



**City of Rocky Mount**

**Water Resources**

**Invitation for Bid #: 320-030620RP**

**Water Purification Chemicals 2020 - 2021**

**Date Issued: June 4, 2020**

**Bid Opening Date: June 18, 2020**

**At 2:00 PM ET**

**Direct all inquiries concerning this IFB to the Purchasing Office:**

Ramona Plemmer

Senior Purchasing Technician

Email: [ramona.plemmer@rockymountnc.gov](mailto:ramona.plemmer@rockymountnc.gov)

Phone: 252-972-1226



ROCKY MOUNT, NC  
THE CENTER OF IT ALL

## CITY OF ROCKY MOUNT

### Invitation for Bids # 320- 030620RP

\_\_\_\_\_ For City of Rocky Mount Purchasing Office processing, including tabulation of bids in the Interactive Purchasing System (IPS), and City of Rocky Mount Purchasing webpage do provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.  
Failure to do so shall be sufficient cause to reject your bid.**

**ID Number:**

\_\_\_\_\_  
Federal ID Number or Social Security Number

\_\_\_\_\_  
Vendor Name

***Sealed, mailed responses ONLY will be accepted for this solicitation.***



## City of Rocky Mount Water Resources

**Refer ALL Inquiries regarding this IFB to:**  
*Ramona Plemmer, Senior Purchasing Tech*  
 ramona.plemmer@rockymountnc.gov

**Invitation for Bids # 320-030620RP**

**Bids will be publicly opened: June 18, 2020**

**Contract Type: Goods**

### **EXECUTION**

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or Department. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any City Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the City, or from any person seeking to do business with the City. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

**Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
<b>VENDOR'S AUTHORIZED SIGNATURE*:</b>	<b>DATE:</b>	EMAIL:

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days.

### **ACCEPTANCE OF BID**

If any or all parts of this bid are accepted by the City of Rocky Mount, an authorized representative of City of Rocky Mount Purchasing Office shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

**FOR CITY USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on the attached certification, by \_\_\_\_\_  
 (Authorized Representative of City of Rocky Mount Purchasing Office.)

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## 1.0 PURPOSE AND BACKGROUND

The City of Rocky Mount seeks to contract with qualified chemical companies to provide the “Water Purification Chemicals 2020-2021” requirements on a contract basis commencing at the time of award in July 2020 through June 30, 2021 or as otherwise stated. The reserves the right to extend the contract for up to two (2) years if both parties are in agreement and there are no price increases.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

### 2.1 INVITATION FOR BIDS DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

### 2.2 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions, the Cities’ terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB (including proposed alternate language), those **must** be submitted as questions in accordance with the instructions in Section 2.4. BID QUESTIONS. If the City determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an IFB addendum. The City may also elect to leave open the possibility for post-contract negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the City rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s bid. This applies to any language appearing in or attached to the document as part of the Vendor’s bid that purports to vary any terms and conditions or Vendors’ instructions herein or to render the bid non-binding or subject to further negotiation. *Vendor’s bid shall constitute a firm offer.* **By execution and delivery of a bid in response to this IFB, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as nonresponsive. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.**

Contact with anyone working for or with the City regarding this IFB other than the City of Rocky Mount Purchasing Office Contract Lead named on the face page of this IFB or in the manner specified by this IFB shall constitute grounds for rejection of said Vendor’s offer, at the Cities election.

### 2.3 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The City will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	City	Thursday, June 4, 2020
Submit Written Questions	Vendor	Wednesday, June 10, 2020
Provide Responses to Questions	City	Friday, June 12, 2020
Submit Bids	Vendor	Thursday, June 18, 2020 by 2:00 pm
Contract Award	City	July 2020

**2.4 BID QUESTIONS**

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be e-mailed to *ramona.plemmer@rockymountnc.gov* by the date and time specified above. Vendors will enter “IFB #320-030620RP – Questions” as the subject for the email. Questions submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the City’s response, and any additional terms deemed necessary by the City will be posted in the form of an addendum to the City of Rocky Mount Purchasing bid webpage <http://www.rockymountnc.gov/bids>, and/or Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise concerning this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

**2.5 BID SUBMITTAL**

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor’s sole responsibility to ensure its bid has been submitted to this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity or service as described herein.

**[By Mail]**

If applicable to this IFB, sealed bids, subject to the conditions made a part hereof and the submission requirements described below, shall be delivered to the physical address indicated in the table below, for furnishing and delivering those items or Services as described herein.

Vendors shall deliver to the address identified in the table above: one **(1) paper copy**.

All bids shall be submitted in a sealed envelope. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table, below. File contents **shall NOT** be password-protected but, shall be in .PDF or XLS format, and shall be capable of being copied to other sources.

Bids shall be marked on the outside of the sealed envelope with the Vendor’s name, IFB number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package. Do not include bids for more than one solicitation in the same package.

<b>MAILING ADDRESS FOR DELIVERY OF BID VIA U.S. POSTAL SERVICE</b>	<b>OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER</b>
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<p><i>BID NUMBER: 320-030620RP</i>  <i>Attn: City of Rocky Mount</i>  <i>Purchasing Office</i>  <i>Attn: Ramona Plemmer</i>  <i>PO Box 1180</i>  <i>Rocky Mount, NC 27802-1180</i></p>	<p><i>BID NUMBER: 320-030620RP</i>  <i>City of Rocky Mount</i>  <i>Purchasing Office 4<sup>th</sup> Floor</i>  <i>Attn: Ramona Plemmer</i>  <i>331 S. Franklin St.</i>  <i>Rocky Mount, NC 27802-1180</i></p>
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All Vendors are urged to take the possibility of delay into account when submitting a bid. **Attempts to submit a bid via facsimile (FAX) machine, telephone or e-mail, in response to this IFB shall NOT be accepted.**

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s).

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors bidding on this IFB periodically check the City's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

Contact with anyone working for or with the City of Rocky Mount regarding this IFB other than the City of Rocky Mount Purchasing Office Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the City of Rocky Mount Purchasing Office election.

**2.6 BID CONTENTS**

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and shall include an authorized signature where requested. Vendor response to this IFB shall include each of the following items and these items should be arranged in the following order:

- a) Completed and signed version of EXECUTION PAGE, along with the body of the IFB and signed receipt pages of any addenda released in conjunction with this IFB (if required to be returned).
- b) Completed version of ATTACHMENT A: PRICING FORM
- c) ATTACHMENT B: TERMS AND CONDITIONS
- d) Completed and signed version of ATTACHMENT C: SUPPLEMENTAL VENDOR INFORMATION

**2.7 ALTERNATE BIDS**

Vendor may submit alternate bids for various methods or levels of service(s) or that propose different options, in addition to its principal bid. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #\_\_\_ for ("name of Vendor)". Each bid must be for a specific set of goods and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid document. Each bid must be complete and independent of other bids offered.

**2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

- a) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing Department.
- b) **BUYER:** The employee of the City or Other Eligible Entity that places an order with the Vendor.
- c) **CITY:** The City of Rocky Mount personnel associated with this solicitation and the Purchasing Office.
- d) **CONTRACT LEAD:** Representative the City of Rocky Mount Purchasing Office identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the City and is the individual who will administer The Contract for the City.
- e) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request a Vendor to separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
- f) **IFB:** Invitation for Bids.

- g) **LOT:** A grouping of similar products within this IFB.
- h) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- i) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- j) **THE CONTRACT:** A contract resulting from or arising out of Vendor responses to this solicitation document.
- k) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids. Following award of a contract, the term refers to an entity receiving such an award.

### **3.0 METHOD OF AWARD AND BID EVALUATION PROCESS**

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#### **3.1 METHOD OF AWARD**

Contracts will be awarded in accordance with G.S. 143-129, 143-131 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All qualified bids will be evaluated, and award or awards will be based on the qualified bid(s) offering the lowest price that meets the requirements set out herein.

While the intent of this IFB is to award a Contract(s) to multiple Vendors, the City reserves the right to make separate awards to different Vendors for one or more line items, to not award any portion of the goods or services or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the City to do so.

The City reserves the right to waive any minor informality or technicality in bids received.

#### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using Department, issuing department, other City department, or body (including the purchaser named above, division secretary, members of the City Council and/or City Manager's office), or private entity, if the communication refers or relates to the content of Vendor's bid or qualifications, the contents of another Vendor's bid, another Vendor's qualifications or ability to perform the contract, or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless the City makes a written determination, in its discretion, that the communication was harmless, that it was made without intent to influence and that the best interest of the City would not be served by the disqualification. If a Vendor, its sub-contractor or supplier engage in any of the foregoing communications during the time that the solicitation is open (i.e., the issuance date of the procurement to the date of bid opening), such conduct shall constitute sufficient cause to disqualify the Vendor's bid. Only those discussions, communications or transmittals of information authorized or initiated by the issuing Department for this IFB or general inquiries directed to the Purchasing Office Contract Lead named in the IFB and regarding requirements of the IFB (prior to bid submission) or the status of the contract award (after submission) are excepted from this provision.

#### **3.3 BID EVALUATION PROCESS**

The City shall review all Vendor responses to this IFB to confirm that each one complies with the specifications and requirements of the IFB.

**The City will conduct an evaluation of Bids, as follows:**

Bids will be received from each responsive Vendor in the method stated in section 2.6.



All bids shall be received by the issuing Department not later than the date and time specified on the cover sheet of this IFB, or as modified by a bid addendum.

At the date and time specified as the bid opening, the bid responses from each responding Vendor will be opened publicly and the name of the Vendor and bid's total cost will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At its option, the City may request clarifications, oral presentations or discussion with any or all Vendors in order to clarify or to amplify the materials presented in any part of the bid or requested in the IFB. Vendors are cautioned, however, that the City is not required to request presentations or other clarification—and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested goods and services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

The City reserves the right to reject all original offers and request one or more of the Vendors submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the City, if the initial responses to the IFB have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the City will make Award(s) based on the evaluation and post the award(s) to the City of Rocky Mount Purchasing bid webpage and/or IPS under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the City.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the City reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of the City.

### **3.4 INTERPRETATION OF TERMS AND PHRASES**

This Invitation for Bids serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract that results from this procurement. As such, all terms in the Invitation for Bids shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Invitation for Bids. Except as specifically stated in the Invitation for Bids, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Department exercising its discretion to reject a bid in its entirety.

## **4.0 REQUIREMENTS**

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This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the City to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

### **4.1 CONTRACT TERM**

The Contract shall have an initial term of twelve (12) months, effective on July 1, 2020 through June 30, 2021.

At the end of the Contract's current term, the City shall have the option, if both parties are in agreement, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. The City will give

the Vendor written notice of its intent whether to exercise each option no later than 30 days before the end of the Contract's then-current term. In addition, the City reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

**4.2 PRICING**

All bid prices shall include fuel and delivery charges The City of Rocky Mount WILL NOT be responsible and/or pay for these charges. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING FORM and include in Bid.

**4.3 INVOICES**

Vendor shall invoice the City of Rocky Mount Accounting Department. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices shall include detailed line item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

**4.4 PRODUCT IDENTIFICATION**

**BRAND SPECIFIC**

Manufacturer(s) name and product descriptions used in this solicitation are product-specific. The items offered in response to this solicitation shall be the manufacturer and type specified. These specific products are needed due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a bid from further consideration.

**4.5 TRANSPORTATION AND IDENTIFICATION**

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the City of Rocky Mount with all transportation costs included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

**4.6 DELIVERY [AND INSTALLATION (IF APPLICABLE)]**

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

The City of Rocky Mount is not necessarily interested in the routing of any of the "Water Purification Chemicals," as long as the materials are **FOB the Municipal Water Plants and the Wastewater Treatment Plant, Rocky Mount, North Carolina, provided however, that delivery does not exceed the time specified in the contract or the bid price.**

Delivery shall be made between 7:00 A.M. and 3:30 P.M., Monday through Friday. The net delivered shown in the proposal will be the cost to the City of Rocky Mount for the total quantity of material specified, regardless of type or size shipment.

**4.7 AUTHORIZED RESELLER**

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide with its bid response a signed statement from the manufacturer confirming authorization. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the City.

Vendor is the:     Manufacturer     Dealer     Reseller     Distributor

Authorized:  Yes  No    Attached Manufacturer's Authority:  Yes  No

**4.8 QUALITY ACCEPTANCE INSPECTION [OPTIONAL ADD IF REQUIRED]**

It is the responsibility of the receiving Department to inspect all materials, supplies and equipment upon delivery to insure compliance with the contract requirements and specifications.

**INVOICES MAY NOT BE PAID BY THE USING DEPARTMENT UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.**

**4.9 REFERENCES**

Vendors shall provide at least three (3) references for which your company has provided goods and services of substantially the same features and quantity to those solicited herein. The City may contact one or more of these users to determine the goods provided are substantially similar to those bid herein and Vendor’s performance has been satisfactory. Information obtained will be considered in evaluation of the bids.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER

**4.10 TEST SAMPLES**

**SAMPLE**

Samples are not required prior to bid opening date; however, samples may be required at a later time. If so requested, Vendor agrees to furnish samples of items offered at no expense to the City within five business days after request is made by the City for testing purposes only. Failure to comply with this requirement shall be a sufficient basis for rejection of the bid without further consideration.

**5.0 PRODUCT SPECIFICATIONS**

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**5.1 SPECIFICATIONS**

**ITEM #1  
HYDROFLUOROSILIC ACID (HFSA)**

Hydrofluorosilic Acid

H<sub>2</sub>SiF<sub>6</sub>

% Purity 23% min.

Meets AWWA Spec. B 703-84

**Certificate of analysis that list the Percent (%) strength shall be with each delivery. (To be delivered in Tank Truck Loads)**

**GENERAL REQUIREMENTS FOR ALL CHEMICALS****LABELING REQUIREMENTS**

The successful bidder shall label all containers or bags of the product. The labels shall include the following information at a minimum:

1. The chemical or common name;
2. The name, address and emergency number of the manufacturer;
3. Hazard warnings.

**SAFETY DATA SHEETS**

The successful bidder shall provide 3 copies of a Safety Data Sheet for this product. At a minimum, the data sheets shall contain the following information:

1. Who makes the product, their address, emergency phone number and the date the data sheet was prepared;
2. Hazardous ingredients and their TLV's;
3. Physical and chemical characteristics;
4. Physical hazards;
5. Reactivity;
6. Health hazards;
7. Precautions for safe handling and use;
8. Chemical and common name;
9. C.A.S. registry number
10. UN or NA number;
11. Any other information that may be required to comply with the North Carolina Worker and Community Right-to-Know law.

**Safety Data Sheets must be received by the City of Rocky Mount prior to, or with the first product shipment.**

**CONTAINERS**

Products shall be shipped in appropriate containers. These containers shall not rupture or break under normal handling. Leaking, broken or torn containers shall not be accepted. Duct or masking tape shall not be appropriate to repair bags or containers and the shipper shall be responsible for any spillage or leakage due to inadequate packaging of the product. All containers and bags will be properly sealed and identified.

**GENERAL PROVISIONS**

1. Delivery vehicles shall be appropriate for the product being hauled and shall carry the proper placard as well as proper equipment for loading the product.

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

2. The drivers shall be trained in chemical safety and in proper loading and unloading procedures for the product.

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

3. The shipper shall have adequate insurance as required by the Federal Motor Carrier Act.

YES \_\_\_\_\_ NO \_\_\_\_\_

- 4. Driver of the delivery vehicle shall have in his possession a Material Safety Data Sheet for all the products that are on the delivery vehicle when in route to a facility. Said sheets shall be turned over to police, fire or EMS personnel upon request in the event of an accident or routine traffic stop.

YES \_\_\_\_\_ NO \_\_\_\_\_

**5.2 DEVIATIONS**

The nature of all deviations from the *Specifications and Requirements* listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the *Specifications and Requirements*, and the successful Vendor shall be held responsible to supply conforming goods. Deviations shall be explained in detail below or on an attached sheet. However, no implication is made or intended by the City that any deviation will be acceptable. Do not list objections to the General Contract Terms and Conditions in this section.

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**5.3 CERTIFICATION AND SAFETY LABELS**

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

**5.4 VENDOR'S REPRESENTATIONS**

- a) Vendor warrants that qualified personnel shall provide all services that may be required under The Contract in a professional manner. "Professional manner" means that the personnel performing the services shall possess the skill and competence consistent with at least the prevailing business standards in the industry. Vendor agrees that it shall not enter any agreement with a third party that may abridge any rights of the City under The Contract. Vendor shall serve as the prime contractor under The Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the City. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder.
- b) If any goods, services, functions, or responsibilities not specifically described in The Contract are required for Vendor's proper performance, provision and delivery of the goods and services under The Contract, or are an inherent part of or necessary sub-requirement included within such goods and services, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the goods and services.

- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of The Contract; and that entering into The Contract is not prohibited by any contract, or an order by any court of competent jurisdiction.

## **6.0 CONTRACT ADMINISTRATION**

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### **6.1 PROJECT MANAGER AND CUSTOMER SERVICE**

The Vendor shall designate and make available to the City a single point of contact for contract related issues and issues concerning performance, progress review, scheduling and any service required.

Telephone Number for placing orders: \_\_\_\_\_

Emergency Telephone Numbers: \_\_\_\_\_

### **6.2 DISPUTE RESOLUTION**

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the City’s Contract Lead for resolution. A claim by the City shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under The Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under The Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### **6.3 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the City and Vendor.

### **6.4 PRODUCT RECALL**

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the City, as necessary, to promptly replace any such products, at no cost to the City.

**The remainder of this page is intentionally left blank**

**Attachments to this IFB begin on the next page.**

**ATTACHMENT A: PRICING**

**FURNISH AND DELIVER:**

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	22,500	Anhydrous lbs.	<b>Hydrofluorosilic Acid - HFS (23%)</b> (sufficient to dose 3,800 MG to 0.57 ppm fluoride) (more or less) Manufacturer: _____ No. of days of delivery: _____ Supply up to 35,000 lbs. if needed: Yes_____ No_____	\$ _____	\$ _____

TOTAL EXTENDED PRICE: \$ \_\_\_\_\_

**ATTACHMENT B: TERMS & CONDITIONS**

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1. **PERFORMANCE AND DEFAULT:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under The Contract, the City shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverable items under The Contract prepared by the Vendor shall, at the option of the City, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of The Contract, and the City may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the City from such breach can be determined. The City reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the City.

In the event of default by the Vendor, the City may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the City may immediately cease doing business with the Vendor, immediately terminate The Contract for cause, and may take action to debar the Vendor from doing future business with the City.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the Department for the purpose set forth in The Contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using Department is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
7. **NON-DISCRIMINATION:**
- a. The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
  - b. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.



**9. INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the City, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.

- a. Vendor warrants to the best of its knowledge that:
  - i. Performance under The Contract does not infringe upon any intellectual property rights of any third party; and
  - ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
- b. Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the City the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the City has paid Vendor and make every reasonable effort to assist the City in procuring substitute deliverables. If, in the sole opinion of the City, the cessation of use by the City of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the City shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the City paid for unused Services or Deliverables.
- c. The Vendor, at its own expense, shall defend any action brought against the City to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the City in any such action. Such defense and payment shall be conditioned on the following:
  - i. That the Vendor shall be notified within a reasonable time in writing by the City of any such claim; and
  - ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the City shall have the option to participate in such action at its own expense.
- d. Vendor will not be required to defend or indemnify the City if any claim by a third party against the City for infringement or misappropriation results from the City's material alteration of any Vendor-branded deliverables or services, or from the continued use of the deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.

**10. TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the City may terminate this contract at any time by providing 30 days' notice in writing from the City to the Vendor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the City, become its property. If the contract is terminated by the City as provided in this section, the City shall pay for those items for which such option is exercised, less any payment or compensation previously made.

**11. ADVERTISING:** Vendor agrees not to use the existence of The Contract or the name of the City of Rocky Mount as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the City is willing to act as a reference by providing factual information directly to other prospective customers.

**12. ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the City may:

- a) Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b) Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the City to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the City may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported

assignment made in violation of this provision shall be void and a material breach of The Contract.

### 13. **INSURANCE:**

**COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the City.
- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.
- c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the City of Rocky Mount. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

14. **GENERAL INDEMNITY:** The Vendor shall hold and save the City, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the City has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the City's agents who are involved in the delivery or processing of Vendor goods or services to the City. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
17. **SUBCONTRACTING:** Performance under The Contract by the Vendor shall not be subcontracted without prior written approval of the City's assigned Contract Lead. Unless otherwise indicated, acceptance of a Vendor's bid shall include approval to use the subcontractor(s) that have been specified.
18. **CONFIDENTIALITY:** Any City information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the City.
19. **CARE OF PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it by the City for use in connection with the performance of The Contract or purchased by or for the City for The Contract, and Vendor will reimburse the City for loss or damage of such property while in Vendor's custody.
20. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the City of Rocky Mount or any of its agencies shall disclose to inbound callers the location from which the call or contact center

services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such the performance, which subcontractor and nature of the work has not previously been disclosed to the City in writing, prior written approval must be obtained from the City Department responsible for the contract.

Vendor shall give notice to the using Department of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State contract to a location outside of the United States.

**21. COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and City of Rocky Mount having jurisdiction and/or authority.

**22. ENTIRE AGREEMENT:** This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any addenda hereto, and the Vendor's bid are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

**23. ELECTRONIC RECORDS:** The City will digitize all Vendor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

**24. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the City and the Vendor.

**25. NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the City under applicable law. The waiver by the City of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

**26. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**27. SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the City under applicable law.

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**ATTACHMENT C: SUPPLEMENTAL VENDOR INFORMATION**

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**HISTORICALLY UNDERUTILIZED BUSINESSES**

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the City invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this IFB. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

- a) Is Vendor a Historically Underutilized Business?  **Yes**  **No**
- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business?  **Yes**  **No**

If so, state HUB classification: \_\_\_\_\_

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**SUSTAINABILITY**

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost effective.

Do the items offered have any recycled content?  **Yes**  **No**

If yes, what is the post-consumer recycled content? \_\_\_\_\_%      What is the total recycled content? \_\_\_\_\_%

**Other sustainable properties:**

\_\_\_\_\_  
\_\_\_\_\_