioncountync.gov)). Deadline for questions is **June 15, 2023, at 5:00 PM** local time.

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.

**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 and request clarification as needed.**

### 3 BID SUBMISSION

#### 3.1 BID SUBMISSION DEADLINE

In accordance with Union County (the County) guidelines, bids specified will be received by Union County at the specified location listed in this IFB document, until the time and date cited. Only Bids received by the correct time shall be considered.

Bids shall be sealed and labeled on the outside envelope "IFB 2023-094 Yadkin River Water Treatment Plant Sodium Hypochlorite". IFB's are to be received by the Union County Procurement Department by **10:30AM EST on June 30, 2023. Any bids received after this due date and time shall not be considered.**

#### 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. 2023-094

2023-094 Yadkin River Water Treatment Plant Sodium Hypochlorite

Attention: Corey Brooks

**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:

**Mail or hand-deliver submission packets to:**

Union County Government Center

**Procurement Department**

500 North Main Street, Suite 709

Monroe, NC 28112

Attention: Corey Brooks, Senior Procurement Specialist

The bid must be submitted in printed form. The original bid package must have original signatures and must 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, 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 **June 15, 2023, at 5:00 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 Corey Brooks at [corey.brooks@unioncountync.gov](mailto:corey.brooks@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 2023-094 Yadkin River Water Treatment Plant Sodium Hypochlorite Questions. All questions and answers may be posted as addenda on [www.unioncountync.gov](http://www.unioncountync.gov) and [www.ips.state.nc.us](http://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 NON-MANDATORY PRE-BID & SITE VISIT

A pre-bid meeting concerning this IFB may be held. If so, the date, time and location will be indicated on the cover of this IFB and/or in the body of IFB. Staff will be available at this meeting to answer questions about this IFB.

### 4.3 IFB MODIFICATIONS

Clarifications, modifications, or amendments may be made to the IFB at any time prior to the Bid Deadline at the discretion of the County. It is the Bidder's responsibility to periodically check the County's website until the posted Bid Deadline to obtain any issued addenda.

### 4.4 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.

#### **4.5 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.

#### **4.6 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.

#### **4.7 SUBCONTRACTORS (IF APPLICABLE)**

In addition to any identification of Subcontractors, Suppliers, individuals, or entities required to be submitted to Owner (see third full paragraph below), Bidders shall include in their Bid a list of all subcontractors which the Bidder intends to use for each of the following categories of work:

- Heating, ventilating, and air conditioning (Mechanical)
- Electrical

A contractor whose Bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (a) if the listed subcontractor's bid is later determined by the contractor to be non-responsive or nonresponsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (b) with the approval of the awarding authority for good cause shown by the contractor. The terms, conditions, and requirements of each contract between Contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the Contract between Contractor and Owner. Failure to include this list of subcontractors may cause a Bid to be rejected as nonresponsive by Owner.

If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

#### **4.8 BIDDERS RESPONSIBILITIES**

The bidder must be capable, either as a firm or a team, of providing all goods or services as described under SECTION 7 – Specifications, and to maintain those capabilities until notification of the fact that their bid response was unsuccessful. Exclusion of any good or service for the IFB may serve as cause for rejection.

The successful Bidder will be responsible for all work in the IFB 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. The successful Bidder must be an authorized dealer of the proposed scale and associated equipment. This manufacturer authorization must include required installation certifications and warranty work provisions.

Bidder References: The bidder must provide a minimum of three client references that includes the installation of a truck scale system of the same manufacturer and model at a Landfill or Transfer Station within their respective service area within the last two years. Union County has the right to contact these references to determine customer satisfaction of product, construction and maintenance of the proposed truck scales.

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

## **5 PURPOSE**

### **5.1 INTRODUCTION**

Union County, through its Union County Water Department (hereafter the “County”), is seeking bids from qualified firms for delivery of specified water treatment chemicals. Additionally, the contract may provide for additional unspecified chemicals as needed.

### **5.2 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 a new 12 MGD Conventional Water Treatment Facility located on New Salem Road in Monroe, NC known as the Yadkin River Water Treatment Plant.

## **6 PROJECT SCOPE**

The County is seeking bids from qualified firms for **all time, materials, labor, equipment, fittings, hoses, licenses, permits, etc. to deliver the specified chemicals to the specified location in a timely fashion.**

Bid items provided shall be FOB to the delivery location specified.

The chemical needs of the County currently include:

- Sodium Hypochlorite 12% Trade/10% Weight



## **7 SPECIFICATIONS**

### **7.1 INTRODUCTION**

The attached 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.

### **7.2 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. Therefore, 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 nonresponses provided elsewhere in this bid.

### **7.3 DELIVERY & 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.

### **7.4 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.

### **7.5 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.

### **7.6 PURITY**

Chemicals supplied under these specifications must meet all AWWA standards for drinking water and shall not contain soluble minerals or organic substances in quantities capable of producing deleterious or injurious effect upon public health or water quality. The chemicals supplied shall conform to the latest revision of the American National Standards Institute and National Sanitation Foundation Standard: Drinking Water Treatment Chemicals - Health Effects (ANSI/NSF Standard 60). Please include

COA/chemical specifications with bid. Analysis as required must be submitted for evaluation of bids prior to award of contract.

## **7.7 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.

## **7.8 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 Water 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 (COA) for all chemicals and Safety Data Sheets (SDS) upon arrival at the receiving facility.

## **7.9 DELIVERY LOCATION**

Yadkin River Water Treatment Plant  
3522 New Salem Road  
Monroe, NC 28110

## **7.10 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's water treatment plant supervisor immediately. The facility supervisor 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.

#### **7.11 CHEMICAL SPECIFICATION - SODIUM HYPOCHLORITE 12% TRADE/10% WEIGHT**

Sodium Hypochlorite 12% Trade/10% Weight

**Estimated Annual Quantity:** 55,000 gallons

**Delivery Method:** Tanker

**Physical Requirements:** Color should be clear yellow or greenish; have a pungent chlorine odor; be 100% soluble in water; and free of suspended matter.

**Chemical Specification:** The sodium hypochlorite solution must meet or exceed the specifications of the water purification division of the American Water Works Association for potable water (ANSI/AWWA B300-99). Successful bidders shall include a statement of compliance stating conformance to the above referenced AWWA standard. This product is certified for potable water use by NSF International for Disinfection & Oxidation. The finished drinking water should be monitored for disinfection by-products in accordance with state and U.S. EPA regulations and guidelines.

Available Chlorine	Min	Max
Trade	11.5%	13.0%
Weight	9.5%	11.0%

#### **Bidder must include COA/Product Specification with Bid.**

**Delivery Requirements:** These will be full tanker loads. The Sodium Hypochlorite shall be shipped in approximately 4,000 to 5000 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. Refer to section 7.8 "Deliveries".

**Impurities:** The hypochlorite supplied under this standard shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the hypochlorite.

The maximum metal contents are:

- a. Mercury <1.0 mg/L
- b. Copper <0.050 mg/L
- c. Nickel <0.050 mg/L
- d. Iron <0.100 mg/L
- e. Calcium  $\geq$ 1.0 mg/L
- f. Magnesium  $\leq$ 3.0 mg/L

Maximum Calcium content shall be no greater than 1.0 mg/L and maximum Magnesium content shall be no greater than 3.0 mg/L. Refer to section 7.6 "Purity".

**Utilization Location:** Yadkin River Water Treatment Plant, 3522 New Salem Road, Monroe, NC 28110

## 8 BID SUBMISSION AND AWARD

### 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 form shall be without erasures, lineation's, 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, Bidder affirms all statements contained in the proposal are true and accurate.

All names and titles must be typed or printed below the signatures.

## 8.2 EVALUATION OF BIDS

Qualified bids will be evaluated and acceptance may be made of the lowest and best qualified bid most advantageous to the County as determined upon 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.

## 8.3 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. The County desires to award a single contract to one supplier for all items being bid. The County reserves the right to award, by line item, to multiple suppliers if that is in the best interests of the County. If the contract is to be awarded, it will be awarded to the lowest responsible bidder(s) whose evaluation by the County indicates that the award will be in the best interest of County. The County shall have a period of 90 days after opening of bids in which to award the contract.

## 8.4 AWARD

The term of this contract shall be for six (6) months, from the date of award with the option to renew for five (5) additional six-month periods. The award is for a fixed, firm unit price during the initial six (6) month term when product needs are based upon indefinite quantities, and where orders will be based on actual needs that may exceed or be less than projections. All expenditures under a unit price contract are contingent upon appropriations having been made by Union County Board of Commissioners. Price adjustments may be negotiated at the time of renewal, based on the applicable Consumer Price Index adjustment over the preceding twelve months.

Union County shall review the terms and conditions, and confirm performance under this contract has been satisfactory. However, the County reserves the right to terminate the contract or to allow the contract period to elapse.

The parties agree that the contract for services may be terminated by either party upon providing 60 days written notice.

## 8.5 PRICING

Price quoted in this proposal shall be delivered, F.O.B. Destination to the location listed in the attached specifications. Bidders are warned not to include any form of Federal Excise Tax in computing their bids. The North Carolina State Sales Tax must be shown as a separate item and not included in any proposed prices. (North Carolina sales tax will be paid by Union County when shown as a separate item on an invoice for payment.) If a unit price and its extended price are inconsistent, the unit price will be considered to be the price proposed and the price proposed and the extended price will be adjusted accordingly.

## 8.6 PRICE ESCALATION

It is the intention of the County to receive firm prices. If the bidder's price is subject to escalation, the bidder will so state clearly on the bid form and the following conditions will apply:

- 8.6.1** Bid prices will be firm for a minimum of six (6) months from the first day of the contract period.
- 8.6.2** Union County may consider price escalation after six (6) months of the initial term. Justification for a price escalation will have to be based on the *Producer Price Index by Industry: Chemical Manufacturing*
- 8.6.3** During the contract period, the offeror agrees to give the County the benefit of any general market price reduction up to the time of delivery.
- 8.6.4** The supplier will give the Union County Water Department representative a minimum of sixty (60) days advance notice of any proposed escalation and copy the Union County Procurement Department representative stating the escalated price, the proposed effective date for that escalated price, and include backup documentation as to the nature of the increase. Requests shall be submitted to the email addresses listed below, together with all necessary written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of the Material. The request must state and fully justify the proposed price increase per unit over the price originally proposed. The Union County Water Department representative will notify vendor of price increase acceptance or denial.

Andy Neff, Director of Union County Water & Wastewater  
[andy.neff@unioncountync.gov](mailto:andy.neff@unioncountync.gov)

Cheryl Wright, Director of Union County Procurement & Contract Management  
[cheryl.wright@unioncountync.gov](mailto:cheryl.wright@unioncountync.gov)

- 8.6.5** Price increases shall only be allowed when justified in the County's sole discretion based on legitimate, bona fide increases in the cost of the material. The County's approval of requested price increases will not be unreasonably withheld, provided that the price increase presented is no more than the most current Producer Price Index by Industry: Chemical Manufacturing. The company shall provide documentation substantiating that the requested increase is unavoidable and could not be mitigated. No adjustment shall be made to compensate the company for inefficiency in operation, increase in labor costs, or for additional profit.
- 8.6.6** No proposed price increase shall be valid unless accepted by the County in writing, in the form of an amendment that memorializes a renewal agreed to by the County and company.
- 8.6.7** If the County approves a price increase pursuant to this section and the market factors justifying the increase shift so that the increase is no longer justified, the County shall have the right to terminate the price increase

and revert back to the prices that were in effect immediately prior to the increase. The company shall notify the County in writing if the market factors on which the County granted the increase change such that the County's reasons for granting the increase no longer apply

- 8.6.8** If the company's unit prices for any products should decrease, the company shall provide the affected products at the lower discounted price. The company shall provide the County with prompt written notice of all decreases in unit prices

## **8.7 BID FORMAT**

Bids must include the following:

- Appendix A – Price Form
- Appendix B – Bid Submission Form (signed)
- Appendix C – Addendum Receipt and Anti-Collusion Form (signed)
- **Bidder must include COA/Chemical Specification with Bid.**

## **8.8 TERMS OF SUBMISSION**

All material received from a person or company ("Respondent") in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent's sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as "Trade Secret – Confidential and Proprietary Information," and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent's materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses

incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

## 8.9 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.

## 8.10 COST ADJUSTMENTS (IF APPLICABLE)

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.

## 8.11 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.

## 8.12 UNIT PRICES TO PREVAIL

Prices shall be submitted on per unit basis by line item. In the event of a disparity between the unit price and the extended price, the unit price shall prevail.

# 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 CONTRACT TERM

The Contract shall have an initial term of six (6) months ("Initial Term"), beginning on the effective date of the Contract. Prior to the end of the Initial Term with five (5) six-month renewal options, 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.

## 9.4 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.

## 9.5 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;
- 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.

## 9.6 FINANCIAL INFORMATION

Bidder may be asked to provide the following financial information. If the following financial information is requested, it shall be readily available and provided to the County within twenty-four (24) to forty-eight (48) 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.

## **9.7 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

## **9.8 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.

## **9.9 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.

## **9.10 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 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.

## **9.12 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.

### 9.13 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.

### 9.14 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.

### 9.15 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.

### 9.16 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.

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

### 9.17 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.

### 9.18 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.

### 9.19 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.

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

**9.20 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.

#### 9.21 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.

**---Intentially Left Blank---**

**10 APPENDIX A –PRICE FORM**

**IFB No. 2023-094**  
**Yadkin River Water Treatment Plant Chemicals**  
*Submitting firms need not bid on all items for consideration.*

The undersigned proposes to furnish the following items in strict conformance to the bid specifications and bid invitation issued by Union County for this bid. The undersigned hereby certifies that this bid is made without prior understanding, agreement or connection with any person(s), firm(s) or corporation(s) making bids or proposals. The bidder further certifies that he is not suspended or debarred from bidding by any federal, state, or local agency. Any exceptions are clearly marked in the attached copy of bid specifications.

**SUBMIT WITH BID**

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

**The award will be made to the lowest, responsive, responsible bidder based on the Price per Gallon. Actual quantities purchased may be more than or less than estimated quantities. The price quoted shall be good for any quantity.**

Line Item	Chemical Description	Estimated Annual Quantities	Unit of Measure	Delivery Method	Price per Gallon
1	Sodium Hypochlorite 12% Trade/10% Weight	55,000	Gallons	Tanker	\$
<b>Additional Fees:</b>					<b>Fees/Costs</b>
Tote Deposits, etc. - Explain:		<b>Not Included in the Evaluation of Bids</b>			\$

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

\_\_\_\_\_  
*Signature/Title of Person Authorized to Sign*      *Print Name/Title of Authorized Person*

Email \_\_\_\_\_

**Acknowledgement of Certificate of Analysis** \_\_\_\_\_

**11 APPENDIX B – BID SUBMISSION FORM**

**IFB No. 2023-094  
Yadkin River Water Treatment Plant Chemicals**

**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 No. 2023-094  
Yadkin River Water Treatment Plant Chemicals

**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](http://www.co.union.nc.us) and/or [www.ips.state.nc.us](http://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 – VENDOR PAYMENT LETTER

IFB No. 2023-094  
Yadkin River Water Treatment Plant Chemicals

**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](http://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](http://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](mailto: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.

## 14 APPENDIX E – TEMPLATE AGREEMENT

IFB No. 2023-094  
Yadkin River Water Treatment Plant Chemicals

**Do Not Submit with Bid**

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

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.