



Invitation for Bid No. 2024-053 Calcium Hydroxide Slurry

Due Date: February 22, 2024
Time: 2:00 PM EST
Submittal Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Procurement Contact:

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

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2 NOTICE OF ADVERTISEMENT

Union County, North Carolina
IFB No. 2024-053
Calcium Hydroxide Slurry

Sealed bids, so marked, will be received by mail or hand delivery to Union County's Procurement Department until **2:00 PM EST on Thursday, February 22, 2024**, 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.**

Union County, North Carolina, through Union County Water, is seeking bids from qualified Vendors for the purchase and delivery of Calcium Hydroxide Slurry for five (5) Water Reclamation Facilities (WRFs) as outlined in this solicitation.

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 – 2024-053**" and shall be addressed to Union County Procurement Department, Attn: Corey Brooks, 500 North Main Street, Suite 709, Monroe, NC 28112.

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 eVP Web-Site <https://evp.nc.gov/solicitations/> (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). Deadline for questions is **February 8, 2024, at 4:00 PM** local time.

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

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

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

3 BID SUBMISSION

3.1 BID SUBMISSION DEADLINE

Bids shall be sealed and labeled on the outside envelope "IFB 2024-053 Calcium Hydroxide Slurry". IFB's are to be received by the Union County Procurement Department by 2:00 PM EST on February 22, 2024. **Any bids received after this date and time shall be rejected without exception.**

3.2 BID DELIVERY REQUIREMENTS

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

[Name of Vendor Submitting Quote]

IFB No. 2024-053

Calcium Hydroxide Slurry

Attention: Corey Brooks

Ship, Mail, or Hand Deliver Quote Packets to the following address. Your company name and the solicitation number must be visible on the delivery box/envelope.

Union County Government Center

Procurement Department

500 North Main Street, Suite 709

Monroe, NC 28112

Attention: Corey Brooks

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 SUBMITTAL PACKAGE

The bid submittal package at a minimum must include:

1. Appendix A – Price Form
2. Chemical Analysis Form
3. Appendix B – Proposal Submission Form
4. Appendix C – Addendum and Anti-Collusion Form

3.4 BID QUESTIONS

Bid questions will be due on or before **February 8, 2024, at 4:00 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 by the deadline shown above. (Do not send questions in a graph or Excel sheet format.) The email subject line should be identified as follows: IFB 2024-053 Calcium Hydroxide Slurry Questions.

All questions and answers may be posted as addenda on the County Website and the North Carolina Interactive Purchasing System as indicated on the Advertisement Page of this solicitation.

3.5 BID ADDENDUM

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

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

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

4 INSTRUCTIONS

4.1 COMMUNICATIONS

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

4.2 BIDDERS ACKNOWLEDMENT

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

4.3 DUPLICATE BIDS

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

4.4 BID SIGNATURES

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

4.5 BIDDERS RESPONSIBILITIES

The bidder must be capable, either as a firm or a team, of providing all goods or services as described under **Section 7 – Specifications**. 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.

4.6 BID SUBMISSION

- a) Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the following: IFB Title, Bid Number, and the Bidder's company name, address, phone, email address, and contact name.
- b) All costs incurred in the preparation and presentation of the bid is the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the County.

5 PURPOSE

5.1 INTRODUCTION

Union County, through Union County Water is seeking bids from qualified firms for the purchase and delivery of Calcium Hydroxide Slurry.

5.2 COUNTY

Union County, North Carolina (population 247,058) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

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

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

6 SCOPE OF WORK

The County is seeking bids from qualified firms for all time, materials, labor, equipment, fittings, hoses, licenses, permits, etc. to deliver Calcium Hydroxide Slurry to the specified locations in a timely fashion. Offloading of chemicals will be done with truck supplied air or with a pump supplied by the vendor. Bid items provided shall be FOB to the delivery location specified.

7 SPECIFICATIONS

7.1 INTRODUCTION

The County has evaluated and determined the specifications and requirements for Calcium Hydroxide Slurry. Bidders are requested to offer only equivalent comparable units.

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.

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

7.2 DELIVERY & CHARGES

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

7.3 QUANTITIES

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

7.4 PACKAGING

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

7.5 PURITY

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

7.6 LABELING OF HAZARDOUS MATERIALS

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

7.7 DELIVERIES

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

- Union County 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 for **all chemicals** and Safety Data Sheets upon arrival at the receiving facility.

7.8 DELIVERY LOCATIONS

Delivery locations and the chemical types for each location are shown below:

- 12 Mile WRF
Delivery Address: 8922 Kensington Drive
Waxhaw, NC 28173

- Crooked Creek WRF
Delivery Address: 4015 Sardis Church Road
Monroe, NC 28110
- Grassy Branch WRF
Delivery Address: 1629 Old Fish Road (Off NCSR1610)
Monroe, NC 28110
- Old Sycamore WRF
Delivery Address: 10922 Persimmon Creek Drive
Charlotte, NC 28227
- Tallwood WRF
Delivery Address: 488 Brief Road W.
Monroe, NC 28110

7.9 SPILL PREVENTION

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

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

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

7.10 CHEMICAL SPECIFICATION – CALCIUM HYDROXIDE SLURRY

Requirements: Crooked Creek – 69,000 gallons, Grassy Branch – 4,500 Gallons, Old Sycamore - 3,800 gallons, Tallwood – 3,000 gallons, 12 Mile – 160,000 gallons - (estimated annual quantities). Delivered concentration of 30%.

Delivery Method: Twelve Mile – full load, Crooked Creek – full load; Package plant orders will be made in conjunction with the crooked creek order, vendor will deliver to the small loads from the tanker truck to the package plants first then the remainder of the load will be delivered to the crooked creek facility.

Chemical Specifications:

CALCIUM HYDROXIDE SLURRY



CHEMICAL ANALYSIS:

SPECIFICATIONS:

Calcium Hydroxide % by weight

30.0 min aqueous suspension

Inert Ingredients, % by weight

70.0 max.

pH of saturated solution

12.4 @ 25C

Concentration of MgO % by weight

< 3 %

Concentration of SiO₂ % by weight

< 0.5 %

PHYSICAL PROPERTIES:

Appearance and odor

White suspension and odorless

Solubility in water

0.1gm/100gms

Specific Gravity

1.19 – 1.23 g/ml

ADDITIONAL INFORMATION:

- The Supplier shall certify no quicklime is used in the slurry manufacturing process and only finely ground air-classified hydrated lime for preparation of the slurry product.
- The slurry solids will have 99% or higher passing 100 mesh screen.
- Slurry product must be ANSI/NSF Standard 60 certified. Delivery tankers shall be solely used for shipping slurry and equipped with a system to avoid spillage during the off-loading.

- Union County owns and maintains the tanks, mixers, and pumps at the three package plants. Tank sizes for package plants are listed below:
 - Grassy Branch - 675 gallons
 - Tallwood - 675 gallon
 - Olde Sycamore – 975 gallons
- Supplier shall furnish and maintain tanks, mixers, and pumps at the 12 Mile WRF and Crooked Creek WRF locations. Tanks shall have sufficient capacity to store at least 6,200 gallons of product. Feed pumps shall be peristaltic and have a rate of 200-400 GPM for the Crooked Creek Facility and 400-800 GPM for the 12 Mile Facility. An air purge apparatus shall be installed on both systems which will run at periodic intervals, so as to decrease the likelihood of clogging in the lines.

Utilization Location(s): 12 Mile WRF; Crooked Creek WRF; Package Plants: Old Sycamore, Grassy Branch, Tallwood

8 EVALUATION OF BIDS AND AWARD PROCEDURES

8.1 BID INFORMATION

Bids must be made in strict conformance using the Invitation for Bid (IFB) forms provided herein. All blank spaces for bids must be filled in properly. Numbers must be written in ink or typewritten, and the completed 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.

8.2 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.

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. 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.

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

8.4 COST ADJUSTMENTS

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

8.5 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.

8.6 APPLICATION OF NORTH CAROLINA GENERAL STATUTES

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

9 GENERAL CONDITIONS AND REQUIREMENTS

9.1 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.

9.2 FINANCIAL INFORMATION

The Bidder must have the following financial information readily available and have the ability to provide it to the County, without exception, within twenty-four (24) hours upon request during the proposal 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 published statements by agencies that have been issued or published about the entity within the past five (5) years;
3. Indicate whether the Company (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years;
4. 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.

9.3 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

9.4 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.

9.5 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.

9.6 EXCEPTION TO THE IFB

An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the IFB. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this IFB. Other than exceptions that are stated in compliance with this Section, each Bid shall be deemed to agree to comply with all terms,

conditions, specifications, and requirements of this IFB. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 IFB EXPENSE

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

9.12 CERTIFICATION

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

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

9.13 EQUAL EMPLOYMENT OPPORTUNITY

All Firms 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.

9.14 MINORITY AND SMALL BUSINESS PARTICIPATION PLAN

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

9.15 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.

9.16 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.

9.17 DRUG-FREE WORKPLACE

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

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

9.18 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

(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

J. 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

J. 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
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D. PROFESSIONAL LIABILITY

(only for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc)

\$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.

ADDITIONAL INSURANCE REQUIREMENTS

- J. 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.

- J. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- J. 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.
- J. 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.

9.19 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

-----Intentionally Left Blank-----

10 APPENDIX A – PRICE FORM

IFB 2024-053 Calcium Hydroxide Slurry

This bid is for Calcium Hydroxide Slurry as specified in this solicitation. Bidder must submit the proposed Chemical Analysis along with this Bid form.

Delivery Requirement		Price per Gallon	
Bulk Tanker			
Tote			
Total Bid			

Company Submitting Bid: _____

11 APPENDIX B – BID SUBMISSION FORM

IFB 2024-053 Calcium Hydroxide Slurry

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 2024-053 Calcium Hydroxide Slurry

Please acknowledge receipt of all addenda by including this form with your Bid. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or [NC eVP](#) . 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 E – TEMPLATE CONTRACT

IFB 2024-053 Calcium Hydroxide Slurry

-----For informational purposes only. Do not submit with your 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 – Price 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)
Brian W. Matthews, 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
-------------	----------------------------------

D. **PROFESSIONAL LIABILITY**

\$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**

\$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)

\$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 2024-053 Calcium Hydroxide Slurry

-----For informational purposes only. Do not submit with your bid-----



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.