

INVITATION FOR BID

**CAUSTIC SODA
FB18152
CITY/COUNTY UTILITY COMMISSION**

**Bids Will Be Received
until 3:00 PM
November 22, 2017**

IN
ROOM 324, CITY HALL
101 NORTH MAIN STREET
WINSTON-SALEM, NC 27101

by the
CITY/COUNTY PURCHASING DEPARTMENT

Pursuant to NCGS 143-129, sealed proposals endorsed “**CAUSTIC SODA – FB18152**” will be received by the City/County Purchasing Department at the place and time noted above. The Utility Commission reserves the right to reject any and all proposals, and to waive any informalities in the bidding procedures.

BIDDERS MAY SUBMIT ELECTRONICALLY OR BY HARDCOPY - see Proposal Form for instructions. It is the bidder’s responsibility to confirm receipt of their bid proposal.

For additional instructions on submitting bids, contact Darren Redfield at darrenmr@cityofws.org or 336-747-6936 during regular office hours. End of question period is **5:00 PM, November 16, 2017.**

Bidding Agent:
Darren Redfield
Buyer - Purchasing
darrenmr@cityofws.org

Jerry Bates
Purchasing Director

SPECIFICATIONS PREPARED BY:
Utilities staff

INSTRUCTIONS TO BIDDERS

READ, REVIEW AND COMPLY: This entire set of documents constitutes the IFB. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein. This IFB sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable. Costs incurred by any Bidder in the preparation of his/her response to the IFB are the responsibility of the Bidder and will not be reimbursed by the City of Winston-Salem. Bidders shall not include any such expenses as part of their proposals.

INSPECTION OF SITES:

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions relating to the service. Each bidder should fully inform himself as to the facilities involved and any difficulties and restrictions involved in performance of the Contract. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the existing conditions. The City of Winston Salem will be justified in rejecting any claim based on facts that the bidder should have been aware of as a result of his site inspection.

PREPARATION AND SUBMISSION OF BID:

Please read all instructions carefully before preparing and submitting your bid.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

- **The Proposal forms furnished herein must be used and shall not be altered in any manner.**
- All entries on the itemized proposal form shall be written in ink or typed.
- The total amount bid shall be written in the proper place on the itemized proposal form.
- Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
- The bid shall be properly executed. All bids shall show the following information:
 - Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - Name of individual or representative submitting the bid, position or title.
 - Signature of person authorized to submit a bid of behalf of the company.
- Bids submitted by corporations shall bear the seal of the corporation.
- The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- **Required forms: price page, Signature Page, Non-Collusion Affidavit.** Any Addenda issued which affects the quantity or price must be acknowledge.

Bids may be submitted electronically or by hardcopy. See Proposal Form for instructions.

TIME FOR OPENING BIDS:

Bidders or their authorized agents are invited to be present at the public bid opening. Bids received prior to the advertised hour of opening will be securely kept sealed. The agent whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered. Mailed Bids will be treated in every respect as though filed in person and will be subject to the same requirements.

It is the Bidders responsibility to assure that the bid is received by the required deadline. If mail or delivery by other means is delayed beyond the date and hour set for the receipt of the bid, the proposals that are late will not be considered, except by fault of the City it does not reach the bidding agent.

PROPOSER QUESTIONS AND INQUIRIES:

Questions relative to this IFB must be submitted **in writing only** to Darren Redfield, e-mail darrenmr@cityofws.org (email is preferred), by fax: (336) 748-3057 or by letter to the address shown on Proposal Form. **All inquiries must be made by the End of Question Period.** The City will provide written responses to all inquiries received by this date, and responses will be made available to all recipients of this IFB. Any oral responses made by any representative of the City may not be relied upon. Any supplements or amendments to this IFB will be in writing and furnished to potential bidders.

BID AWARD:

Pursuant to N.C.G.S. 143-129, the award will be made to the lowest responsive, responsible Bidder taking into consideration quality, performance, and time specified in the proposal for completion of work. The Owner reserves the right to hold bids for a period of sixty (60) days.

EQUIPMENT AND TOOLS:

The contractor shall use no equipment or tools that are owned by the City of Winston-Salem unless so noted in the Specifications. Neither shall the contractor utilize any employees of the City of Winston-Salem in performing the contract, except for opening locked gates, doors, etc., and giving directions.

MATERIALS:

No materials shall be stored on site and the City of Winston-Salem is not responsible for any materials, equipment or tools lost or stolen from the site. Any materials needed to complete the job shall be included in the bid.

CLEAN-UP:

The area of work shall be cleaned so that the City of Winston-Salem shall not incur any additional costs to make the area suitable for the educational process. Also, the Contractor shall utilize no trash receptacles or dumpsters owned by the City of Winston-Salem. All trash and debris shall be properly disposed of off the property. This will be monitored by the City of Winston-Salem.

PERFORMANCE OF WORK:

All work shall be performed at the highest level of quality. The City shall be responsible for determining the quality of work, and may notify vendor of the same. The City reserves the right to inspect the service of the vendor, to request log sheets and information related to vendor visits to City facilities. If the City determines that corrective action is needed, the City will inform the vendor of such action. Failure to take corrective action as directed shall be grounds for termination of the contract.

TERMINATION OF CONTRACT:

If the contractor fails to perform as outlined herein, the City may terminate the contract by 30-day written notice at its discretion and be liable only for that portion of product delivered.

NOTICE TO PROPOSERS

City Rights and Options

The City, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this IFB at any time
- To cancel this IFB with or without the substitution of another IFB
- To take any action affecting this IFB, this IFB process, or the Services subject to this IFB that would be in the best interests of the City
- To issue addendums and/or additional requests for information
- To require one or more service providers to supplement, clarify, or provide additional information in order for the City to evaluate the responses submitted
- To negotiate a contract with one or more service providers based on the information provided in response to this IFB.

Public Records

Any material submitted in response to this IFB will become a “public record” once the bidder’s document(s) is opened and the bidder is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Chapter 132, North Carolina Statutes. Bidders must claim any applicable exemptions to disclosure provided by law in their response to this IFB. Bidders must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

Familiarity with Laws and Ordinances

The submission of a proposal on the services requested herein shall be considered as a representation that the proposer is familiar with all federal, state, and local laws, ordinances, rules, and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the proposer discovers any provisions in the IFB documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the City in writing without delay.

The successful bidder must comply with all provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a proposal, the successful bidder agrees to indemnify the City from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

The successful bidder agrees that in carrying out this contract, compliance will be maintained with all applicable federal, state, and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

E-Verify Compliance:

Per N.C.G.S. 143-133.3, Contractor compliance with federal E-Verify Law is required and will be so stated in the contract agreement. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

Ethics Policy / Code of Conduct

The City of Winston-Salem has establish guidelines for ethical standards of conduct for City representatives and to provide guidance in determining what conduct is appropriate in particular cases. In establishing an ethics policy, the City of Winston-Salem desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body. To review the City Policy, refer to this link: <http://www.cityofws.org/Home/Departments/Purchasing/Articles/Bids>

It is the policy of the City of Winston-Salem that an employee, officer, or agent of the City may not participate in any manner in the bidding, awarding, or administering of contracts in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, have a financial interest.

IMPORTANT: Winston-Salem City Code (*Chapter 2, Article 1, Sec. 2-3*) provides that the City may disqualify contractors from bidding on contracts of the City if a contractor fails to perform satisfactorily on past or current contracts. Failure to complete work within contract time limits and/or meeting required quality levels are factors that could make a contractor ineligible to bid on future City projects. Satisfactory performance on a job includes: performing work to City standards (including all safety and labor laws), working cooperatively with our inspector and citizens, and completing the project in the time period provided for in the contract.

Contract

The successful bidder for this service will be required to execute the City's Agreement, a sample copy of which is attached to this document.

The Vendor may not begin work and a Purchase Order **WILL NOT** be issued until the vendor doing business with or for the City has provided confirmation of the specification provisions for Insurance have been satisfied and a contract has been fully executed.

The Contractor shall be responsible for any damages caused by him or his workmen to property of the owner. He shall make good in an approved manner at his own expense any such loss, damage, or injury without cost to the owner. The Contractor shall also assume all responsibility to maintain all existing protection, provide, and maintain all such additional protection as required by the governing laws, regulations, ordinances, and safety of personnel and visitors.

**GENERAL INSURANCE REQUIREMENTS
for City of Winston-Salem contracts**

- A. The Contractor shall, during the continuance of all work under the Contract, provide the following:
1. Workers' Compensation Insurance as required by the North Carolina General Statutes.
 2. Commercial General Liability to protect the Contractor against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any negligent action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include, coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than \$1,000,000 for each occurrence, respectively, and shall provide at least \$5,000 in Medical Expenses (Med Pay) coverage.
 3. Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/each accident.
- B. If this Agreement is for a design, engineering or consulting Service, maintain Professional Liability insurance of at least \$1,000,000.00 per incident.
- C. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall submit the certificate with its executed contract. **The City of Winston-Salem shall be named as an additional insured** in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the City of Winston-Salem may possess.
- D. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the City of Winston-Salem on demand. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.
- E. The Contractor will provide on demand certificate copies of all insurance coverage on behalf of the Contract within ten days of demand by the City of Winston-Salem. These certified copies shall be sent to the City of Winston-Salem from the Contractor's insurance agent or representative.
- F. The Contractor shall furnish the City of Winston-Salem thirty days written notice of any changes or cancellation of the policy. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Risk Manager, City of Winston-Salem.

GENERAL INSURANCE REQUIREMENTS - Page 2

G. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, the City of Winston-Salem shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the City of Winston-Salem for the entire additional cost of procuring the uncompleted portion of the contract at time of termination.

H. Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the City of Winston-Salem from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

I. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City of Winston-Salem. The Contractor shall be as fully responsible to the City of Winston-Salem for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

J. Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

K. The Contractor and all subcontractors and sub-subcontractors agree to comply with the State of North Carolina Occupational/Safety and Health Act and the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

Address for Certificate of Insurance:
City of Winston-Salem
P.O. Box 2511
Winston-Salem, NC 27102

PROPOSAL FORM

CAUSTIC SODA UTILITY COMMISSION

BIDDERS:

The Utility Commission wishes to enter into annual contracts for its water and wastewater chemicals. The Commission reserves the right to cancel or not extend the contract at any time and/or at renewal junctures, whether due to discontinuing use of the chemical, budget constraints, or without cause.

Bidders may submit a bid electronically or by hardcopy. Electronic bids shall be submitted by attaching a single file of the required bid forms to an email entitled, “**BID – Caustic Soda, FB18152**” to Darren Redfield at darrenmr@cityofws.org. Such submission will not be opened until the time for receiving bids has arrived.

If mailing a hardcopy proposal, place the bid in a sealed envelope inside the courier’s envelope and label it “**BID ENCLOSED**”. The inner envelope should be clearly labeled “**Caustic Soda, FB18152**” with company name and bid opening date/time. Submit hardcopy proposals to the following location:

U.S. Mail address:
City/County Purchasing Department
Post Office Box 2511
Winston-Salem, North Carolina 27102

or

FedEx / Hand-delivery address:
City/County Purchasing Department
101 N. Main Street, City Hall Room 324
Winston-Salem, North Carolina 27101

NOTE: All quantities shown are estimated. The Utility Commission reserves the right to purchase more or less than these amounts at the firm contract cost during each contract term. All purchases made under the contract in subsequent fiscal years are subject to appropriations by the City Council of the City of Winston-Salem to cover such purchases.

The Initial Period is **January 1, 2018 through December 31, 2018.**

All unit prices shall be guaranteed for the initial contract period. After this initial period, the vendor or Utility Commission may request to extend this contract for another annual period approximately **60 days** prior to the end of each contract period. A request for a unit price increase shall be made in writing along with industry documentation to substantiate the request. The Purchasing Department will verify the request using the latest available monthly CPI index noted below. The Utility Commission reserves the right to not accept the increase and also expects its vendors to give it the benefit of any industry-wide price reduction during the contract period as measured by the same index or based on present market prices, whichever applies or is more favorable to the Utility Commission. Any contract extension is subject to the continuation of usage and availability of funds.

Renewable term contract. The Utility Commission reserves the right to extend each contract for as many as two (2) additional 12-month periods (through December 31, 2020). The vendor may increase prices at the beginning of each additional (annual) period by an amount not to exceed the latest available Consumer Price Index for All Urban Consumers (CPI-U) - the difference from the most recent month to the same month of the previous year - as reported on the U.S. Department of Labor Bureau of Labor Statistics website <http://www.bls.gov/cpi/tables.htm> at the time the extension is pursued (approximately 60 days ahead of renewal date). A properly executed purchase order shall be evidence of an extension agreed to by the parties and that said purchase order shall become a self-executing amendment to the contract.

PROPOSAL – PAGE 2

ITEM #1
50% CAUSTIC SODA

Bidder acknowledgment: The undersigned bidder hereby declares that they have carefully examined the specifications contained herein and will provide all labor, materials, equipment, supervision, and insurance applicable to perform the services herein in accordance with the specifications and the requirements under them for the following sum to wit:

ITEM 1: Supply annually an estimated **500** Tons of Liquid Caustic Soda 50%, per the Specifications, and deliver in approximately 4,000 gallon loads to the Neilson, Swann and Thomas water treatment plants on an as needed basis.

Unit Cost \$ _____/TON

TOTAL for **500** TONS annually:

_____ Dollars \$ _____
(Unit Cost x **500** in written form)

Product must be Delivered FOB to the facility.

Manufactured by: _____

Shipping Point: _____

BIDDER NAME: _____

The apparent low bidder shall provide a certified analysis within 48 hours, if requested by plant staff, for review prior to award by the Utility Commission.

PROPOSAL – PAGE 3

ITEM #2
25% CAUSTIC SODA

Bidder acknowledgment: The undersigned bidder hereby declares that they have carefully examined the specifications contained herein and will provide all labor, materials, equipment, supervision, and insurance applicable to perform the services herein in accordance with the specifications and the requirements under them for the following sum to wit:

ITEM 1: Supply annually an estimated **90** Tons of Liquid Caustic Soda 25%, per the Specifications, and deliver in approximately 4,000 gallon loads to the Elledge and Muddy Creek wastewater treatment plants on an as needed basis.

Unit Cost \$ _____/TON

TOTAL for **90** TONS annually:

_____ Dollars \$ _____
(Unit Cost x **90** in written form)

Product must be Delivered FOB to the facility.

Manufactured by: _____

Shipping Point: _____

BIDDER NAME: _____

The apparent low bidder shall provide a certified analysis within 48 hours, if requested by plant staff, for review prior to award by the Utility Commission.

PROPOSAL – PAGE 5

For the purpose of issuing Purchase Orders and paying invoices, please indicate the following for prompt P.O. and payment distribution:

COMPANY

CONTACT PERSON

MAILING ADDRESS (or PO BOX)

TELEPHONE

CITY, STATE, ZIP

EMAIL ADDRESS

ALL BIDS MUST BE F.O.B. DELIVERED TO PLANT LOCATIONS - NO ADDITIONAL PAYMENTS WILL BE MADE FOR FUEL SURCHARGES, SHIPPING CHARGES, PALLETS, DRUMS, ETC.

PROPOSAL SIGNATURE PAGE

Submission of a bid proposal shall indicate that the proposer has made themselves fully aware of the requirements for providing the service requested by the City of Winston-Salem. It is certified that this proposal is made in good faith and without collusion with any other person bidding on this contract or with any officer or employee of the City of Winston-Salem. **The Bidder must sign and include the Non-Collusion Affidavit Form with its proposal for the bid to be considered.**

The undersigned certifies that they have read and understood all the provided bidding documents, the project specifications, and agree to the terms and conditions stated herein. **This bid must be signed by a responsible official of the bidding organization and notarized.**

Company

Date

Authorized Signature (*required*)

E-Mail Address

Printed or Typed Name and Title

Telephone Number

Address (P.O. Box or Street)

City, State, Zip

On this ___ day of _____, 20___ before me _____(name) appeared and being duly sworn, did execute the foregoing proposal, and did so state that he/she was properly authorized by _____(company name) to execute this proposal and did so on his/her free act and deed.

Notary Public _____ My commission expires _____ (SEAL)

The following information is requested for statistical purposes only. The provision or omission of this information will neither affect nor influence the award of these contracts. Bidder further certifies that:

We () are a minority business enterprise. If yes, please identify in the appropriate box below:

- () Black
- () Hispanic
- () Asian American including Indian Subcontinent and Pacific Islands
- () Native American Indian including Eskimos and Aleuts
- () socially and economically disadvantaged
- () disabled

We () are a woman-owned business enterprise.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

required – attach to bid

State of _____)

County of _____)

Project/Service/Product: **CAUSTIC SODA – FB18152**

_____, being first duly sworn, deposes and says that:
(Printed Name)

1. He/she is (circle: owner, partner, officer, representative or agent) of _____
_____, the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Winston-Salem, Forsyth County, or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this Affiant.

Signature Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public: _____ (SEAL)

My Commission Expires: _____

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter, this "Agreement"), entered into this ____ day of _____, 20__, by and between the **CITY OF WINSTON-SALEM**, a North Carolina municipal corporation (hereinafter, the "City") and _____(hereinafter "Contractor").

WHEREAS, the City and Contractor desire to enter into an Agreement whereby Contractor shall provide the following Service: _____

NOW, THEREFORE, in consideration of the mutual promises and obligations herein set forth, the sufficiency and adequacy of which is hereby acknowledged, the parties, and their respective successors, assigns, executors, administrators and legal representatives, hereby agree as follows:

General Terms. The Contractor shall provide the Service set forth hereinabove, in consideration for payment of no more than _____00/100 Dollars (\$_____) based on Contractor's proposal which is dated _____ attached hereto and incorporated herein by reference. Should any term of the attached proposal conflict with the terms contained in this Agreement, the terms of this Agreement shall control and supersede those terms of the Contractor's proposal. The Contractor warrants that it will perform the Scope herein in a good and workmanlike manner and that it knows and is familiar with all applicable laws, regulations and standard practices regarding these Services and has the expertise necessary to properly perform the obligations undertaken by this Agreement. The Contractor, and its employees and subcontractors, shall perform the Services herein as Independent Contractors and are not entitled to employee benefits of any kind. This Agreement will not be construed in any way to be a joint venture, partnership or employer-employee relationship. The Contractor further understands and agrees that he is responsible for the payment of all state and federal income taxes. In addition, the Contractor shall provide the City a business license and any other licenses or certifications required by federal, state or local law as well as copies of any amendments or renewals thereof. The Contractor shall give the City at least thirty (30) days written notice prior to any cancellation, modification or non-renewal of any license and/or certification required by federal, state or local law. Neither party may assign, transfer or delegate any of the rights or obligations herein without the prior written consent of the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and the venue for any litigation arising out of this Agreement shall be Forsyth County.

Payment. Contractor shall invoice City no more or less than once every 30 days. The City has the right to request that the Contractor provide reasonable documentation to support an invoice.

Release and Indemnity. The Contractor hereby releases and forever discharges the City, its agents and employees, from any and all claims, demands, expenses, costs and liabilities of any kind or nature directly or indirectly related to any personal injury and/or property damage arising out of the performance of the Service, except those claims that result from the sole negligence of the City or a City employee acting within the scope of the employment. The Contractor shall indemnify, defend and hold harmless the City, its agents and employees from and against any and all claims, demands expenses, costs and liabilities of any kind or nature, directly or indirectly caused by, arising out of, or related to the intentional, negligent or reckless acts or omissions of the Contractor, or its agents, employees or sub-contractors, in the performance of these services.

Insurance. During the performance of the Service described herein, the Contractor shall:
(1) Maintain Commercial General Liability to protect the Contractor, its subcontractors, and the City against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include, coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than

\$1,000,000 for each occurrence, respectively. The minimum liability coverage required may be increased depending on the nature of the services provided.

(2) Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.

(3) Maintain Workers' Compensation insurance as required by North Carolina law.

(4) Provide to the City's Risk Manager, before beginning the Service, an original, signed Certificate of Insurance, evidencing such insurance, naming the City as an additional insured and stating that the coverage is primary to any other coverage the City may possess. The Contractor shall furnish the City immediate written notice of any changes or cancellation of the policy. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the City's Risk Manager. Insurance coverage required in these specifications shall be in force throughout the Term. Municipal Exclusions, if any, for General Liability coverage shall be deleted. Should Contractor fail to immediately provide acceptable evidence of current insurance at any time during the Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the City for all available remedies – in equity and at law.

(5) The Contractor will secure evidence of all insurance policies of its subcontractors which shall be made available to the City on demand. The Contractor shall require its subcontractors to name the Contractor and the City as additional insured parties on the subcontractor's general and automobile liability insurance policies. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.

(6) Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the City from supervising and/or inspecting the project as to the end result.

Termination. Unless otherwise agreed upon in writing by the parties, this Agreement may be terminated by either party for convenience with no less than ten calendar days notice. In the event of termination, the Contractor will be paid for all Services properly rendered to the date of termination and shall promptly discontinue all Services affected (unless a termination notice from the City directs otherwise). In the event of any termination, the Contractor will be paid for all Services properly rendered to the date of termination and she shall (i) promptly discontinue all Services affected (unless a termination notice from the City directs otherwise); and (ii) deliver to the City all documents, data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing the Services herein. Other than being paid for Services properly rendered to the date of termination, Contractor hereby waives any and all other claims for lost profits, lost opportunity, and for any and all other direct, indirect special and consequential damages. In the event that the City terminates this Agreement due to the Contractor's poor workmanship, failure to perform the Service set out herein or, otherwise, for breach of the Agreement, or in the event that the Contractor terminates this agreement for convenience or otherwise, the City may pursue and recover all remedies available at law or in equity, as these remedies are cumulative and do not exclude each other.

Reuse of Documents. All documents, including drawings, specifications, supporting calculations, computer software, etc., prepared by the Contractor pursuant to this Agreement are instruments of service with respect to this Agreement and Contractor shall provide at least one copy of each to City upon City's request. The reuse of these documents by the City or by others authorized by the City, whether in this project or any other project, entitles the Contractor to no additional compensation. The City reserves the right to require the Contractor to submit copies to the City of any Service information and documentation during and after the completion of the Service with the Contractor's compensation being limited to the direct printing and copying expense and/or direct expenses to copy and supply computer information on a diskette. The Contractor's indemnity, release and

warranty are limited to the use contemplated in this Agreement and Contractor shall not be liable to the City or any third party for any claim arising out of the use of the Contractors documents apart from this Agreement.

Notices. Any notice or other communication herein shall be in writing and shall be sent via a method permitting confirmed receipt (such as registered U.S. mail or an overnight courier service such as Federal Express). All notices shall be confirmed by facsimile transmission. All notices shall be deemed given when deposited, postage prepaid, in the United States mail or to the overnight courier service, addressed as set forth below, or to such other address as any one party shall advise the other in writing:

If to the City:

Name:

Position:

Address:

If to the Contractor:

Name:

Position:

Address:

Severability. If any provision of this Agreement is held to be void, invalid, illegal or unenforceable under any law or regulation, such void, invalid, illegal or unenforceable provision shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor and this Agreement shall be considered as if such void, invalid, illegal or unenforceable provision had never been including herein.

Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions and agreement, whether written or oral, between the parties regarding same. Headings within the Agreement are for convenience only and do not define, limit or construe the contents of such sections.

Amendment or Modification. This Agreement cannot be amended or modified except by another written document duly signed and executed by the City and the Contractor.

Waiver. Failure or delay on the part of the City to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver of any current or future default. Further, a waiver of one provision of this Agreement is not a waiver of all or future provisions of this Agreement.

Safety Rules. Contractor hereby acknowledges that it has reviewed and agrees to abide by the City’s “Safety and Environmental Requirements for Contractors” located on the City’s website – www.cityofws.org – and whose specific address is:

<http://www.cityofws.org/Assets/CityOfWS/Documents/Employee Health and Safety/SafetyReq.pdf>

ADA, OSHA and Equal Opportunity. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (ADA), the State of North Carolina Occupational/Safety and Health Act (OSHA) and the State and Federal Equal Opportunity Statutes, as well as all rules and regulations promulgated thereunder.

Suspension and Debarment; Contractor hereby certifies that neither it, nor its agents or subcontractors: (1) are presently debarred, suspended, proposed for suspension or debarment from contracting by any Federal or State Department or Agency, or (2) have been declared ineligible or voluntarily excluded from contracting by or with any Federal or State Department or Agency. Any contract entered into with a contractor or subcontractor that has been debarred or suspended, declared ineligible or voluntarily excluded from contracting with or by any Federal or State Department or Agency may be terminated at the sole discretion of the City.

E-verify compliance. Per N.C.G.S. 143-133.3, the Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a subcontractor, the

Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

Iran Divestment Act. Contractor hereby certifies that it is not on the North Carolina State Treasurer’s list of persons engaging in business activities in Iran, prepared pursuant to NCGS G.S. 147-86.58, nor will Contractor utilize on this agreement any subcontractor on such list.

Term Contract. The initial contract period will be _____. The City reserves the right to extend this contract for as many as two (2) additional twelve (12) month periods, provided that both parties are in agreement and funds are made available for this purpose. The vendor may increase prices at the beginning of each additional (annual) period by an amount not to exceed the Consumer Price Index for All Urban Consumers (CPI-U) - the difference from the most recent month to the same month of the previous year - as reported on the U.S. Department of Labor Bureau of Labor Statistics website <http://www.bls.gov/cpi/tables.htm> at the time the extension is pursued (approximately 60 days ahead of renewal date). For the first renewal, it will be divided by the month the contract began. The City of Winston-Salem reserves the right to cancel the contract without prejudice by providing a thirty (30) day written notice. A properly executed purchase order shall be evidence of an extension agreed to by the parties and that said purchase order shall become a self-executing amendment to the contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and the year first above written.

CITY OF WINSTON-SALEM

(SEAL)
Attest:

City Secretary

City Manager

This instrument has been pre-audited in the manner required by the Local Government and Fiscal Control Act.

Approved as to form and legality.

This ____ day of _____, 20____.

This ____ day of _____, 20____.

Financial Officer

City Attorney

VENDOR

(SEAL)
Attest:

Secretary

President / Owner

Printed Name

GENERAL CONDITIONS and INSTRUCTIONS
CITY OF WINSTON-SALEM, NC

1. The specified item(s) shall be delivered F.O.B. to Winston-Salem, North Carolina, according to the address stated on the Purchase Order unless stated otherwise in the Detailed Specifications.
2. The Purchase Order Number, Item Number, and Inquiry Number shall be affixed to the outside of each packing crate or carton and items not in packing material.
3. The City reserves the right to reject any and all shipments if the supplier fails to meet all terms and conditions of the contract award.
4. Suppliers of equipment requiring service connections must visit the field site to check buildings, measurements, and conditions (ex. deliveries must be from rear of tanker). Vendor must have own air supply and hoses for offloading product.
5. The supplier is responsible for all errors, omissions, and deviations from the contract requirements in shop drawings when such drawings are submitted by the supplier and approved by the City.
6. The successful bidder must prepare two (2) printed sets of operating instructions, recommended maintenance schedules, parts lists, and descriptive literature for the City, if applicable.
7. After an installation is completed, the supplier shall instruct the designated City personnel in the proper use of the equipment.
8. On notification by the customer, the supplier must remove all equipment and reconstruct or refurnish any defects or work rejected by the City. The expense of removing, reconstruction, replacing, or refurnishing unfit, unsound, or damaged work or material shall be the responsibility of the supplier.
9. Payment will be made within thirty (30) days after acceptance by the City. If partial payments are provided for, final payment will be made after acceptance by the City.
10. In the case of installed equipment, twenty-five percent (25%) of the total contract award shall be withheld until the equipment and installation is accepted by the City. Withholding twenty-five percent (25%) of the contract award shall not affect the discount terms of the contract.
11. All equipment will be guaranteed against defects in materials and workmanship for a period of not less than one year from the date the equipment is put into service, and accepted by the City. Copies of all guarantees and warranties are to be attached to the bids.
12. The City reserves the right to reject any or all bids, and to waive informalities.
13. In accordance with State Law (G.S. 143-129), the award will be made to the lowest responsible bidder taking into consideration quality, performance and time specified in the proposal for the performance of the contract.

14. Taxes:
 - A. Federal: The City is exempt from Federal Excise Taxes. The City will issue Federal Excise Exemption Certificates or Internal Revenue Tax Exemption Number only upon request of the contractor. Issuance of the certificate does not mean that the contract is entitled to a tax refund. All requests for refunds are to be handled by the contractor. The City, will not guarantee any Federal Tax refunds to the contractor.
 - B. State: Applicable North Carolina Sales and Use Taxes are NOT to be shown on bids, but are to be added to invoices as a separate item.
15. All supplies, materials, and equipment must be new and in first class condition. Bids offered on inferior or "second-line" equipment will not be accepted.
16. Not used.
17. If a bidder cannot meet the minimum requirements of the detailed specifications, he must outline and itemize each instance by a letter of transmittal and detail the item he offers.
18. **All bids must be firm and not subject to increase during any contract period. Only at renewal may price be increased.**
19. The supplier shall give the City the benefit of any industry-wide price reduction during the contract period.
20. **The unit price as well as total price for each item must be listed for purposes of individual evaluation.** Unit price(s) will prevail in the event of a math error calculating total price, where the line item total price and the grand total price shall then be adjusted accordingly.
21. The City reserves the right to hold bids open for a period of sixty (60) days after bid opening before making awards.
22. No special inducements will be considered that are not a part of the original bidding document.
23. BID DEPOSIT REQUIREMENTS: NOT REQUIRED FOR THIS BID.
24. PERFORMANCE BOND REQUIREMENTS: NOT REQUIRED FOR THIS BID.
25. The award of this contract constitutes a preliminary determination as to the qualification of the bidder. The City is not legally bound to perform the contract until the contract is duly executed by the City. The bid deposit shall be retained if the bidder fails to execute the contract or give satisfactory surety as required by N.C.G.S. 143-129.
26. The City in each case refers to the City of Winston-Salem and/or the City/County Utility Commission, an Agency of the City of Winston-Salem.
27. It is the policy of the city of Winston-Salem that a City employee, officer or agent of the City may not participate in personal services or construction in which contract or the subcontractor, or any member of his immediate family, business partner or any organization in which they serve as an officer, director, trustee or employee, has a financial interest.

28. The successful bidder must comply with the provision of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a proposal, the successful bidder agrees to indemnify the City from and against all claims, suits, damages, costs, loses, and expenses in any manner arising out of or connected with the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.
29. Not used.
30. **Bid proposals must be on the forms provided in this document.**
31. The Owner reserves the right to increase or decrease the quantity of product to be delivered under this contract, as described in the Proposal, without thereby altering or invalidating any terms of the Contract or Proposal or the prices therein named. Such Owner alterations shall not constitute a claim for damage nor for loss of anticipated profits. If such alterations increase the quantity of product to be delivered, payment of said additional amount shall be based on Unit Prices submitted below under the Item Section of the Proposal.

DETAILED SPECIFICATIONS

ITEM #1 - **50% CAUSTIC SODA**

PURPOSE:

1. The City of Winston-Salem/Forsyth County Utilities Commission desires to enter into a contract for its supply of 50% sodium hydroxide (caustic soda) solution to be used for water purification. The Commission reserves the right to extend this contract annually for up to four (4) additional terms.
2. Award: the contract will be awarded to the responsible bidder submitting the lowest contract price.

CERTIFICATIONS REQUIRED:

1. The material furnished under this contract shall conform to the latest revision of the American Water Works Association Standard for Caustic Soda, 8501-03 and must be certified as meeting ANSI/NSF Standard 60.
2. Vendors shall bid a unit price per dry ton of sodium hydroxide provided in the form of a 50% solution. The unit price shall include freight and delivery charges. The contract will be awarded to the responsible bidder submitting the lowest contract price. The contract price will be equal to the unit price per ton times the estimated bid quantity.
3. Any exception(s) to any of the specifications detailed herein must be fully explained in a letter accompanying the bid.
4. A certified truck weight (gross, tare and net) shall accompany each load for purposes of determining the tons of product delivered. Each certified weight ticket shall be from a facility that holds a current North Carolina Public Weigh master license and shall be certified as such. It is acceptable to submit a pre and post-delivery weight ticket for payment.
5. A certificate of analysis shall accompany each load of caustic soda delivered and shall have a minimum of the following information:
 - Name of the manufacturer and method by which the material was produced, whether by Mercury Cell process or other means.
 - Specific Gravity at 60°F.
 - Total Alkalinity as Na₂O, WT%
 - Hydroxide Alkalinity as NaOH, WT%
 - Sodium Carbonate as Na₂CO₃, WT%
 - Sodium Chloride as NaCl, WT%
 - Sodium Chlorate as NaClO₃, WT%
 - Iron as Fe, mg/L
 - Copper as Cu, mg/L
 - Nickel as Ni, mg/L
 - The total measured weight (in grams) of 100 mL delivered solution

PHYSICAL AND CHEMICAL CHARACTERISTICS:

1. The material provided under this contract shall contain 50% sodium hydroxide (NaOH) by weight and shall have a specific gravity of **1.530 at 60°F**.
2. A statement of the equivalent dry weight of sodium hydroxide of each shipment shall be submitted, from which the cost of the shipment will be calculated. Dry tons of sodium hydroxide shall be calculated using the following formula:

$$\text{Caustic Soda, dry tons} = \frac{\text{Total weight of material delivered, lbs} \times \% \text{ Sodium Hydroxide}}{200,000}$$

3. The Commission reserves the right to award the contract on the basis of price and/or suitability of the material based on the analysis of the material.
4. The material shall contain no compound capable of producing a deleterious or injurious effect upon the health of those consuming water that has been properly treated with the 50% caustic soda.

PACKAGING AND DELIVERY:

1. Suppliers shall bid a unit price per ton to supply the sodium hydroxide solution. The contract will be awarded to the responsible bidder offering the lowest contract price.
2. The price bid by the supplier shall include all delivery and shipping charges to the plant sites. The Commission will not pay any special fuel surcharges or handling charges.
3. The amount of sodium hydroxide the Commission plans to purchase annually under this contract is an estimate based on current conditions. The Commission reserves the right to purchase more material or less material under this contract based on our actual need.
4. Delivery instructions will be given to the supplier when a request for an order is placed. Questions concerning delivery should be directed to the following personnel:
 - **Neilson Water Treatment Plant:** Gabriel Sparks, (336) 766-9885
 - **Swann Water Treatment Plant:** Billy Goss, (336) 945-1179
 - **Thomas Water Treatment Plant:** Donna Lankford, (336) 788-0152
5. The material shall be delivered on an "as-needed" basis in – 4,000 gallon tanker loads. Deliveries shall be made within three workdays of the supplier receiving a request for delivery. Delivery of this material must be made on weekdays, excluding holidays, after 7:00 AM and in sufficient time to have unloading operations completed before 3:30 PM unless special arrangements have been made ahead of time with the plant supervisor.
6. Tanker truck drivers shall be equipped with the appropriate PPE for their use during off-loading operations. Tanker drivers shall verify with plant personnel that the connections between the tanker and the storage tank are secure; that wheel chocks are in place on the tanker and that the correct material is present in the tanker before off-loading operations begin. The delivery truck shall be capable of discharging the entire contents of the tanker against an elevation head of 20 feet. The delivery hose shall be compatible with the two-inch OPW male fitting on the tank fill lines.

7. The Commission reserves the right to analyze the material upon delivery and reject it for failure to meet these specifications. The supplier shall pay all freight charges on rejected material.
8. If requested by the plant supervisor, the supplier's truck driver shall collect a representative sample of the load prior to unloading. Sampling shall be done with the aid of plant personnel and the Commission will supply routine sampling apparatus, bottles and tags.
9. The supplier shall provide on-site technical service during the term of the contract if requested to do so by the Commission.

DETAILED SPECIFICATIONS

ITEM #2 - **25% CAUSTIC SODA**

PURPOSE:

1. The City of Winston-Salem/Forsyth Utility Commission desires to enter into a contract for the supply of 25% Sodium Hydroxide (caustic soda) solution for use at the Commission's two wastewater treatment plants. The City reserves the right to extend this contract in annual or bi-annual periods for up to four (4) additional terms.
2. Award: the contract will be awarded to the responsible bidder submitting the lowest contract price.

CERTIFICATIONS REQUIRED:

1. The material furnished under this contract shall conform to the latest revision of the American Water Works Association Standard for Caustic Soda, 8501 and must be certified as meeting ANSI/NSF Standard 60.
2. Vendors shall provide bids for both a six month and a one year contract per the estimated bid quantities given. Each bid shall show the unit price per dry ton of caustic soda provided (as a 25% solution) and the total contract price. The contract price will be equal to the unit price per ton multiplied by the estimated dry tons to be purchased during the two contract periods being considered.
3. The price bid by the supplier shall include all delivery and shipping charges.
4. Any exception(s) to any of the specifications detailed herein must be fully explained in a letter accompanying the bid.

PHYSICAL AND CHEMICAL CHARACTERISTICS:

1. The material provided under this contract shall contain 25% sodium hydroxide (NaOH) by weight and shall have a specific gravity of **1.278 at 60°F**.
2. The material provided under this contract shall contain no compound or contaminant that will inhibit or interfere with the wastewater treatment process or that will pass through the treatment plant in such a form so as to harm the receiving stream.
3. A statement of the equivalent dry weight of sodium hydroxide of each shipment shall be submitted, from which the cost of the shipment will be calculated. Dry tons of sodium hydroxide shall be calculated using the following formula:

$$\text{Caustic Soda, dry tons} = \frac{\text{Total weight of material delivered, lbs} \times \% \text{ Caustic Soda}}{200,000}$$

4. The Commission reserves the right to award the contract on the basis of price and/or suitability of the material based on the analysis of the material.

PACKAGING AND DELIVERY:

1. The material shall be delivered to the Archie Elledge and the Muddy Creek Wastewater Treatment Plants in ~4,000 gallon tanker loads. The address for each of the facilities are as follows:

Archie Elledge WWTP
2801 Griffith Road
Winston-Salem, North Carolina 27103
Contact: **Jon Southern at 336-397-7600**

Muddy Creek WWTP
4561 Cooper Road
Winston-Salem, North Carolina 27127
Contact: **Keith Jones at 336-397-7679**

2. The material shall be delivered on an "as needed" basis and deliveries shall be made within three work days of the supplier receiving a request for delivery. Delivery of this material must be made on weekdays, excluding holidays, after 7:00 AM and in sufficient time to have unloading operations completed before 3:30 PM unless special arrangements have been made ahead of time with the plant supervisor.
3. Tanker truck drivers shall be equipped with the appropriate PPE for their use during off-loading operations. Tanker drivers shall verify with plant personnel that the connections between the tanker and the storage tank are secure, that wheel chocks are in place on the tanker and that the correct material is present in the tanker before off-loading operations begin. The delivery truck shall be capable of discharging the entire contents of the tanker against an elevation head of 20 feet. The delivery hose shall be compatible with the two-inch OPW male fitting on the tank fill lines.
4. The amount of caustic soda specified to be purchased in this contract is an estimate based on current expectations. The Commission reserves the right to purchase more chemical or less chemical than specified based on the plant's actual needs.
5. The Commission reserves the right to analyze the material upon delivery and reject same for failure to meet these specifications. All freight charges on rejected material shall be paid by the supplier.
6. If requested by the plant supervisor, the supplier's truck driver shall collect a representative sample of the load prior to unloading. Sampling shall be done with the aid of plant personnel and the Commission will supply routine sampling apparatus, bottles and tags.
7. The supplier shall provide on-site technical service during the term of the contract if requested to do so by the Commission.