



Invitation for Bid # 2021-029

Controls Upgrade at U.C. Agricultural Center

Due Date: April 30, 2021
Time: 2:00 PM EST

Receipt Location: Government Building
500 N. Main Street, Suite #709
Administrative Services, Procurement Division
Monroe, North Carolina 28112

**Non-Mandatory
Pre-Bid and Site Visit
Meeting:** **April 9, 2021 at 2:00 PM** located at Union County
Agricultural & Conference Center (3230-D, Presson Rd,
Monroe, NC 28112).

Procurement Contact

Corey Brooks
Procurement Specialist
704.283.3683
corey.brooks@unioncountync.gov

1 Contents

2	Notice of Advertisement	2
3	Submittal Deadline and Addendum Information	3
3.1	BID SUBMISSION DEADLINE	3
3.2	BID QUESTIONS	3
4	Purpose	4
4.1	INTRODUCTION	4
4.2	COUNTY	4
5	Project Scope	4
6	Specifications	4
6.1	DEVIATIONS.....	5
7	Bid Submission and Award	6
7.1	BID INFORMATION	6
7.2	INFORMATION PROVIDED BY THE BIDDER	6
7.3	EVALUATION OF BIDS	7
7.4	AWARD PROCEDURES	7
7.5	IFB EXPENSES	7
7.6	APPLICATION OF NORTH CAROLINA GENERAL STATUTES	7
8	General Conditions and Requirements	7
8.1	TERMS AND CONDITIONS	7
8.2	MODIFICATION OR WITHDRAWAL OF BID.....	8
8.3	RIGHT OF CANCELLATION	8
8.4	VENDOR DECLARATION.....	8
8.5	DISPUTES	8
8.6	MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE).....	8
8.7	LICENSES	8
8.8	INSURANCE	9
8.9	INDEMNIFICATION	11
9	Appendix A – Price Form	12
10	APPENDIX B – MASTER MECHANICAL FLOOR PLAN	14
11	Appendix c – Proposal Submission Form	15
12	Appendix d – Addendum and Anti-Collusion	16
13	Appendix e – Sample Agreement	17
14	Appendix f – Vendor Payment Letter	21

2 NOTICE OF ADVERTISEMENT

Union County, North Carolina

IFB No. 2021-029 Controls Upgrade at U.C. Agricultural Center

Sealed bids, so marked, will be received by the Union County's Procurement Department until ***2:00 PM EST on April 30, 2021** at the Union County Government Center, 500 North Main Street, 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. If you plan to attend the bid opening, social distancing rules apply.

*On **April 30, 2021** beginning at **1:30 PM** 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.

Union County, North Carolina, through the General Services – Facilities Department, is seeking bids from qualified Companies to provide and install an FX DDC Control System for the Union County Agricultural Center in response to this solicitation.

Bids will be received for a single prime contract. Bids shall be on a lump sum basis as indicated in the Bid Form.

Non-Mandatory Pre-Bid and Site Visit Meeting: This is a non-mandatory meeting that will take place on April 9, 2021 at 2:00 PM at the Union County Agricultural & Conference Center (3230-D, Presson Rd, Monroe, NC 28112).

Prospective Bidders may examine the Bidding Documents by downloading from the website(s) listed below.

1. Download the Bid Documents from the Union County Website 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 (Bid by Departments, search County of Union).

Bidders must have a license to do work as a mechanical contractor in the State of North Carolina as set the North Carolina Statutes. The Contractor's North Carolina License number shall be designated on the outside of the envelope containing the bid.

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

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

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

3 SUBMITTAL DEADLINE AND ADDENDUM INFORMATION

3.1 BID SUBMISSION DEADLINE

Bids shall be sealed and labeled on the outside envelope "IFB No. 2021-029 Controls Upgrade at U.C. Agricultural Center". IFB's are to be received by the Union County, Procurement Division by **2:00 PM EST on Friday, April 30, 2021**. Any proposals received after this date and time shall be rejected without exception.

Ship, Mail or Hand Deliver Bids Addressed as follows:

Union County Government Center
Procurement Department
500 North Main Street, Suite 709
Monroe, NC 28112

Attention: Corey Brooks, Procurement Specialist
IFB No. 2021-029 Controls Upgrade at U.C. Agricultural Center
G.C. License Number
Response Deadline: April 30, 2021, 2:00 PM EST

The bid must be submitted in printed form. It must have original signatures and be signed by a person who is authorized to bind the proposing firm.

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.

3.2 BID QUESTIONS

Bid questions will be due on **April 16, 2021 at 4:00 PM EST**. The primary purpose of this is to provide participating firms with the opportunity to ask questions, in writing, related to the IFB. The County may respond with an addendum within five (5) calendar days.

Submit questions by e-mail to Corey Brooks at corey.brooks@unioncountync.gov by the deadlines shown above. The email should identify the IFB number and project title. All questions and answers may be posted as addenda on www.co.union.nc.us and www.ips.state.nc.us.

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

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 Proposer on Appendix C, Addendum and Anti-Collusion form.

4 PURPOSE

4.1 INTRODUCTION

Union County, NC is seeking bids for the purchase & installation of an FX DDC Control System for the Union County Agricultural Center. The project provides Union County Facilities with a means to control the Agricultural Center's HVAC systems.

4.2 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, health & human services, cultural and recreational activities, and general government administration.

5 PROJECT SCOPE

Union County (the County) is inviting bids for the purchase & installation of an FX DDC Control System for the Union County Agricultural Center.

6 SPECIFICATIONS

Existing HVAC Systems that will be controlled by the new control system consist of ten (10) constant volume units and four (4) VVT units with their twenty-seven (27) associated zones. New Control System will use JCI 3 wire RS-485 BACnet to connect AHU's and VVT systems together. Provide new Comm Bus and necessary repeaters for all devices to communicate with each other. Locate new control panels for VVT in ceiling directly below units. Locate new control panel and controller in service corridor beside water heaters (shown on attached sketch). All units to be controlled via thermostat interface and monitored via supply air and CT Switches or BACnet if available.

Note: New control wiring will need to be pulled from control panel in service corridor to AHU's outside.

- All Graphics, Alarms, Trending and Scheduling shall be built in new Jace 8 panel provided then pulled into server using export tags.
- All Graphics, Alarms, Trending and Scheduling to match existing layout and function of other Union County Buildings unless approved in writing by UC.
- Contractor to provide job documentation, including system layout, Comm bus layout, sequence of operation, point to point controller diagrams and all product data sheets. This to be provided via 3 hard copies and also place on FX server to be accessed via system graphics.
- All Products to be warrantied for a period of 3 years from the date of purchase, all labor to be warrantied 1 year from Job Completion and Sign-off.

Schedule of the project shall be coordinated with the Union County Agricultural Center staff so this work will not interfere with any planned activities within the space. Work may not begin until a schedule has been to by all parties and provided by Union County.

Approved Products

1. Provide **F4-CVM03050-0** Controllers for VVT Zones
 - Or Equal
2. Provide **AMP** Air flow velocity sensors (Add to each VVT Zone)
 - Or Equal
3. Provide **F4-CGM09090-0** for Constant Volume and VVT Units
 - Or Equal
4. Provide new **JCI (PA Panels)** for VVT and Constant Volume AHU's
 - Or Equal
5. Provide new **FX-80 Jace** (Locate as indicated)
 - Or Equal
6. Provide new **JCI PA0000001FHO** Panel for Jace
 - Or Equal
7. Provide new **A/1k-6 Duct Temp Sensors** for RTU's and VVT Zones
 - Or Equal
8. Provide new **RIXGA** CT Switches for AHU Fan Status (VVT and Constant Volume AHU)
 - Or Equal
9. Provide new Belimo **LMB24-SR** actuators for Bypasses
 - Or Equal
10. Provide new Belimo **22ADP-584B** for VVT AHU Duct Static
 - Or Equal
11. Provide new **1k Blank Stainless Plates** for Room Sensors
 - Or Equal

6.1 DEVIATIONS

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

7 BID SUBMISSION AND AWARD

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 form shall be without erasures, lineation, or alterations. In accepting the proposal, the County will assume that no alterations have been made, and if they appear afterward, they shall not be binding on the County.

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

7.2 INFORMATION PROVIDED BY THE BIDDER

The Bidder shall provide the following minimum information:

- **Equipment**
 - Manufacturer – The Bidder will enter the manufacturer for proposed item
 - Model – The Bidder will enter the model for proposed item
 - Item Unit Price – The Bidder will enter the price of a single unit with all applicable discounts. Item unit price to be inclusive of the Equipment, its components and standard manufacturer warranty. A component is defined as a constituent part, pre-installation kit, hardware or software, of the whole equipment / system. It is not an optional hardware or software, but is included in the technical specification of the item, and is essential for the system functionality.
 - Pricing – Pricing must include all shipping charges.
 - Warranty – Acknowledge standard manufacturer warranty
- **Product Specifications**
 - Bidders are required to submit product specifications for design-basis equivalent model for each item included in the Proposal.
 - Product literature should be limited to technical data/specification documents. Please do not include any sales or marketing brochures.
 - All supplemental data should reference the equipment item for each item proposed on.
- **Typical Drawings (if Applicable)**

- Provide typical drawings for design-basis equivalent model being proposed on if applicable
- All supplemental data should reference the equipment proposal item.

7.3 EVALUATION OF BIDS

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

7.4 AWARD PROCEDURES

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

7.5 IFB EXPENSES

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

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 TERMS AND CONDITIONS

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

Union County reserves the right to reject any or all bids, to waive minor technicalities and informalities, and to make an award deemed in its own best interest, as determined by County officials in their sole discretion.

8.2 MODIFICATION OR WITHDRAWAL OF BID

Prior to the scheduled closing time for receiving bids, any Contractor may withdraw their 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 – "2020-045, Hydrant Locks". Oral, telephone, or fax modifications or corrections will not be recognized or considered.

8.3 RIGHT OF CANCELLATION

Any contract agreement entered into with the County that requires ongoing payments after the end of the fiscal year in which the equipment is purchased is cancelable by the County in the event that continuing funds are not appropriated.

8.4 VENDOR DECLARATION

The vendor must state that the bid was made without connection with any other person, company, or parties making a similar bid and that it is in all respects fair and in good faith without collusion and fraud.

8.5 DISPUTES

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

8.6 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)

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.

Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit a bid. DBE Contractors must be certified and registered on the NCDOT Directory.

8.7 LICENSES

The successful Contractor(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.

UNION COUNTY RESERVES THE RIGHT TO REJECT ANY AND/OR ALL QUALIFICATIONS AND TO WAIVE ANY AND ALL TECHNICALITIES.

8.8 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 services 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.

8.9 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold the 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. Without limiting the generality of the foregoing, the Contractor also agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract. 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 No. 2021-029 Controls Upgrade at U.C. Agricultural Center

Failure to complete the following form(s) shall result in your Bid being deemed nonresponsive and rejected without any further evaluation.

Service/Installation is included in Lump Sum Turn Key Price. Bidder will complete the Work in accordance with the Scope of Work and Contract Documents for the following price(s):

The Controls component quantities will be based off the existing equipment quantities given on page #4, Section 6 SPECIFICATION.

Line Item	Quantity	Item	Unit Price	Total Item Price (Qty x Unit Price)
1		F4-CVM03050-0 Controllers for VVT Zones Or Equivalent		
2		AMP Air flow velocity sensors (Add to each VVT Zone) Or Equivalent		
3		F4-CGM09090-0 for Constant Volume and VVT Units Or Equivalent		
4		JCI (PA Panels) for VVT and Constant Volume AHU's Or Equivalent		
5		FX-80 Jace (Locate as indicated) Or Equivalent		
6		JCI PA0000001FHO Panel for Jace Or Equivalent		
7		A/1k-6 Duct Temp Sensors for RTU's and VVT Zones Or Equivalent		
8		RIXGA CT Switches for AHU Fan Status (VVT and Constant Volume AHU) Or Equivalent		
9		Belimo LMB24-SR actuators for Bypasses Or Equivalent		
10		Belimo 22ADP-584B for VVT AHU Duct Static Or Equivalent		
11		1k Blank Stainless Plates for Room Sensors Or Equivalent		

Total Labor Cost


\$

Total Material Cost

\$

Total Lump Sum Turn-Key Price
(Total Labor Cost + Total Material Cost)

\$



Note: Bidders must complete Total Labor Cost and Total Material Cost above in order to be deemed lowest responsive and responsible

Bidder acknowledges that Total Lump Sum Turn-Key Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for the complete project.

Acknowledgment of Warranty: _____

Name of company submitting bid: _____

GC License No. _____

11 APPENDIX C – PROPOSAL SUBMISSION FORM

IFB No. 2021-029 Controls Upgrade at U.C. Agricultural Center

This Proposal 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 proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-bid this project. Proposals are valid for 120 calendar days from the bid due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

12 APPENDIX D – ADDENDUM AND ANTI-COLLUSION

IFB No. 2021-029 Controls Upgrade at U.C. Agricultural Center

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

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

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

Company Name: _____
Name: _____
Title: _____
Email Address: _____
Signature: _____
Date: _____

13 APPENDIX E – SAMPLE AGREEMENT

IFB No. 2021-029 Controls Upgrade at U.C. Agricultural Center

STATE OF NORTH CAROLINA

SAMPLE AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20__, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 N. Main Street, Monroe, N.C. 28112, hereinafter "Union," and _____, whose address is _____, hereinafter "Contractor."

WITNESSETH:

WHEREAS, Contractor is a supplier of certain [description of goods and supplies], hereinafter referred to as "Goods;" and

WHEREAS, Union desires to purchase such Goods from Contractor; and

WHEREAS, Contractor is willing to provide such Goods to Union as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. **GOODS PROVIDED.** Contractor agrees to provide the Goods in accordance with the Specifications in IFB# 2002-045 Hydrant Locks (the "IFB"). The Specifications section of the IFB is attached hereto and incorporated herein by reference. Contractor shall provide the Goods on an as-needed basis, upon request by Union for such Goods. Union shall provide a Purchase Order number to Contractor prior to any Goods being delivered. Contractor shall not be required to provide installation services pursuant to this Agreement.

2. **FEE AND PAYMENT SCHEDULE.** Union shall pay Contractor for purchase of the Goods in accordance with Appendix A – Price Form, which Appendix A is attached hereto and incorporated herein by reference. Contractor shall invoice Union for Goods after each delivery requested by Union has been completed pursuant to Section 1 herein. Contractor's invoice must reference the Purchase Order number issued by Union. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Division. Notwithstanding anything in this Agreement to the contrary, the total amount expended by Union pursuant to this Agreement shall not exceed _____. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

3. **DELIVERY SCHEDULE.** Contractor shall ship requested Goods described in Section 7.2 herein FOB destination, and delivery of such Goods shall be within four to six (4-6) weeks of the date the Goods are requested by Union.

4. TERMINATION. The Effective Date is the date of mutual execution of this Agreement. Union may terminate this Agreement at any time, without cause, by notification to Contractor in writing. In the event of termination without cause, Contractor shall be paid for Goods delivered to the date of notification of termination by Union.

5. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement ("the Documents"), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

6. INDEMNIFICATION. Contractor agrees to protect, defend, indemnify and hold Union, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of 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.

7. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

8. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

9. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

10. UNION NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

11. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

12. ASSIGNMENT. Neither Union nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

13. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

14. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

15. APPLICABLE LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

16. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties, or their respective successors in interest.

17. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

18. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

19. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement,

which entitles Union County to terminate this Agreement, without penalty, upon notice to Contractor.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed.

ATTEST: UNION COUNTY

BY: _____
Lynn G. West, Clerk of the Board

BY: _____
William Mark Watson, County Manager

DATE: _____

ATTEST: (CONTRACTOR NAME)

BY: _____

BY: _____

DATE: _____

Approved as to Legal Form _____



14 APPENDIX F – VENDOR PAYMENT LETTER

IFB No. 2021-029 Controls Upgrade at U.C. Agricultural Center

ATTENTION: ACCOUNTS PAYABLE VENDORS

As part of our Fraud Prevention Program, Union County now prefers two methods for payments to vendor accounts. These methods allow for faster and easier payments to vendors.

The first and preferred method available is to accept a VISA card payment from the County. If you accept payment via VISA, payment is made at the time of the transaction or upon receipt and approval of the invoice.

The second method is an Electronic Funds Transfer. (EFT) This means that you will receive payment of invoices due directly into your bank account. With this method, you will get an email confirmation giving you the date, invoice numbers, and total amount paid. Your payment will be available to you on Monday (or the first banking day if Monday is a bank holiday) following receipt of an approved invoice from the County department invoiced.

An EFT Enrollment Form to enroll in the program is attached for your convenience. You can also visit the Union County website at www.unioncountync.gov at any time to get a new form if your banking information changes. If the banking information changes and you do not notify us, it will delay receipt of payment for invoices.

If you wish to receive payment via the County's VISA card, please contact Alex Whitaker at 704-283-3538 or Christi Climbingbear at 704-283-3543, or send an email to alex.whitaker@unioncountync.gov and you will be added to the list of vendors accepting the VISA card method of payment.

Union County prefers all vendors participate in one of the two methods described above.

Thank you in advance for your participation.



Please return this completed form and supporting documents to:



Union County -Finance Office
Suite 714, 7th Floor, 500 N. Main Street, Monroe NC 28112

Phone: (704) 283-3886 **Fax:** (704) 225-0664

Email: ap@unioncountync.gov

Authorization for payment via Electronic Funds Transfer (EFT)

Initial Enrollment

Change Information

Today's Date _____

Company Name _____

Street Address _____

City, State, Zip _____

By signing below, I hereby authorize Union County to electronically deposit funds into the account indicated below. I understand that if my banking information changes and Union County is not made aware of this change, then payment may be delayed.

Bank Name _____

Address _____

City, State, Zip _____

Routing/ABA # _____ Bank Acct No. _____

Payment Notification: I hereby authorize the following individual to receive an email notification of payment details for all funds deposited to the above account by Union County.

Name & Title _____

Email Address _____

Phone Number _____

Officer Name & Title _____

Phone Number _____

Signature: _____

FOR ACCOUNT VERIFICATION, PLEASE ATTACH A VOIDED CHECK.

This authorization will remain in effect until Union County has received written notice to discontinue.

Print Form