



Orange Water and Sewer Authority

Our community's trusted partner for clean water and environmental protection.

IFB NO. 24-001

INVITATION FOR BID

FOR

WATER & WASTEWATER TREATMENT CHEMICALS – ALUMINUM SULFATE

Date Issued: April 19, 2024



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ADVERTISEMENT

INVITATION FOR BID

SOLICITATION NO. 24-001 FOR

WATER & WASTEWATER TREATMENT CHEMICALS – ALUMINUM SULFATE

The Orange Water and Sewer Authority (OWASA), invites sealed bids from qualified suppliers for the supply of Aluminum Sulfate, used in water and wastewater treatment processes. The procurement will be conducted through a reverse auction to ensure competitive pricing and transparency.

To obtain a copy of the Invitation for Bid (IFB) document, suppliers shall download the document from the OWASA'S website at <https://www.owasa.org/bid-opportunities/>

Bids, excluding pricing, are solicited and will be received at Orange Water and Sewer Authority (OWASA), Administration Building, 400 Jones Ferry Road Carrboro, NC 27510, until **3:00 p.m., ET Monday, May 6, 2024**, for the WATER & WASTEWATER TREATMENT CHEMICALS – ALUMINUM SULFATE SOLICITATION.

Questions regarding the IFB shall be directed to David Moore, Procurement Coordinator at procurement@owasa.org.

OWASA reserves the right to reject any or all Bids.

1 OVERVIEW

The reverse auction process through **eBridge** is structured into two distinct phases to ensure both quality and cost-efficiency.

Phase 1: focuses on the submission and evaluation of technical Bids from suppliers. In this phase, suppliers detail their qualifications and ability to meet the buyer's specifications without including pricing. This ensures that only those who meet the requisite quality standards and compliance requirements move forward to Phase 2.

Pricing will only be collecting during the Reverse Auction. Submitting pricing in any other format may result in your bid being deemed unresponsive.

Phase 2: is the online reverse auction, where qualified suppliers participate in a real-time bidding event. Here, suppliers compete by lowering their prices within a set timeframe, aiming to offer the best value while still adhering to the previously established technical criteria. This two-phased approach guarantees that the buying organization not only secures the most competitive price but also maintains the quality and reliability of the goods or services procured.



2 SPECIFICATIONS

Anticipated activities under this engagement are identified below. Other related activities not specifically listed here may be identified during the term of the engagement. Specifications for this treatment chemical are as forth in ANSI/AWWA Standard, except as may be modified by the specific requirements herein. Supplementary Specifications used in conjunction with the AWWA Standard.

The affidavit of compliance tender document shall accompany each deliver the Liquid Aluminum Sulfate solution MUST MEET ANSI/AWWA B403-88. The product shall be aluminum sulfate which has been produced by the reaction between sulfuric acid and a mineral deposit rich in aluminum such as bauxite.

REQUIREMENTS: Liquid alum shall be delivered in tank truck quantities of approximately 4,300 gallons. Tank trucks making deliveries shall be equipped with suitable unloading devices and sufficient discharge hose to transfer the alum from the truck to OWASA's storage tank. Trucks used to deliver liquid alum shall be used only to haul alum products. The supplier shall be responsible for cleanup of any spills resulting from the delivery of or occurring during unloading of this chemical.

IMPURITIES: The material shall be free from suspended matter and contain no turbidity visible to the naked eye and such clarity as to permit the reading of flow measuring devices without difficulty. The material shall contain not soluble minerals or organic substances capable of producing injurious effects upon public health. Specifications shall be as follows:

Al ₂ O ₃ total	8.00% to 8.33%
basicity	0.05%
total iron as Fe ₂ O ₃	0.30% maximum
insoluble	0.05% maximum

ESTIMATED ANNUAL CONSUMPTION: The annual consumption of ALUMINUM SULFATE is estimated to be approximately 900 dry tons. This estimate is based on historical consumption data and subject to change.

REJECTION: OWASA reserves the right to analyze each truckload of liquid alum upon arrival at destination, or to have the supplier provide an analysis of the material in the shipment, and to reject such material for failure to meet one or more of the above specifications. All rejected material shall be returned to supplier at supplier's expense. OWASA may require the successful bidder to furnish a sample of the material they propose to furnish together with a representative analysis sufficient to show that the product meets all provisions of these specifications, and should shipments not meet the specifications of the sample submitted, rejection may be made.

PRICING: Bid price collecting during the Reverse Auction shall be all inclusive. No additional fees will be accepted.



OWASA reserves the right to postpone the IFB due date for its own convenience. OWASA will provide the final addendum, if any, a minimum of five (5) working days prior to receipt of Bids.

DELIVERY:

Water Treatment Plant	or	Wastewater Treatment Plant
400 Jones Ferry Road		170 Old Mason Farm Road
Carrboro, NC 27510		Chapel Hill, NC 27517
Attn: Monica Dodson		Attn: Wil Lawson

Purchase Order or Purchase Contract deliveries shall be made during normal business hours of 8:00 a.m. and 4:00 p.m. For bulk deliveries, the supplier shall furnish the pumps, compressor and/or power required to transfer the chemical into OWASA’s bulk storage facilities and shall be responsible for cleanup of spills up to and including the unloading operations. All deliveries are subject to acceptance inspection by OWASA, which may include a chemical analysis to ensure compliance with the specifications. Chemical vendors shall provide OWASA with a photo ID of the delivery driver along with vehicle identification such as license plate numbers, and an approximate day and time for each delivery. Driver shall possess training in the handling of the chemical delivered and proper use of the personal protection equipment and shall use proper safety equipment during the delivery of the chemical. All connections and chemical transfer equipment shall be inspected by driver before offloading is initiated. Faulty or poorly maintained equipment and/or driver inexperience in handling of chemical shall constitute grounds for rejection of delivery.

3 BID DELIVERY INSTRUCTIONS

Bids shall be delivered to David Moore, Procurement Coordinator, at Orange Water and Sewer Authority (OWASA), 400 Jones Ferry Road, NC 27510. The outside of the envelope must be marked BID: 24-001 WATER & WASTEWATER TREATMENT CHEMICALS – ALUMINUM SULFATE and shall indicate the name, and address of the bidder.

OWASA reserves the right to reject any or all Bids for any reason determined by OWASA to be in its best interest, or to award the bid to the lowest responsive responsible bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

3.1 Bid Requirements

INFORMATION REQUIRED FROM THE BIDDER

1. Bid Submission Documents and Attachments

- 3.1.1 Signed and Completed Bidder’s Information Form (**Attachment A**)
- 3.1.2 E-Verify Affidavit (**Attachment B**)
- 3.1.3 Certificate Regarding Conflict-of-Interest (**Attachment C**)



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- 3.1.4 Iran Divestment Act Certificate (**Attachment D**)
 - 3.1.5 Companies Boycotting Israel Divestment Act Form (**Attachment E**)
 - 3.1.6 Non-Collusion Affidavit (**Attachment F**)
 - 3.1.7 eBridge Documents (**Attachment G**)

2. Evaluation Criteria Phase 1

Bidders shall submit detailed technical Bids covering the following aspects to be evaluated against the specified criteria:

- 3.1.17 **Compliance with Specifications (50 points):** Detailed documentation proving the product meets OWASA's specified technical standards.
- 3.1.18 **Delivery Capability (30 points):** Evidence of the bidder's capacity to deliver products within the required timelines, including logistics and supply chain management strategies.
- 3.1.20 **Prior Experience (20 points):** Provision of three references from similar contracts executed within the past three years, showcasing the bidder's performance and reliability.

OWASA considers submittal content and completeness to be most important. Clear and effective presentation of information is preferred. Elaborate decorative, extraneous, and non-recyclable materials are strongly discouraged. The submittal shall be in printed on 8.5' x 11" paper. The cover sheet shall clearly present the project title, the bidder's name, and the IFB number. All printing, except for the front cover of the proposal, shall be Times New Roman, 12-point font. Bidders shall not make changes or revisions to their submissions after the submission deadline.

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3.2 Schedule of Events

The selection process will proceed as outlined below.

<i>DATE</i>	<i>EVENTS</i>
April 19, 2024	IFB distributed and posted to OWASA website
April 26, 2024 3:00 PM ET	Inquiries must be received in writing by (e-mail only) to David Moore at dmoore@owasa.org
April 30, 2024 3:00 PM ET	Responses to all questions received will be posted on the OWASA website.
May 6, 2024 3:00 PM ET	Bids due at the administrative offices of OWASA
May 6, 2024 3:30 PM ET	Public Bid Opening at the administrative offices of OWASA
May 8, 2024	Evaluations/eBridge Qualification
May 9, 2024 (tentative)	eBridge Reverse Auction Invites
May 13, 2024- May 14, 2023 (tentative)	eBridge Process Training
May 15, 2024 (tentative)	Submit Initial Bid Price via eBridge Bid System
May 16, 2024 (tentative)	Online Reverse Auction
May 17, 2024 (tentative)	Notice of Intent to Award Contract Contingent upon General Manager's Approval
May 31, 2024 (tentative)	Award /Sale of Goods Agreement
July 1, 2024 (tentative)	Contract Start Date

OWASA reserves the right to modify the procurement schedule set forth above as circumstances may warrant.

3.3 Addenda

Any changes to this IFB document will be made by written addenda issued by OWASA. Upon issuance, the addenda will be considered part of the IFB document and will prevail over inconsistent or conflicting provisions contained in earlier versions of the IFB document. Addenda will be available for download from the OWASA website in the same manner as the



IFB document. This process will be repeated each time an addendum is posted to the OWASA website.

Bidders shall acknowledge their receipt of all addenda with their submission. As with other required documentation, Bids that fail to provide a detailed listing of addenda received may be excluded from further consideration for this solicitation.

3.4 Questions and Clarifications

It is the desire of OWASA to provide the same information to all interested parties to ensure fairness and impartiality in the procurement process. To that end, OWASA will not respond to telephone inquiries or personal visits. Visitation by respondents or their representatives may be made to OWASA only at the pre-bid meeting, if held. All questions are to be submitted in writing. *Submit written questions via e-mail to the OWASA Procurement Coordinator at the email address indicated in Section 3.2 above no later than the date and time indicated on the Schedule of Events above.* Responses to questions will be posted on the OWASA website no later than the date and time indicated on the Schedule of Activities above. Answers to questions or directives to Submitters regarding the IFB process by any OWASA employee other than Mr. Moore and verbal answers to questions are not binding on OWASA.

3.4 Public Bid Opening and Late Bids

The public bid opening for the current solicitation will be conducted on May 6, 2024, at 3:30 PM, at the main conference room of OWASA's administration offices. All interested parties are invited to attend this transparent process. Please note that bids must be submitted by 3:00 PM on the day of the opening. Bids received after this time will not be accepted under any circumstances. This strict adherence to deadlines ensures fairness and integrity in the procurement process, allowing all participants to compete on an equal footing.

Public Bid Opening Location:
OWASA Administration Office
400 Jones Ferry Road
Carrboro, NC 27510

3.5 Selection Procedures

Bids will first be reviewed for completeness and inclusion of the components specified in **Section 3.1** of this IFB document. The absence of any required information will result in exclusion from further analysis. This will determine if bids are responsive.

To progress to the cost-focused Phase 2, bidders shall meet a 70% minimum technical score, evaluated on 50 points compliance with specifications, 30 points delivery capability, and 20 points on previous experience.



In Phase 2—OWASA will make the award to the lowest responsive responsible bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

OWASA may waive any irregularities in any bid that does not prejudice other respondents.

No Bidder shall have any cause of action against OWASA arising out of the methods by which Bids are assessed.

Submission of a bid indicates acceptance by the bidder of the conditions contained in this IFB unless clearly and specifically noted in the bidder's submittal and confirmed in the Purchase Order or Contract between OWASA and the selected bidder.

Bidder should read and fully understand the circumstances and procedures under which a Contract will be awarded. A bidder's signed response to this IFB on the Bid Form (*Attachment A*) signifies its acceptance of the obligations and rights specified herein.

OWASA reserves the right to reject any and all Bids.

3.6 Proprietary Information

Any reservations on the use of data contained in the proposal shall be clearly stated in writing. OWASA will attempt to comply with a Proposer's designation of proprietary/confidential information. However, OWASA may not be able to withhold a record (data, document, etc.) or deny access to a record requested by an individual (the public) when an obligation is imposed upon OWASA under the North Carolina Public Records Act (Act). OWASA's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Act. Records which the Proposer considers to be trade secrets and privileged or confidential must be identified by the Proposer on each page submitted.

4 GENERAL BID CONDITIONS

4.1 Method of Response

Responses to this IFB shall be made according to the scope of work and instructions contained herein. Failure to adhere to instructions may be cause for rejection of any Bid.

4.2 Acceptance of Terms and Conditions

Contractors understand and agree that submission of a Bid will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this IFB, except as otherwise specified in the Bid. Any and all parts of the submitted Bids may become part of any subsequent Agreement between the selected Contractor and OWASA.



4.3 False, Incomplete or Unresponsive Statements

False, incomplete, or unresponsive statements in connection with a Bid may be sufficient cause for rejection of the Bid. The evaluation and determination of the fulfillment of the above requirement will be OWASA'S responsibility and its judgment shall be final.

4.4 Clear and Concise Submission

Bids shall provide a straightforward, concise delineation of the Contractor's capability to satisfy the requirements of the IFB. Each Bid shall be submitted in the requested format and provide all required information. Each Bid shall be signed in ink by a duly authorized officer of the company.

4.5 Prime Contractor Responsibilities

The selected Contractor will be required to assume responsibility for all requested deliverables as indicated in Section 2 regardless of who produces them. Further, OWASA will consider the selected Prime Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.6 Minority Business Participation

It is the policy of OWASA to provide minority businesses an equal opportunity to participate in all aspects of OWASA's contract activities. Bidder shall comply with OWASA's Minority Business Participation Outreach Plan and Guidelines.

4.7 Insurance

During the performance of the Contract, bidder shall maintain the minimum levels of insurance shown below and provide certificates of such coverage to Owner prior to performance. All policies must provide ten (10) days advance written notice to Owner in the event of cancellation, expiration, or alteration.

4.7.1 General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.

4.7.2 Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

4.7.3 Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.

4.8 Contract Term and Extension

The term of this Agreement shall be for one (1) year commencing on July 1, 2024 (tentative), with the option for OWASA to extend for two (2) additional one (1) year periods upon written notice at least 15 days prior to the end of the current term. Failure to



exercise these options will result in the Agreement's termination at the end of the then-current term.

4.8.1 Price Escalation

The Supplier shall notify OWASA of the Adjusted Price for each extension year no later than 60 days prior to the commencement of that extension year. The Adjusted Price will be calculated using the Producer Price Index (PPI), and such adjustment shall be binding on both parties for the duration of the extension year.

5 PROTEST PROCEDURES

5.1 Protests Received Prior to Receipt of Bids

Protests concerning the procedures of this solicitation must be submitted in writing to the OWASA Director of Finance not later than five (5) working days prior to the date set for the receipt of Bids. Upon receipt of a protest, the Director of Finance may, at his/her discretion, extend or postpone the deadline for receipt of Bids. The Director of Finance will answer the protest in writing not later than three (3) working days prior to the deadline date for receipt of Bids.

5.2 Selection Protests

Following this announcement, a bidder may file a protest regarding the recommendation. A protest of the recommendation must be in writing and must be received by the OWASA Director of Finance not later than five (5) working days after the OWASA Announcement of Notice of Intent to Award Contract. OWASA will consider all protests regarding the recommended Bidder prior to executing the contract.

5.3 Filing Procedures

Any and all protests filed with the OWASA shall:

1. Include the name and address of the protester.
2. Identify the procurement.
3. Contain a statement of the legal and factual grounds for the protest and any supporting documentation. The grounds for the protest must be fully supported.
4. Indicate the ruling or relief desired from OWASA.

Protests shall be filed with the OWASA Director of Finance, via personal delivery or courier to 400 Jones Ferry Road Carrboro, NC 27510; The Director of Finance will respond in detail to each substantive issue raised in the protest. With regard to a properly filed protest, OWASA's determination will be final.



6 COSTS AND DAMAGES

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. OWASA will not be liable for damages to the Proposer filing the protest or to any participant in the protest, on any basis, expressed or implied.



Attachment A

BID SHEET

To: Orange Water and Sewer Authority
400 Jones Ferry Road
Carrboro, NC 27510

The undersigned, as the bidder, hereby declares that this bid is made without connection to any other person, company, or parties making a similar bid or proposal and that the bid is in all respects fair and in good faith, without collusion or fraud.

The bidder has carefully examined the specifications and instructions to bidders and hereby declares that bidder will furnish the equipment called for in the manner prescribed in the specifications and instructions to bidders for the following price:

Price Per Dry Ton(\$): **REVERSE AUCTION ONLY** please do not include sales tax)

Name of Business Submitting Proposal

Signature of Authorized Representative/Title

Print Name

Address

Email Address of Representative



Attachment A

Orange Water and Sewer Authority
Finance Department
400 Jones Ferry Road
Carrboro, NC 27510
ap@owasa.org

Name (as reported on your income tax return) _____

Business Name _____ Federal ID# _____ or SS# _____

Check one of the following:

___ Corporation ___ Sole Proprietorship ___ Partnership ___ Other _____

Order Address

Payment Address

Street _____

Street _____

PO Box _____

PO Box _____

City _____

City _____

State _____

State _____

Zip Code _____

Zip Code _____

Contact Person _____

Contact Person _____

Phone Number _____

Phone Number _____

Fax Number _____

Fax Number _____

Terms _____

Discount _____

E-Mail Address _____

Are you related to or have a professional relationship with any OWASA employee? ___ Yes ___ No
(If you answered yes, the Relationship Vendor Form should be completed and included with this bid)

Are you a minority business enterprise? ___ Yes ___ No

If you answered yes, please check the appropriate box:

___ African-American ___ Hispanic

___ American Indian ___ Female

___ Asian American

___ Socially and economically disadvantaged as defined in 15 U.S.C. 637

Product(s) and/or Service(s)

Please list the type product(s) and/or service(s) that your company can provide:

Three horizontal lines for listing products and services.

Signature: _____ Title: _____



Orange Water and Sewer Authority
Finance Department
400 Jones Ferry Road
Carrboro, NC 27510

Relationship Vendor Form

If you are related to or have a professional relationship with any employee of Orange Water and Sewer Authority, this form must be completed and included with this bid.

Vendor Information:

Name: _____

Address: _____

Related OWASA employee: _____

Relationship to employee: _____

We agree that our relationship will not hinder or corrupt our professional relationship with Orange Water & Sewer Authority.

Vendor Signature

Date

OWASA Employee Signature

Date

Orange Water and Sewer Authority is aware and understands these parties have a relationship with each other. The decision to authorize the use of this vendor was not influenced in any manner by the relationship referenced above.

Department Manager

Date

Finance Officer

Date

Attachment B
E-VERIFY AFFIDAVIT

I, _____ (the individual attesting below), being duly authorized by and on behalf of
_____ (the entity identified as the "Employer") after first being duly sworn

hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes.

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes.

3. Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer for specified contracts subject to E-Verify entered into with the Orange Water and Sewer Authority.

This _____ day of _____, _____.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, _____.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

Name of Counterparty: _____

ATTACHMENT C



CERTIFICATION REGARDING CONFLICT OF INTEREST

The Submitter is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing one of the following statements:

All Vendors should be aware of OWASA'S Code of Ethics, which prohibits OWASA Employees and Board Members from having certain relationships with persons or entities conducting (or proposing to conduct) business with OWASA and which prohibits the acceptance of gifts from Vendors. If the Vendor has an actual or potential conflict, the Vendor shall disclose any Conflict of Interest that may exist.

Conflicts of Interest (Potential or actual) will be evaluated by OWASA'S General Counsel to determine the proper course of action. Failure to comply with the provisions established above may render the vendor ineligible to participate in OWASA'S procurement process.

The Submitter hereby discloses no conflicts of interest.

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

SUBMITTER/COMPANY NAME: _____

OR

The Submitter hereby discloses the following circumstances that could give rise to a conflict of interest for the Submitter, any affiliates, any proposed subconsultants, and key personnel of any of these organizations. (Attach additional sheets as needed.)

ATTACHMENT C

Name of the Individual/Company to which potential conflict of interest might apply:

Nature of potential conflict of interest:

Proposed Remedy:

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

SUBMITTER/COMPANY NAME: _____

ATTACHMENT D

RFP Number (if applicable): _____

Name of Vendor or Bidder: _____

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

Attachment E

Companies Boycotting Israel Divestment Act Certification Form

RFP/RFQ Number (if applicable): _____

Name of Contracting Party or Bidder: _____

COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. §147-86.81et seq. *

Pursuant to N.C.G.S. §147-86.81, any person identified as engaging in a boycott of Israel, as defined by this Act. In addition, State agencies must divest from investments in such restricted companies, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

As of the date listed below, the supplier or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.81.

The undersigned hereby certifies that he or she is authorized by the contracting party or bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

N.C.G.S. §147-86.81 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. § 147-86.81(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Divestment-Acts-Resources.aspx> and will be updated every 180 days.

* Note: Enacted by Session Law 2017-193 as N.C.G.S. §147-86.81et seq.



NON-COLLUSION AFFIDAVIT

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion affidavit, the Contractor certifies, under penalty of perjury according to North Carolina law, their compliance with non-collusion standards. This affidavit affirms the Contractor's adherence to the required non-collusion guidelines without any exceptions.

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder _____
Print or type name

Address as Prequalified _____

Signature of Prequalified Bidder _____
Print or type Signer's Name

Signature of Witness _____
Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
_____ day of _____ 20__.

Signature of Notary Public
of _____ County
State of _____

My Commission Expires: _____

NOTARY SEAL

ATTACHMENT G



Friday, April 19, 2024

Orange Water and Sewer Authority (OWASA) will be conducting an Electronic Sealed Bidding Event for Aluminum Sulfate. Orange Water and Sewer Authority has partnered with eBridge to host this bidding event on its Online Bidding Platform.

We request that you review the accompanying documentation for information pertaining to the specifications, the response requirements, milestones and deadlines, as well as, information on eBridge and the Electronic Bidding Process.

We thank you for your participation.

Sincerely,

David Moore
Procurement Coordinator
Orange Water and Sewer Authority



ELECTRONIC BID EVENT FORM

Must be completed via DocuSign or emailed to tara.obannon@ebridgeprocurement.com.

Suppliers approved to participate in the Online Event will be provided with a DocuSign version of this form.

Orange Water and Sewer Authority will accept bids for Aluminum Sulfate using an Electronic Sealed Bidding Process on Thursday, May 16, 2024 at 11:00AM ET in accordance with the specifications and procedures available either with eBridge or Orange Water and Sewer Authority. This Electronic Sealed Bidding Event has a preliminary end date and time of Thursday, May 16, 2024 at 11:15AM ET plus any possible extensions.

The awarded supplier is obligated to pay a transaction fee to eBridge pursuant to the Terms & Conditions accepted upon placement of initial bid. The fee will be based on the final total purchase price assessed as three point zero percent (3.0%) of the awarded price. The transaction fee is assessed on the final selling price.

AWARD OF CONTRACT: REJECTION OF BIDS – The Buyer reserves the right to (i) reject any, any part of, or all bids or proposals to fulfill The Buyer’s requirements, (ii) waive informalities and technicalities, (iii) negotiate directly with any party submitting a bid or proposal, or (iv) accept that bid or proposal which The Buyer deems to be in its best interest, whether or not it is the lowest dollar proposal. The Supplier to whom the award is made will be notified at the earliest possible date.

ACCEPTED BY:

COMPANY NAME	DATE		
CONTACT PERSON	TITLE		
PHONE NUMBER	FAX		
BILLING ADDRESS	CITY	ST	ZIP
EMAIL ADDRESS	AUTHORIZED REPRESENTATIVE SIGNATURE		



IMPORTANT

The following document is included for your review and examination.

Electronic acceptance prior to placing your bid will be required.

EBRIDGE BUSINESS SOLUTIONS, LLC SUPPLIER TERMS AND CONDITIONS

READ THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE SELECTING "ACCEPT" OR "DECLINE" BELOW. BY SELECTING THE "ACCEPT" BUTTON, YOU WILL BE PERMITTED TO UTILIZE THE EBRIDGE BUSINESS SOLUTIONS, LLC ("EBRIDGE") INTERNET-BASED STRATEGIC SOURCING SOLUTION ("THE SOLUTION") FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ONLINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. BY SELECTING THE "DECLINE" BUTTON BELOW, YOU WILL BE DENIED ACCESS TO THE SOLUTION.

EBRIDGE BUSINESS SOLUTIONS, LLC ("eBridge") does not verify or validate any information provided or representations made by users of the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge eBridge, its employees, agents, officers and members make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from eBridge.

You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and eBridge is in no way a party to or responsible for the performance of such agreement. Therefore:

1) EBRIDGE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EBRIDGE FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY SELECTING THE "ACCEPT" BUTTON BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

1. Utilization. You are granted a one-time, non-transferable, non-exclusive right to access the Solution through eBridge's website through the use of a password(s) and/or access code(s). Any subsequent rights to access the Solution will require you to accept a new Agreement eBridge reserves the right to terminate your access to the Solution or any or all of its services at any time, if eBridge shall determine, in its sole discretion, you have violated any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination eBridge will notify you immediately.



2. Responsibilities of the Parties. Subject to the terms and conditions of this Agreement, eBridge will make available to you electronic access and use of the Solution, for you to participate in a one-time, online bidding event. eBridge will also provide such other assistance in the way of customer support and service as set forth in this Agreement. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. eBridge shall have no responsibility for ensuring sales of goods or services using this system will comply with such laws, ordinances, regulations, or policies. You, the supplier, in using the Solution, have the responsibility for the bid including, but not limited to, the following:

- Accepting the terms of use contained in the bid documents in advance
- Preparing and assuring the completeness of any bids, quotes, or proposals
- Submitting any bids, quotes or proposals electronically within established deadlines
- Maintaining with the buyer, the security and integrity of the sealed or open bid procurement process
- Participating in any pre-bid conference(s) and tutorial(s) for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of buyer contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

You also acknowledge that eBridge's role for procurement activities will include the following:

- Clarifying buyer needs and specifications to the supplier
- Assisting in the completion of comprehensive bid documents
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any pre-bid conference(s)
- Hosting the auction event and providing support during the event
- Publishing appropriate results to the users as well as obtaining feedback from participants

3. Conduit Services Only. The Solution provides an Internet conduit through which you may communicate the availability of your goods and services to potential buyers, potential buyers may communicate their procurement needs to you and you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of this Agreement. eBridge makes no representation or warranty of any kind concerning the reputation, reliability or any other matter concerning participating buyers. You must conduct your own inquiries concerning the qualifications and reputation of buyers, and must look only to the buyers with whom you choose to transact business for performance of any agreements with them.

4. Buyer Representations and Warranties. eBridge does not verify or validate the information provided by or any representations or warranties made by buyers on the Solution, and makes no representation or warranty of any kind to you concerning any buyer using the Solution. You shall look solely to the buyer with respect to any buyer-related information or representations and warranties and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from any buyer-related information or representations and warranties.

5. Coded Access. The Solution is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. If you allow either your access code or password to fall into the hands of an unauthorized person, eBridge has no way of detecting unauthorized use of such codes or passwords and is not responsible for such unauthorized use of the Solution. YOU MUST SAFEGUARD THE PASSWORDS AND ACCESS CODES. Unauthorized users of the Solution may be subject to both civil and criminal prosecution under state and federal law.

6. Availability and Operation of the Solution. While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the



Solution are provided as is and neither you nor your business or agency will have any claim against eBridge as a result of any non-availability of the Solution at a particular time(s) or any failure of the Solution to operate as intended.

7. **Sole Remedy.** If you are dissatisfied with the functionality of the Solution or the services eBridge provides, your sole remedy is to cease using the Solution and/or services. YOU AGREE YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST eBridge RELATED TO YOUR USE OF THE SOLUTION. Without limitation of the foregoing, you waive any right you may have to claim or recover any special, incidental, exemplary, punitive, consequential or other damages (including but not limited to lost profits and business interruption).
8. **Virus.** eBridge shall not be liable for any harm that may be caused by the inadvertent transmission of any computer virus, worm, time bomb, logic bomb, or such other computer program transmitted through the Solution.
9. **Information You Provide.** You agree and warrant that any information you provide about yourself or your organization or your agents when registering to use the Solution or subsequent to registration, is accurate, current and complete and you will maintain and update that information to ensure that it remains true, accurate and complete. If eBridge suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your agency or business will indemnify eBridge against such claim or liability including costs and attorney fees incurred in defending against it.
10. **Security.** eBridge uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents are responsible for managing your internal security by safeguarding password(s) and establishing your own internal security procedures, as you would for paper-based procurements, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you shall immediately report the same to eBridge and a new password will be assigned for your use. However, perfect security does not exist on the Internet, and eBridge does not and cannot guarantee that information will remain secure.
11. **Fees.** The design, maintenance and operation of the Solution require substantial costs and investment incurred by eBridge. Thus, a transaction fee based on the total final purchase price stated upon award will be charged to the awarded supplier. Said fee will be assessed to the awarded supplier at the rate stated in the Electronic Bid Event Form. All fees are to be paid to eBridge by the awarded supplier in the following manner:
 - **Definitive Bids:** Payment is made once delivery is made to the buyer and awarded supplier is paid by the buyer
 - **Construction and Public Works Bids:** Payment is to be made in full to eBridge upon supplier's receipt of initial progress, first percentage completion or mobilization payment
 - **IDIQ (indefinite dates, indefinite quantity) Bids:** Payment will be made on monthly transactions based upon actual purchases made during the month. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures

Suppliers will ensure this transaction fee is included in every bid they submit before or during an auction. You further acknowledge any payment made by a buyer with respect to a sale in which you were the winning bidder, whether or not such payment is made directly to you or a third party, will cause you to be immediately liable to eBridge for the transaction fee. Because these fees are expected to be INCLUDED in your pricing, they shall not be delineated in your invoicing to the buyer.

Any and all subsequent orders resulting from this specific electronic bid for like equipment, services or materials are subject to these terms and conditions.

12. **Disclosures.** You acknowledge by using the Solution, you agree to provide to eBridge accurate and complete information regarding: (a) any agreement entered into by you with a participating buyer through any online bidding event conducted



through the Solution, (b) the final price agreed upon between you and the participating buyer with respect to any product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through any online bidding event conducted on the Solution or through the Solution. You are to provide this information to eBridge immediately upon becoming aware of such information. eBridge relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.

- 13. Privacy Policy.** eBridge shall have the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. eBridge reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in eBridge's sole discretion, are unacceptable or in violation of this Agreement.

The information eBridge receives is determined by your activities when using the Solution. If you use the Solution to read or download information, eBridge collects and stores the following information about you: the name of the domain and host through which you access the Internet and the date and time you access the Solution. eBridge uses this information to measure the number of visitors to different sections of the Solution, so that eBridge can make the Solution more useful to visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, agency or company name, mailing address, email address and telephone).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. eBridge shall not be responsible for any loss or damage of any kind, nature or amount incurred as a result of any such disclosure to another user through the Solution. You may choose to send personally-identifying information to other websites you have linked to through the Solution. eBridge does not control the collection or use of this information, and makes no representations or warranties about the privacy or other policies of any other websites.

- 14. Reselling or Transfer.** You agree not to sell, transfer, or assign your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other agency or unauthorized person. If the Solution is used by another person using your access code or password, you will be responsible for and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from the use of your access code or password.
- 15. Access to Internet.** You agree that in order to use the Solution you must: (a) provide and pay for your own access to the Internet, and (b) provide and pay for all equipment necessary for you to make the connection to the Internet.
- 16. Interference with Others.** You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.
- 17. Links to Other Websites.** The Solution may link you to other sites on the Internet. These links are provided for your convenience but the websites to which the links connect are not under eBridge's supervision or control. You acknowledge and agree that the linking of the Solution to other websites does not constitute any endorsement of such websites by eBridge, and eBridge shall not be responsible for the legality, accuracy or any other aspect of the operation or content of any websites to which links are provided.
- 18. Copyright - How You May Use the Content of the Solution.** The content of the Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies of the Content must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. The Content may not be republished or reprinted in whole or in part. Except as authorized in this paragraph, you are not granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by eBridge and/or any third party owner of such



rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of eBridge, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of transactions using the Solution.

- 19. Framed Links.** You may not create framed links to the Solution without the prior written consent of eBridge.
- 20. Modification.** eBridge, in its sole discretion, has the right to modify this Agreement at any time. However, any such modification shall not affect the terms of any online bidding events already completed or in process. Any modification is effective upon either posting notice of such modification on eBridge's website or upon notice by mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.
- 21. Non-Circumvention.** You agree you will not, directly or indirectly, take any action which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once you electronically viewed or received a specific request for quotations from a buyer, you will not, directly or indirectly, enter into any agreement related to your quotations for this specific event with such buyer outside the Solution to include paper bids or verbal negotiation which would result in your failure to pay to eBridge the fee(s) set out in Section 11 hereof. You agree to maintain confidentiality between the buyer, you, your representatives, your company and its agents and suppliers and eBridge regarding the submission of quotations and subsequent pricing before and during the auction event.
- 22. Governing Law.** This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Buyer resides, without regard to or application of its conflict of laws principles.
- 23. Partial Enforceability.** If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.
- 24. Entire Agreement.** This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.
- 25. No Consequential Damages.** Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.
- 26. Headings.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.