



## **Invitation for Bid No. 2022-020 Clarifier Corrective Maintenance**

**Due Date:** October 5, 2021  
**Time:** 11:00 AM Local Time  
**Submittal Location:** Union County Government Center  
Procurement Department  
500 N. Main Street, Suite 709  
Monroe, NC 28112

### **Non-Mandatory Pre-Bid Meeting and Site Visit (refer to item #3.2 for details)**

**Date:** September 21, 2021  
**Time:** 10:00 AM  
**Location:** Union County Crooked Creek WRF  
4015 Sardis Church Road  
Monroe, NC 28110

### **Procurement Contact:**

Ava Strawn  
Procurement Specialist  
704.283.3886  
[ava.strawn@unioncountync.gov](mailto:ava.strawn@unioncountync.gov)

---

# 1 Contents

<b>2</b>	<b>Notice of Advertisement</b> .....	<b>4</b>
<b>3</b>	<b>Bid Submission</b> .....	<b>5</b>
3.1	BID SUBMISSION DEADLINE .....	5
3.2	NON-MANDATORY PRE-BID MEETING & SITE VISIT .....	5
3.3	BID DELIVERY REQUIREMENTS .....	5
3.4	BID QUESTIONS .....	6
3.5	BID ADDENDUM .....	6
<b>4</b>	<b>Instructions</b> .....	<b>6</b>
4.1	COMMUNICATIONS.....	6
4.2	BIDDERS ACKNOWLEDMENT .....	6
4.3	DUPLICATE BIDS .....	7
4.4	BID SIGNATURES .....	7
4.5	BIDDERS RESPONSIBILITIES .....	7
<b>5</b>	<b>Purpose</b> .....	<b>7</b>
5.1	INTRODUCTION .....	7
5.2	COUNTY .....	7
<b>6</b>	<b>Scope of Work</b> .....	<b>8</b>
6.1	SPECIFICATIONS.....	8
<b>7</b>	<b>Evaluation of Bids and Award Procedures</b> .....	<b>8</b>
7.1	BID INFORMATION.....	8
7.2	BID FORMAT .....	8
7.3	TERMS OF SUBMISSION .....	9
7.4	EVALUATION OF BIDS .....	9
7.5	AWARD OF CONTRACT .....	10
7.6	APPLICATION OF NORTH CAROLINA GENERAL STATUTES .....	10
<b>8</b>	<b>General Conditions and Requirements</b> .....	<b>10</b>
8.1	MINIMUM REQUIREMENTS FOR BIDDERS.....	10
8.2	TERMS AND CONDITIONS .....	10
8.3	IFB EXPENSES .....	10
8.4	CERTIFICATION.....	11
8.5	FINANCIAL INFORMATION.....	11
8.6	CONTRACTUAL OBLIGATIONS .....	11
8.7	COMPLIANCE WITH LAWS .....	11
8.8	SUB-CONTRACTOR/PARTNER DISCLOSURE.....	11
8.9	MODIFICATION OR WITHDRAWAL OF BID.....	12
8.10	CONTRACT COMMENCEMENT.....	12
8.11	DISPUTES .....	12
8.12	EQUAL EMPLOYMENT OPPORTUNITY .....	12
8.13	MINORITY AND SMALL BUSINESS PARTICIPATION PLAN .....	12
8.14	LICENSES .....	12
8.15	E-VERIFY .....	13
8.16	DRUG-FREE WORKPLACE.....	13
8.17	INSURANCE.....	13
8.18	INDEMNIFICATION .....	15
<b>9</b>	<b>Appendix A –Price Form</b> .....	<b>16</b>
<b>10</b>	<b>Appendix B – Bid Submission Form</b> .....	<b>17</b>

**11 Appendix C – Addendum and Anti-Collusion Form..... 18**  
**12 Appendix D – Vendor Payment Letter ..... 19**

## 2 NOTICE OF ADVERTISEMENT

### Union County, North Carolina IFB No. 2022-020 Clarifier Corrective Maintenance

Sealed bids for Clarifier Corrective Maintenance will be received by the Union County Procurement Department *until 11:00 AM* local time on **October 5, 2021** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112. The public bid opening will be conducted outdoors, in the front entrance area of the Union County Government Center at the specified bid date and time. **Late bids will not be accepted.**

On **October 5, 2021**, beginning at **10:30 AM** local time, bids will be received by the Union County Procurement Department at the bid opening location, outdoors in the front entrance area of the Union County Government Center at 500 North Main Street, Monroe, NC 28112. *If you plan to attend the bid opening social distancing rules apply.*

If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED – IFB 2022-020" and shall be addressed to Union County Procurement Department, Attn: Ava Strawn, 500 North Main Street, Suite 709, Monroe, NC 28112.

**A Non-Mandatory Pre-Bid Meeting and Site Visit** will take place on **September 21, 2021 at 10:00 AM, EST** at Union County Crooked Creek Wastewater Reclamation Facility, 4015 Sardis Church Road, Monroe, NC 28110. Although the meeting is not mandatory, attendance is strongly encouraged.

**Union County, North Carolina, through Public Works – Water & Wastewater, is soliciting bids from qualified vendors for the selection, replacement, and installation of constant speed reducer and main drive of Clarifier 301 at the Crooked Creek WRF.**

Copies of the solicitation may be obtained from the locations listed below:

1. Download the Bid Documents from the Union County Website [www.unioncountync.gov](http://www.unioncountync.gov) (Procurement Page, Current Bids).
2. Download the Bid Documents from the State of North Carolina IPS Website [www.ips.state.nc.us](http://www.ips.state.nc.us) (Bid by Departments, search County of Union).

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page ([ava.strawn@unioncountync.gov](mailto:ava.strawn@unioncountync.gov)). Deadline for questions is **September 23, 2021 at 5:00 PM** local time.

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

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

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

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

\*\*\*End of Advertisement\*\*\*

### 3 BID SUBMISSION

#### 3.1 BID SUBMISSION DEADLINE

Sealed bids for Clarifier Corrective Maintenance will be received by the Union County Procurement Department *until 11:00 AM* local time on **October 5, 2021** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112. The public bid opening will be conducted outdoors, in the front entrance area of the Union County Government Center at the specified bid date and time. **Late bids will not be accepted.**

On **October 5, 2021**, beginning at **10:30 AM** local time, bids will be received by the Union County Procurement Department at the bid opening location, outdoors in the front entrance area of the Union County Government Center at 500 North Main Street, Monroe, NC 28112. *If you plan to attend the bid opening social distancing rules apply.*

#### 3.2 NON-MANDATORY PRE-BID MEETING & SITE VISIT

An on-site Pre-Bid Meeting will be held at the time and location listed below. The meeting is not mandatory, but Bidders are highly encouraged to attend to ensure a full understanding of the County's needs.

**Date:** September 21, 2021

**Time:** 10:00 AM

**Location:** Union County Crooked Creek WRF  
4015 Sardis Church Road  
Monroe, NC 28110

#### 3.3 BID DELIVERY REQUIREMENTS

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

[Name of Contractor Submitting Bid]

IFB No. 2022-020

Clarifier Corrective Maintenance

Attention: Ava Strawn

**If using a delivery service, your company name and the solicitation number must be visible on the outside delivery box/envelope.** Ship, Mail, or Hand Deliver to the following address:

Union County Government Center

**Procurement Department**

500 North Main Street, Suite 709

Monroe, NC 28112

Attention: Ava Strawn

**Electronic (email) or facsimile submissions will not be accepted.**

There is no expressed or implied obligation for Union County to reimburse firms for any expenses incurred in preparing Bids in response to this request.

Union County reserves the right to reject any or all Bids, to waive technicalities and to make such selection deemed in its best interest. With limited response, Union County reserves the right to extend the solicitation opening date as appropriate in order to assure a competitive procurement.

### **3.4 BID QUESTIONS**

Bid questions will be due on or before **September 23, 2021 at 5:00 PM** local time. The primary purpose of this is to provide participating Contractors with the opportunity to ask questions, in writing, related to the IFB.

Submit questions by email to Ava Strawn at [ava.strawn@unioncountync.gov](mailto:ava.strawn@unioncountync.gov) by the deadline shown above. (Do not send question in a graph or Excel sheet format.) The email subject line should be identified as follow: IFB 2022-020 Clarifier Corrective Maintenance Questions. All questions and answers may be posted as addenda on [www.unioncountync.gov](http://www.unioncountync.gov) and [www.ips.state.nc.us](http://www.ips.state.nc.us).

### **3.5 BID ADDENDUM**

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

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

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

## **4 INSTRUCTIONS**

### **4.1 COMMUNICATIONS**

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

### **4.2 BIDDERS ACKNOWLEDGMENT**

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

### **4.3 DUPLICATE BIDS**

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

### **4.4 BID SIGNATURES**

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

### **4.5 BIDDERS RESPONSIBILITIES**

The Bidder must be capable, either as a firm or a team, of providing all parts as described under Section 6 - Specifications. Exclusion of any service for this Bid may serve as cause for rejection.

## **5 PURPOSE**

### **5.1 INTRODUCTION**

Union County Public Works is hereby soliciting vendor IFB for professional services to complete the WRF Clarifier repair, and replacement project at the Crooked Creek Wastewater Reclamation Facility (WRF). The existing clarifier at the mentioned WRF is approaching the end of its service life resulting in increased maintenance costs and decreased operational effectiveness.

The project to take place at Crooked Creek WRF will include the replacement of the following components for the Clarifier designated 301:

- Main drive
- Constant speed reducer
- All RAS (Return Activated Sludge) seals.
- All rubber sweeps on the lower rake arms.

This request invites qualified, and industry proven vendors to submit proposals for the completion of the items of work described below under Scope of Work.

### **5.2 COUNTY**

Union County, North Carolina (population 239,859) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

## 6 SCOPE OF WORK

### 6.1 SPECIFICATIONS

The vendor will be responsible for the selection, replacement, and installation of constant speed reducer, and main drive of Clarifier (301) at the Crooked Creek WRF. The selected vendor will be responsible for providing all materials, and labor used in the replacement of these key components, and drive. The selected vendor must use original equipment manufacturers parts, and products for the completion of improvements. If unable to obtain OEM parts, and products due to discontinuation; vendor is required to provide a replacement adhering to the OEM specifications. Vendor is responsible for completing improvements in a safe manner following all applicable local, state and federal policies and regulations. Union County will provide assistance in the shutting down of equipment to complete work. Any disconnection, or interruption of power sources, or alteration of normal operating conditions to the affected plant equipment will be performed by Union County. All existing equipment removed, or replaced during the completion of the improvements will be disposed of by selected vendor. Vendor will guarantee the quality of work by providing a determined, and specific warranty. Any additional repairs found to be needed during the replacement of the equipment will be discussed prior to the repair being made.

## 7 EVALUATION OF BIDS AND AWARD PROCEDURES

### 7.1 BID INFORMATION

Bids must be made in strict conformance using the Invitation for Bid (IFB) forms provided herein. All blank spaces for bids must be filled in properly. Numbers must be written in ink or typewritten, and the completed forms shall be without erasures, lineation, or alterations. In accepting the bid, the County will assume that no alterations have been made, and if they appear afterward, they shall not be binding on the County.

All Bid Documents shall be signed by an individual who is authorized to contractually bind the company. The signature must indicate the title or position the individual holds in the agency or firm. Agencies or firms which sign contracts with the name of the agency or firm must provide the name of a corporate officer or executive director for signature validation by the County. All unsigned Bids will be disqualified. In submitting a Bid, Offeror affirms all statements contained in the bid are true and accurate.

### 7.2 BID FORMAT

Bids must include the following:

- Appendix A – Price Form
- Appendix B – Bid Submission Form (signed)
- Appendix C – Addendum Receipt and Anti-Collusion Form (signed)



### 7.3 TERMS OF SUBMISSION

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

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

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

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

### 7.4 EVALUATION OF BIDS

Qualified bids will be evaluated to determine the **lowest responsive, responsible bidder**, taking into consideration quality, performance, and the time specified in the bid for performance of the contract. Consideration of such factors as: price offered; quality of item offered; general reputation and performance capabilities of offeror; substantial conformity with specifications/other conditions set forth in the bid; suitability of articles for the intended use; related services needed; date of delivery and performance; and such other factors deemed by the County to be pertinent will be used in determining responsiveness and responsibility.

## **7.5 AWARD OF CONTRACT**

The County reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter proposals. If the contract is to be awarded, it will be awarded to the lowest responsible, responsible bidder whose evaluation by the County indicates that the award will be in the best interest of County. The County shall have a period of 120 days after opening of bids in which to award the contract.

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

## **7.6 APPLICATION OF NORTH CAROLINA GENERAL STATUTES**

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

# **8 GENERAL CONDITIONS AND REQUIREMENTS**

## **8.1 MINIMUM REQUIREMENTS FOR BIDDERS**

Bids shall be considered only from companies normally engaged in performing the type of work specified in this solicitation. Union County, in its discretion, shall determine whether the evidence of responsibility and ability to perform is satisfactory.

The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience, to undertake the services required. The Offeror shall also certify that insurance coverage that meets or exceeds industry standards for this type of work will be in force to mitigate risk during performance under the contract.

## **8.2 TERMS AND CONDITIONS**

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

The County reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of Union County to execute a final, binding Contract with the successful Offeror which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project of this magnitude.

All bids submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

## **8.3 IFB EXPENSES**

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

## **8.4 CERTIFICATION**

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

- This bid is signed by an authorized representative of the firm;
- It can obtain insurance certificates as required within ten (10) calendar days after notice of award;
- All labor costs, direct and indirect, have been determined and included in the proposed cost;
- The potential Contractor has read and understands the conditions set forth in this solicitation.

## **8.5 FINANCIAL INFORMATION**

The Bidder must have the following financial information readily available and have the ability to provide it to the County, without exception, within twenty-four (24) hours upon request during the bid certification process:

1. Annual audited financial reports for the past five (5) fiscal years;
2. Credit reports, credit bulletins, bank and vendor references, and any other
3. published statements by agencies that have been issued or published about the entity within the past five (5) years;
4. Indicate whether the Company (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years;
5. Provide a description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Bidder's financial position or ability to provide service to the County.

## **8.6 CONTRACTUAL OBLIGATIONS**

The contents of this Bid and the commitments set forth in the Bid shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service

## **8.7 COMPLIANCE WITH LAWS**

Seller represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations and the Occupational Safety and Health Acts.

## **8.8 SUB-CONTRACTOR/PARTNER DISCLOSURE**

A single Company may propose the entire solution. If the Bid by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the Bid. The Company submitting the Bid shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

## **8.9 MODIFICATION OR WITHDRAWAL OF BID**

Prior to the scheduled closing time for receiving bids, any Contractor may withdraw his bid. After the scheduled closing time for receiving bids, no bid may be withdrawn for 90 days. Only written requests for the modification or correction of a previously submitted bid that are addressed in the same manner as bids and are received by the County prior to the closing time for receiving bids will be accepted. The bid will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked "Modification of Bid." Oral, telephone or fax modifications or corrections will not be recognized or considered.

## **8.10 CONTRACT COMMENCEMENT**

Commencement of a contract shall not begin prior to all necessary County approvals, including County Commission approval where required, and receipt of a County Purchase Order. Commencement of a contract without these approvals is solely at the Bidder's own risk and is likely to result in no payment for services performed or goods received.

## **8.11 DISPUTES**

In case of any doubt or differences of opinion as to the services to be furnished hereunder, the decision of the County shall be final and binding upon both parties.

## **8.12 EQUAL EMPLOYMENT OPPORTUNITY**

All Companies will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

## **8.13 MINORITY AND SMALL BUSINESS PARTICIPATION PLAN**

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

## **8.14 LICENSES**

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

### 8.15 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Offeror/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

### 8.16 DRUG-FREE WORKPLACE

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

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

### 8.17 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor’s sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS’ COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer’s Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager)  
Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate

\$1,000,000 Each Occurrence  
\$1,000,000 Personal and Advertising Injury Limit

- C. COMMERCIAL AUTOMOBILE LIABILITY  
(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000 Combined Single Limit - Any Auto

- D. PROFESSIONAL LIABILITY  
(only for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

#### **ADDITIONAL INSURANCE REQUIREMENTS**

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

**UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.**

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its

sole discretion, may deem failure to provide such notice as a breach of this Agreement.

- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: \_\_\_\_\_  
Contract #: \_\_\_\_\_

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

- I. Certificate Holder shall be listed as follows:

Union County  
Attention: Keith A. Richards, Risk Manager  
500 N. Main Street, Suite #130  
Monroe, NC 28112

- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

## 8.18 INDEMNIFICATION

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

**9 APPENDIX A –PRICE FORM**

**IFB 2022-020 Clarifier Corrective Maintenance**

**SUBMIT WITH BID**

Company Name: \_\_\_\_\_

Cost must include delivery, replacement, installation, and applicable warranty information for clarifier 301 at the Crooked Creek WRF. Vendor will be responsible for providing all materials, labor, parts using original OEM parts (described in section 6.1) in the replacement of these key components, and drive. If applicable, include warranty price in the Cost listed below.

Location	Scope	Cost	
Crooked Creek Wastewater Reclamation Facility (WRF)	Constant Speed Reducer, Main Drive of Clarifier 301, all RAS (return activated sludge) Seals and Rubber Sweeps on Lower Rake Arms		
		<b>TOTAL COST:</b>	

**Warranty in Months:** \_\_\_\_\_



**10 APPENDIX B – BID SUBMISSION FORM**

**IFB 2022-020 Clarifier Corrective Maintenance**

**SUBMIT WITH BID**

***This Bid is submitted by:***

Company Legal Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Representative Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Website Address: \_\_\_\_\_

**It is understood that Union County reserves the right to reject any and all Bids, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-bid this project. Bid is valid for 120 calendar days from the Bid due date and is submitted by an executive of the company that has authority to contract with Union County, NC.**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**11 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM**  
**IFB 2022-020 Clarifier Corrective Maintenance**

**SUBMIT WITH BID**

Please acknowledge receipt of all addenda by including this form with your Bid. Any questions or changes received will be posted as an addendum on [www.co.union.nc.us](http://www.co.union.nc.us) and/or [www.ips.state.nc.us](http://www.ips.state.nc.us). It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

**I certify that this Bid is made in good faith and without collusion with any other offeror or officer or employee of Union County.**

Company Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

## 12 APPENDIX D – VENDOR PAYMENT LETTER

IFB 2022-020 Clarifier Corrective Maintenance

**Do Not Submit with Bid**

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