



## **Invitation for Bid No. 2021-054 Event Center at Jesse Helms Park Fencing Project**

**Due Date:** March 25, 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:**

Non-Mandatory Pre-Bid and Site Visit Meeting: This is a non-mandatory meeting that will take place on March 15, 2021 at 10:00 AM at the **Jesse Helms Park Event Center (307 Cultivation Circle, Monroe, NC 28112).**

**\*Event Center is Located behind the Union County Agricultural & Conference Center (3230-D, Presson Rd, Monroe, NC 28112)**

**For Questions Please Contact:**

Corey Brooks  
Procurement Specialist  
704.283.3683  
[corey.brooks@unioncountync.gov](mailto:corey.brooks@unioncountync.gov)

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## 2 NOTICE OF ADVERTISEMENT

**Union County, North Carolina**  
**IFB No. 2021-054**  
**Event Center at Jesse Helms Park Fencing Project**

Sealed bids, so marked, will be received by mail or hand delivery to Union County's Procurement Department until **2:00 PM** (local time) on **March 25, 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 **March 25, 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 Facilities Management Department, is seeking bids from qualified companies for the installation of new black vinyl coated chain link fencing and gates for the Event Center at the Jesse Helms Park.

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 March 15, 2021 at 10:00 AM at the **Jesse Helms Park Event Center (307 Cultivation Circle, Monroe, NC 28112)**.

**\*Event Center is Located behind 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](http://www.unioncountync.gov) (Procurement Page, Current Bids).

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 and request clarification as needed.

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 BID SUBMISSION

#### 3.1 BID SUBMISSION DEADLINE

Sealed bids are to be received by the Union County Procurement Department no later than **March 25, 2021 at 2:00 PM EST.**

#### 3.2 BID DELIVERY REQUIREMENTS

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

[Name of Vendor Submitting Quote]

**IFB No. 2021-054**

**Event Center at Jesse Helms Park Fencing Project**

**Attention: Corey Brooks**

Ship, Mail, or Hand Deliver Bid Packets to the following address. Your company name and the solicitation number must be visible on the delivery box/envelope.

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

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.**

### 3.3 PRE-BID AND SITE VISIT

Non-Mandatory Pre-Bid and Site Visit Meeting: This is a non-mandatory meeting that will take place on March 15, 2021 at 10:00 AM at the **Jesse Helms Park Event Center (307 Cultivation Circle, Monroe, NC 28112)**.

**\*Event Center is Located behind the Union County Agricultural & Conference Center (3230-D, Presson Rd, Monroe, NC 28112)**

### 3.4 BID SUBMITTAL PACKAGE

The bid submittal package at a minimum must include:

1. Appendix B – Price Form (signed)
2. Appendix C – Proposal Submission Form (signed)
3. Appendix D– Addendum and Anti-Collusion Form (signed)
4. List of Proposed Subcontractors
5. Evidence of authority to do business in the state of the Project, or a written covenant to obtain such license within the time for acceptance of Bids

### 3.5 BID QUESTIONS

Bid questions will be due on or before **March 17, 2021 at 4:00 PM EST**. The primary purpose of this is to provide participating vendors with the opportunity to ask questions, in writing, related to the IFB. The County may respond with an addendum within five (5) business days.

Submit questions by email to Corey Brooks at [corey.brooks@unioncountync.gov](mailto:corey.brooks@unioncountync.gov) by the deadline shown above. The email should identify the bid number and title. All questions and answers may be posted as addenda on [www.unioncountync.gov](http://www.unioncountync.gov)

### 3.6 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 IFB MODIFICATIONS**

Clarifications, modifications, or amendments may be made to the IFB at any time prior to the Bid Deadline at the discretion of the County. It is the Bidder's responsibility to periodically check the County's website until the posted Bid Deadline to obtain any issued addenda.

### **4.3 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.

### **4.4 PERFORMANCE AND PAYMENT BONDS**

When the Successful Bidder delivers the agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required performance and payment bonds and insurance documentation.

Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due.

### **4.5 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.

### **4.6 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.

#### **4.7 SUBCONTRACTORS (IF APPLICABLE)**

In addition to any identification of Subcontractors, Suppliers, individuals, or entities required to be submitted to Owner (see third full paragraph below), Bidders shall include in their Bid a list of all subcontractors which the Bidder intends to use for each of the following categories of work:

- Heating, ventilating, and air conditioning (Mechanical)
- Electrical

A contractor whose Bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (a) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or nonresponsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (b) with the approval of the awarding authority for good cause shown by the contractor. The terms, conditions, and requirements of each contract between Contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the Contract between Contractor and Owner. Failure to include this list of subcontractors may cause a Bid to be rejected as nonresponsive by Owner.

If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

#### **4.8 BIDDERS RESPONSIBILITIES**

The bidder must be capable, either as a firm or a team, of providing all goods or services as described under SECTION 6 –Scope of Work, and to maintain those capabilities until notification of the fact that their bid response was unsuccessful. Exclusion of any good or service for the IFB may serve as cause for rejection.

The successful Bidder will be responsible for all work in the IFB whether they are provided or performed by the successful Bidder or subcontractor(s). Further, the County will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.



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

**5 PURPOSE**

**5.1 INTRODUCTION**

Union County, North Carolina, through the Facilities Management Department, is seeking bids from qualified companies for the installation of new black vinyl coated chain link fencing and gates for the Event Center at the Jesse Helms Park. The scope of work and drawings for the project are listed below.

**5.2 COUNTY**

Union County, North Carolina (population 239,589) 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 INSTALLATION OF COMMERCIAL CHAIN LINK FENCE**

6' High Galvanized Steel Black Vinyl Coat Commercial Grade Chain Link Perimeter Fence and Fence Components as Per the Attached Plan

2 -24' Wide by 6' High Galvanized Steel Black Vinyl Coat Commercial Grade Chain Link Bi-parting Cantilever Sliding Gate with Latch Assembly and Roll Stops Equipped with Wheels Roller Bearings and Lubrication Fittings

3 -5' Wide by 6' High Galvanized Steel Black Vinyl Coat Commercial Grade Chain Link Single Swing Gates

All Fence Fittings, Post and Line Caps, Rails and Brace Ends, Sleeves-Top Rail, Tie Wires and Clips, Tension and Brace Bands, Tension Bars, Truss Road, Black Vinyl Coat Installation Shall Adhere to NEC Grounding Requirements

A. Chain Link Fabric

1. Fabric Type:

a. ASTM A-392 Class II – zinc coated steel

2. Wire gage: 9

3. Mesh Size: 2 inch

4. Selvage Treatment:

a. Top: Knuckled

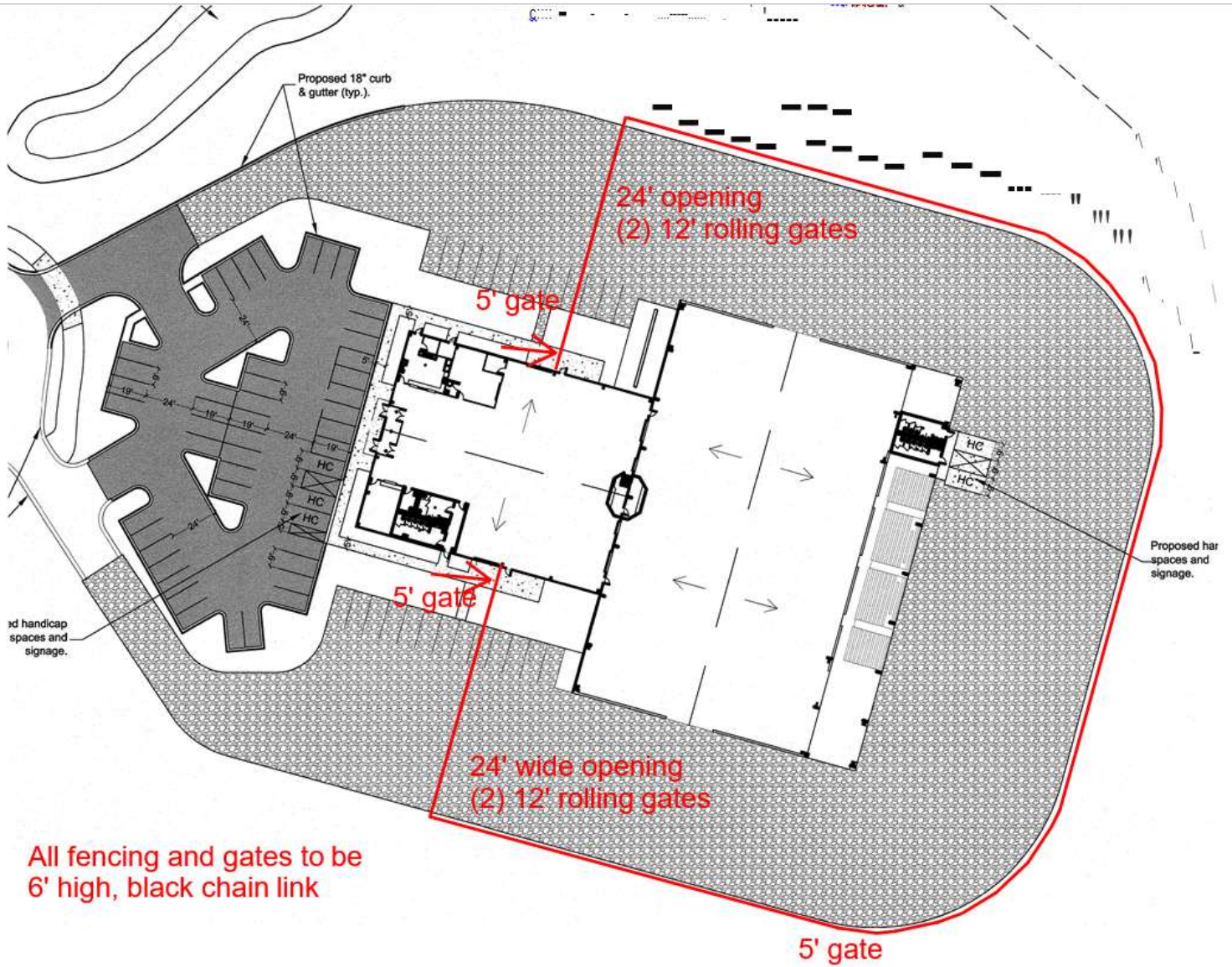
b. Bottom: Twisted and barbed

- B. Line Post:
  - 1. ASTM F-1083 pipe
    - a. Schedule 40 pipe, NPS 1-1/2 inch
  
- C. Corner or Terminal Post:
  - 1. ASTM F-1083 pipe
    - a. Schedule 40 pipe, NPS 2-inch
    - b. Set in concrete footing
  
- D. Slide Gate Post
  - 1. ASTM F-1083 pipe
    - a. Schedule 80, NPS 4-inch, concrete filled and set in concrete footing
  
- E. Tension Wire
  - 1. Bottom of Fabric
    - a. ASTM F-824, galvanized steel
  
- F. Fence Fittings (Post and Line Caps, Rails and Brace Ends, Sleeves-Top Rail, Tie Wires and Clips, Tension and Brace Bands, Tension Bars, Truss Road);
  - 1. ASTM F-626
  
- G. Brace and Rails
  - 1. ASTM F-1083
    - a. Schedule 40, NPS 1-1/4 inch
  
- H. Concrete
  - 1. ASTM C-150 Type I
  
- I. Subsurface Utility Locating Services
  - 1. The awarded vendor will be responsible for locating all subsurface utilities
  
- J. Gates
  - 1. (2) 6' wide x 8" high galvanized steel black vinyl coat commercial grade chain link swing gates with posts and center latch assembly installed on top of existing concrete with plates in conjunction with a dumpster enclosure.
  - 2. This portion of chain link fence shall be 8' high.

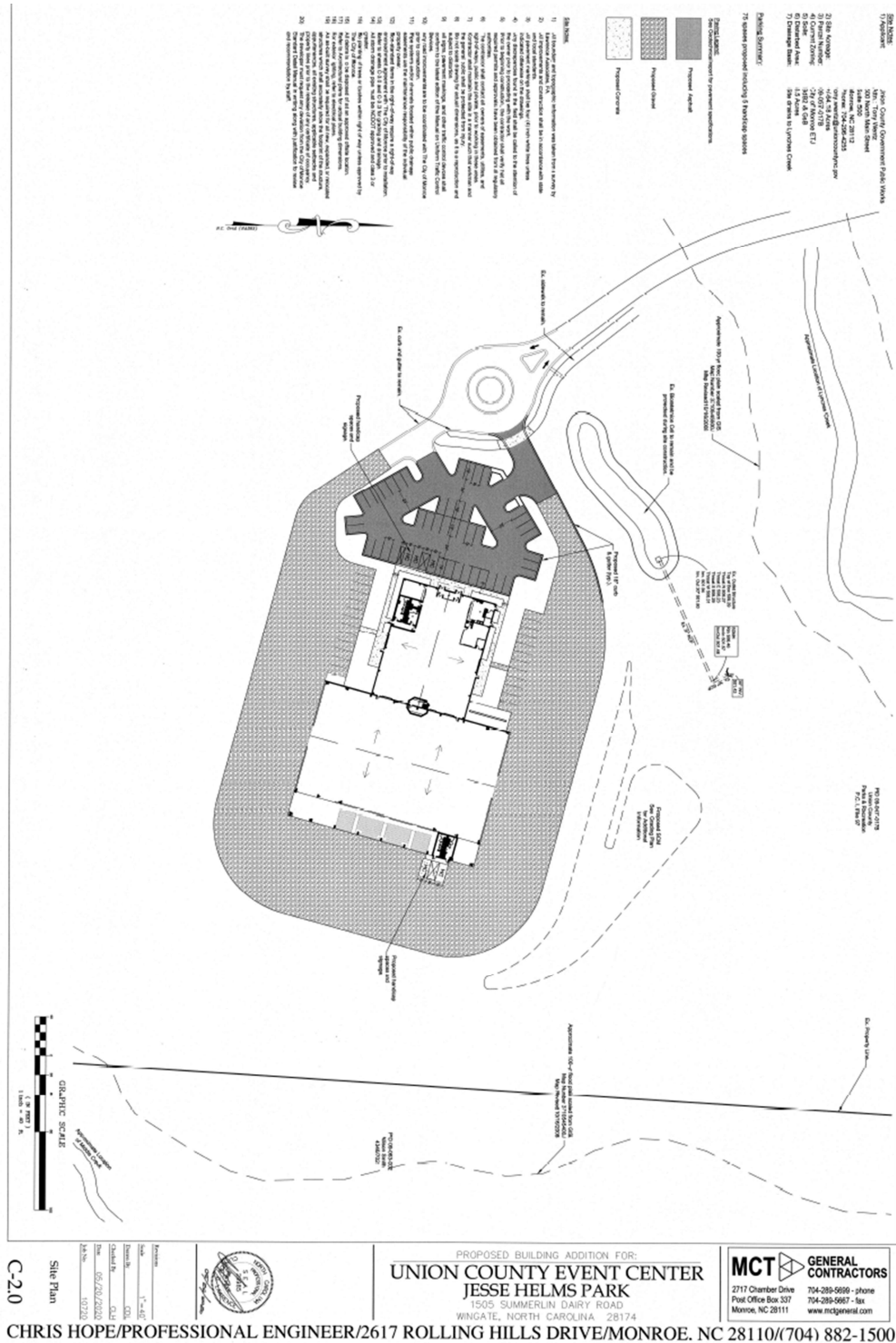
New fence shall carry a 5 year parts and labor warranty.

6.2 DRAWING

Event Center at Jesse Helms Park Fencing Project



# 6.3 SITE MAP



## 6.4 DELIVERY AND CHARGES

FOB destination. All prices quoted shall include all delivery and/or freight charges to addresses specified in this document or other address specified on a Purchase Order contract. No additional freight shall be charged at time of delivery. Risk of loss and/or damage shall be upon the seller until such time as goods have been physically delivered and received by the County.

## 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 proposal are true and accurate.

### 7.2 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.

### 7.3 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 responsive, 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.

### 7.4 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 BASIS OF AWARD**

- a. LUMP SUM
  - i. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

### **8.2 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.

Union County reserves the right to request additional information or clarification from any Company submitting a proposal.

### **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 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 proposal 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 published statements by agencies that have been issued or published about the entity within the past five (5) years;
3. Indicate whether the Company (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years;
4. 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.

### **8.5 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

## **8.6 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.

## **8.7 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.

## **8.8 EXCEPTION TO THE IFB**

An “exception” is defined as the Service Provider’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the IFB. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this IFB. Other than exceptions that are stated in compliance with this Section, each Bid shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this IFB. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider’s solution, must be described in detail.

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

- a A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- b If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified above and submit a new Bid prior to the date and time for the opening of Bids.
- c A bid may be modified or withdrawn under the conditions set forth in N.C.G.S §143-129.1. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

## **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 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.

## **8.12 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.

## **8.13 CERTIFICATION**

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

- This bid is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed costs.
- 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 IFB.

## **8.14 EQUAL EMPLOYMENT OPPORTUNITY**

All Firms 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.



## **8.15 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.

## **8.16 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.

## **8.17 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.

## **8.18 DRUG-FREE WORKPLACE**

During the performance of this Request, 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.

## 8.19 TAXES

Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on it employees and operations. Contractor shall substantiate, on demand by Union County, that all taxes and other charges are being properly paid.

Pursuant to N.C.G.S 105-164.14, Union County is eligible for sales and use tax refunds on all material which become a permanent part of the construction. Contractor agrees to provide Union County such documentation as may be necessary to meet the requirements of the North Carolina Department of Revenue regarding requests for refund of sales and use taxes. Such requirements include those described in the North Carolina Department of Revenue Sales and Use Tax Technical Bulletins 18-2(F) outlined below:

To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures, and equipment by a contractor, Union County must secure from a contractor certified statements setting forth the specific required information. A "certified statement" is s statement signed by a Contractor's Union, a corporate officer of a contractor, or an employee of a contractor who is authorized to provide information set forth in the statement. The certified statement must include all of the following information:

- a. The date the property was purchased
- b. The type of property purchased
- c. The cost of property purchased and the amount of sales and use taxed paid thereon
- d. The vendor from whom the property was purchased
- e. The project for which the property was purchased
- f. If the property was purchased in the State of North Carolina, the county to which it was delivered, or, if the property was not purchased in the State of North Carolina, the county in which the property was used; and g. The invoice number of the purchase.

In the event Contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from Contractor's warehouse stock and the amount of State and local sales or use tax paid thereon by Contractor. Any local sales or use taxes included in Contractor's statements must be shown separately from the State sales or use taxes. Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal

property purchased by Contractor for use in performing the Contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by N.C.G.S. § 105-164.14(c). Examples of property on which sales or use tax has been paid by Contractor and which shall not be included in Contractor's certified statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals. Similar certified statements by Subcontractors must be obtained by Contractor and furnished to Union.

Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to Union. Union is the recipient of sales tax refunds and no such funds shall be provided to Contractor, or claim made by Contractor therefor.

## **8.20 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

## 8.21 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.

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**9 APPENDIX A – PRICE FORM**

**IFB 2021-054**

**Event Center at Jesse Helms Park Fencing Project**

**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):

<b>Line Item</b>	<b>Description</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Price (per Foot)</b>	<b>Subtotal (Unit Price x Est Qty)</b>
1	Materials	750	Ft		
2	Installation	750	Ft		
<b>Total Price (Line Item 1 + Line Item 2)</b>					

**Note: Bidders must complete “Unit Price”, Subtotal(s) and Total Cost for line item 1 and line 2 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: \_\_\_\_\_

Attach list of Subcontractors:

## 10 APPENDIX B – BID SUBMISSION FORM

### IFB 2021-054 Event Center at Jesse Helms Park Fencing Project

Failure to complete this form shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

#### OFFER

The Undersigned hereby offers, and agrees to be bound to this offer, to furnish the goods and/or services in compliance with all Terms and Conditions, scope of work, specifications, and addenda in the Invitation for Bid.

#### OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the County, for the term as stated herein, and to enter into an Agreement with the County, in accordance with the Specifications, Scope, Terms and Conditions, together with any written addendum as specified above.

#### COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the IFB and will be in compliance with such requirements. By submitting this Bid Form, the Bidder represents that: 1) the Bidder is in compliance with any applicable ethics provisions of the County's Procurement Ordinance, and 2) if awarded a contract to provide the Construction, Goods or Services the bidder agrees to perform all work associated with the Scope of Work, all published Addendums, and the IFB in its entirety. 3) the bidder will comply with the County's Ethics Ordinance during all work associated with this IFB.

#### NON-COLLUSION:

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other business making any other Bid, or which otherwise would make a Bid.

#### PERFORMANCE GUARANTEE:

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee (i.e. irrevocable letter of credit or cash deposit).

#### BID PRICE:

The undersigned agrees to abide by the pricing contained on the Price Sheet.

**No bid shall be accepted which has not been manually signed in ink in the appropriate space below:**



***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 2021-054 Event Center at Jesse Helms Park Fencing Project

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 – TEMPLATE CONTRACT**

**IFB 2021-054 Event Center at Jesse Helms Park Fencing Project**

***-----For informational purposes only. Do not submit with your bid. -----***

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THIS AGREEMENT is made and entered into as of \_\_\_\_\_, 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 [Contractor's full legal name], a [type of business (corporation, limited liability company, etc.) and state where incorporated], whose address is \_\_\_\_\_, hereinafter "Contractor."

WITNESSETH

WHEREAS, Union desires that Contractor perform certain [describe services here] services; and

WHEREAS, Contractor is willing to perform such services 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. **SERVICES PERFORMED.** Contractor agrees to perform the services as set forth in the attached [Scope of Work, or, if the full RFP is to be attached, state the RFP # and RFP title], which is incorporated herein by reference (hereinafter the "Services"), in accordance with the terms of this Agreement.

2. **FEE AND PAYMENT SCHEDULE.** Union shall pay Contractor [insert payment amount or rate] for performance of the Services. Contractor shall invoice Union on a monthly basis for Services performed, or upon such other schedule as may be agreed upon by the parties. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Division. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

3. **TERM AND TERMINATION.** The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of [insert agreement time length] (the "Initial Term"). Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement for up to [number of possible additional terms, as stated in the RFP] additional [number of years in each renewal term]-year terms, each a "Renewal Term," upon written notice to the Contractor. Union may terminate this Agreement at any time, without cause, upon provision of ten (10) days' written notice to Contractor. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by Union.

4. 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.

5. **BASIC INSURANCE REQUIREMENTS**. 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.

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**13 APPENDIX F – VENDOR PAYMENT LETTER**

**IFB 2021-054 Event Center at Jesse Helms Park Fencing Project**

*-----For informational purposes only. Do not submit with your bid. -----*

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**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](http://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](mailto: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