



## **Request for Proposals No. 2021-049 Concrete Restoration Services**

**Due Date:** March 30, 2021  
**Time:** 2:00 PM EST  
**Submittal Location:** Union County Government Center  
Procurement Department  
500 N. Main Street, Suite 709  
Monroe, NC 28112


**Procurement Contact Person:**

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## 2 NOTICE OF ADVERTISEMENT

**Union County, North Carolina**  
**Request for Proposals No. 2021-060**  
**Employee Service Award Program**

Interested offerors are invited to submit your sealed proposal electronically to the Union County North Carolina's Procurement Department by following the instructions listed in section 3.2 Proposal Submission Deadline no later than **March 30, 2021 at 2:00PM, EST**. Follow the instructions to upload your proposal submission package. Any proposals received after this date and time shall be rejected without exception.

Union County, North Carolina, through Public Works, is seeking proposals from qualified companies having experience with Concrete Restoration Services to respond to this solicitation.

RFP No. 2021-060 may be examined at the Union County Government Center, Procurement Department, 500 North Main Street, Suite 709, Monroe, NC 28112, Monday through Friday between the hours of 8:00 am and 5:00 pm. Copies of the solicitation may be obtained from the locations listed below:

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

Union County (UC) reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest.

Offerors 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 QUESTION INFORMATION

#### 3.1 PROPOSAL SUBMISSION DEADLINE

All Proposal Submittals are to be received by the Union County Procurement Department no later than 2:00 PM EST on March 30, 2021 per the instructions below. Any proposals received after this date and time shall be rejected without exception.

#### 3.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically by using the following link: <https://lfportal.unioncountync.gov/Forms/procurementsubmit>. The proposal package must be signed by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

**Paper submissions will not be accepted.**

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

Union County (UC) reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest.

Union County reserves the right to award to multiple vendors.

#### 3.3 PROPOSAL QUESTIONS

Proposal questions will be due on or before **March 18, 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 RFP. The County may respond with an addendum to answer applicable questions.

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 Proposal number and title. All questions and answers may be posted as addenda on [www.unioncountync.gov](http://www.unioncountync.gov) and/or [www.ips.state.nc.us](http://www.ips.state.nc.us).

#### 3.4 ADDENDUM

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

Should an Offeror find discrepancies or omissions in this RFP 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 Proposer on Appendix C, Addendum and Anti-Collusion Form.

## **4 EMPLOYEE SERVICE AWARD PROGRAM**

### **4.1 INTRODUCTION**

Union County, North Carolina (hereinafter, "The County") is seeking proposals from qualified Proposers for Concrete Restoration Services for the Public Works department.

Union County intends to award a contract to the Proposer whose solution most closely meets the requirements defined in this RFP. The Proposer's proven track record and approach towards the successful implementation of these services are critical factors in the selection process.

### **4.2 COUNTY**

The County (estimated 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.

It is the County's intent to continue to demonstrate appreciation to the full- time and benefited part-time employees who have completed landmark years of service by presenting them with an appropriate level of recognition.

## **5 SCOPE OF WORK**

### **5.1 OVERVIEW**

This contract generally addresses various sidewalk, driveway, and curb and gutter work resulting from Union County Public Works' (UCPW) utility repair activities and the scope will typically be to complete concrete repair following a water or sewer repair, but may include placement and compaction of backfill or other related work. Other common work may include repair of sidewalks and driveways due to settlement or other damage.

All work must be performed in a neat and professional manner that is aesthetically pleasing in order to restore damaged area to "original condition" and all concrete work in traffic areas must be finished to provide good ride quality.

No payment will be made for temporary closure or re-excavation of work areas.

The Contractor shall have sufficient resources (manpower, supervision, and equipment) necessary to perform work to the specifications.

No additional work or deviation from the project assignments shall be allowed without written approval from UCPW. Work requested by the property owner, which is not part of the approved assignments/specifications, must be contracted between the property owner and the Contractor. Any additional work by the Contractor for the homeowner shall not begin until all of Union County's work has been completed and accepted. Union County will not be responsible for payment of any additional work performed by the Contractor for property owners. The Contractor shall not suggest or recommend additional work to the property owners during the performance of the work contracted with Union County.

No guarantees will be made of size, amount, or quantity of any specified work orders or projects.

## **5.2 COMPLAINT RESOLUTION PLAN**

The Contractor must provide a supervisor to be available by phone 24 hours a day, 7 days a week to answer emergency calls related to the Contractor's work and job sites.

The Contractor must respond immediately when called with emergency situations involving job site safety; unsafe traffic control; ingress/egress concerns or other potentially dangerous situations caused by the Contractor's work.

Non-emergency complaints regarding the Contractor's work/workmanship must be responded to within 24 hours.

The Contractor will immediately correct problems associated with his/her faulty or poor workmanship at his/her own expense.

## **5.3 EMERGENCY WORK**

UCPW may require repairs to be made immediately due to major roadway damage or other unforeseen circumstances. These projects (work orders) will be of the utmost priority and shall be completed immediately. Contractor will be notified of any emergency repairs as they exist by UCPW representative.

## **5.4 REFERENCES**

Bidder must provide a minimum of five (5) professional references related to this specific construction activity. Include company name, address, phone number, and contact name(s).

## **5.5 CONFORMITY WITH WORK ORDERS AND SPECIFICATION**

The Contractor shall employ sufficient labor and equipment for executing the work to full completion in the manner and time required by these specifications.

The Contractor will be required to execute the work in a continuous and uninterrupted manner upon notification by UCPW via fax, email, or phone on each location. It will be the responsibility of the Contractor to keep UCPW informed of his/her schedule, work plan, and progress and to submit weekly reports in an electronic format approved by UCPW of work order status to the appropriate UCPW representative.

Any person employed by the Contractor or by any Subcontractor during the life of this project that, in the opinion of UCPW, does not perform his/her work in a proper and skillful manner or is disrespectful, intemperate, or disorderly shall be removed by the Contractor or Subcontractor from the project and future worksites with UCPW.

The supervisor of the crew at a minimum shall speak fluent English as to have the ability to communicate with UCPW staff and/or the resident.

In the event UCPW finds the materials or the finished product in which the materials used or the work performed have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced by the contractor at no cost to Union County.

All equipment which is proposed to be used on the work of this contract is to be of sufficient size and in such mechanical condition as to meet the requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to the roadway or other public or private property will result from its use.

## **5.6 GUARANTEE**

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by Union County and shall replace any portions that fail because of faulty materials or workmanship at no additional cost. Items repaired under the provisions shall have an extended warranty period of twelve (12) months from the date of repair of the item.

## **5.7 PROJECT (WORK ORDERS)**

A project shall be defined as work orders and/or the construction services to be performed at a specific location(s). UCPW will submit a work order (standard form) to the contractor via fax or email indicating location, type of work to be performed, approximate size area, any special conditions, and date to be completed, and contact information.

## **5.8 ADJUSTMENT OF MANHOLES, METER AND VALVE BOXES**

The contractor may request UCPW to adjust manholes, meter boxes, valve boxes, etc. prior to project completion. This will be completed at no cost to the contractor if adjustments to the above items are due in part to UCPW's construction activities. Any damage to these structures as a part of the contractor's project completion will be charged against the paid sum for that project.

## **5.9 RETURN OF COUNTY OWNED TRAFFIC CONTROL DEVICES**

There may be occurrences where UCPW has left traffic control devices at the work site for the protection of the public. It shall be the contractor's responsibility to return such equipment to the UCPW Operations Center, 4600 Goldmine Road Monroe, NC 28112, at no charge to UCPW.

## **5.10 CONCRETE REPAIR**

Description: Work covered by this special provision consists of the removal and replacement of concrete driveways, sidewalks, curb/gutter, etc. to match existing area(s).

- The Contractor must remove concrete or any other material to the next full slab joint (expansion, control joint, etc.), sawing where necessary to assure clean, straight, abutting edges before pouring concrete.
- Concrete shall meet NCDOT standards for Class A and Class B concrete, including slump, entrained air (5%), water/cement ratio, etc.
- The subgrade shall be properly prepared, compacted and adequately dampened to prevent excessive water migration from the concrete into the subgrade. Once the concrete has been placed and finished, a curing compound shall be sprayed evenly across the entire surface of the concrete.



- Structural components, i.e., steel reinforcement, rebar, etc., shall be used as necessary to replace concrete area to original condition. Although seldom, structural components shall only be used with UCPW approval.
- The area is to be cleared of water or loose material and debris, dried and tamped prior to concrete installation.
- Excess or loose material (dirt, debris, stone, concrete, asphalt, etc.) shall be removed and disposed.

Areas where concrete repair is required may be pre-backfilled by UCPW to subgrade or finish grade for continued use until repair is completed

Damage to surrounding concrete during contractor's activities will NOT be subject to payment by UCPW.

Contractor is required to make contact with property owner prior to repair of any concrete driveways, to ensure notification of timeframe necessary for proper repair.

Measurement: The quantity of installation and/or repair of concrete sections to be paid for will be the actual square yards (typical driveway and sidewalk) or linear feet (curb and gutter) of concrete measured along the surface which has been incorporated into the completed and accepted work.

Payment: The quantity of concrete, measured as provided above, will be paid for at the contract unit price per square foot (SF) or linear foot (LF). Such payment will be full compensation for all work covered by this special provision, including but not limited to furnishing, forming, and placing concrete and all work incidental to the completion of the installation and/or repair. Excess or loose material (dirt, debris, stone, concrete, asphalt, etc.) shall be removed from the installation and/or repair area and disposed of appropriately.

Payment will be made under:

4-inch Concrete (Class A) D/W & S/W – Typical.....	SF
6-inch and deeper Concrete (Class A) D/W.....	SF
2'-6" Concrete Curb & Gutter (Class B).....	LF

## 5.11 LANDSCAPING

Contractor shall communicate and coordinate landscape restoration with landscaping contractors currently under contract with UCPW. Contact information will be provided to the awarded bidder upon Notice to Proceed.

## 6 MISCELLANEOUS ITEMS

### 6.1 TRAFFIC CONTROL

The Contractor is responsible for notifying the Union County Communications (Police & Fire) and NCDOT of any work where the number of travel lanes is reduced from normal conditions.

The Contractor shall install advance warning signs for the project(s) as necessary. The Contractor shall begin construction activity on a street on the scheduled date for the closing of the travel lane.

During daily construction work hours, the Contractor will maintain at least one lane of traffic. During periods of construction inactivity, all lanes of traffic will be open unless otherwise specified.

Contractor will not be required to obtain NCDOT Encroachment Agreements, while working within NCDOT Right-of-Ways, prior to any work related to this contract as a result of UCPW construction activities. However, Contractor must comply with the requirements set forth in the NCDOT Encroachment Agreement.

Traffic control will be performed by the Contractor based upon the NCDOT and Manual of Uniform Traffic Control Devices (MUTCD) Traffic Control Provisions. UCPW will not be responsible for any violation of NCDOT traffic control procedures or any damages as a result thereof. The Contractor shall be thoroughly familiar with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), the current edition of the North Carolina Department of Transportation (NCDOT) Supplement to the MUTCD for Streets and Highways, the NCDOT Roadway Standard Drawings and the current edition of the NCDOT Standard Specifications for Roads and Structures. All traffic control devices and procedures shall conform to the above standards as applicable.

The Contractor shall use flagger control in accordance with all NCDOT flagger control training and standards.

The Contractor will be required to maintain ingress and egress to all businesses and dwellings, and easy access to fire hydrants during repair(s).

The Contractor shall not work on both sides of the road simultaneously within the same area, unless approved by Union County Public Works.

The Contractor shall mark all hazards within the work area limits with well-maintained signs, barricades, warning and/or channelizing devices.

Traffic Control Devices: The Contractor shall furnish, install, operate, relocate, maintain and remove all temporary traffic control devices necessary for controlling traffic in accordance with NCDOT requirements. The Contractor shall notify NCDOT before installation, removal or relocation of any permanent signs within the right-of-way. All construction signs and barricades shall remain in place until the appropriate permanent signs and pavement markings are re-installed.

Pedestrian Considerations: The Contractor shall accommodate the needs of all pedestrians.

Equipment and Material Storage: During periods of construction inactivity, all construction materials and equipment shall be stored by the Contractor properly as not to disturb the public or as deemed necessary by NCDOT. The Contractor shall not disturb any traffic signal equipment without prior written approval from NCDOT and notification to UCPW.

Measurement: Traffic Control shall be measured as a unit price for each work order issued where traffic control is necessary.

Payment: Payment will be made under "Traffic Control". Only one traffic control payment shall be made per work order, if necessary, for proper completion and worker/public safety. UCPW must agree and approve the need for traffic control for payment.

Traffic Control.....EA

## 6.2 SELECT MATERIAL

Description: Work covered in this special provision consists of furnishing, placing, and compacting select material as directed.

It is anticipated that select material may be used as structural backfill to replace soil deemed unsuitable. The Contractor shall not remove soil from the Project without approval from UCPW. Select material shall not be used without prior UCPW consent.

Measurement: The cost to furnish, haul, place and compact select material that meets the requirements will be included in the lump sum price bid for "Select Material". Where select material is used, the quantity of select material to be measured and paid for will be the actual number of tons of select material, weighed in trucks on certified platform scales or other certified weighing devices that has been hauled to the job site and incorporated into the completed and accepted Project.

If the Contractor brings select material onto the Project for its own convenience, that material will not be measured or paid for as Select Material.

Payment: Select material, measured as provided above, will be paid for at the contract unit price per ton for "Select Material". Such payment will be full compensation for all work covered by this special provision, including but not limited to furnishing, hauling, placing and compacting select material.

Payment will be made under:

SELECT MATERIAL.....TN

### 6.3 MATERIAL DISPOSAL

No payment will be made for removal and disposal of excess material including but not limited to concrete sidewalks, driveways, curb and gutter, asphalt, traffic islands and parking areas, or any other paved or concrete structures. Material disposal shall be included in the repair cost.

UCPW strongly encourages the awarded contractor to recycle all appropriate materials, such as concrete, asphalt, stone, etc.

## 7 DETAILED SUBMITTAL REQUIREMENTS

### 7.1 PROPOSAL FORMAT

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each offeror is required to submit the proposal electronically by using the link listed in section 3.2 PROPOSAL SUBMISSION REQUIREMENTS. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

The successful offeror's proposal must include all responses to the requirements contained within this RFP and all appendices (if applicable) must be completed in their entirety.

By submitting a proposal, the successful offeror's firm agrees to all applicable provisions, terms and conditions associated with this RFP.

This RFP, the successful bidder's submitted proposal, all appendices and attachments (if applicable), and stated terms and conditions may become part of the resulting contract.

Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

The proposal should be organized into sections:

- **Section 1** – Cover Letter/Executive Summary
- **Section 2** – Table of Contents
- **Section 3** – Key Staff
- **Section 4** – References
- **Section 5** – Subcontracting
- **Section 6** – Financial Records
- **Section 7** – Cost Proposal
- **Section 8** – Required Signature Forms
  - Appendix A - Cost Form
  - Appendix B - Proposal Submission Form

- Appendix C - Addendum and Anti-Collusion Form
- Appendix D - Template Contract
- Appendix E - Vendor Payment Notification

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

Omissions and incomplete answers may be deemed unresponsive. Please initial any corrections

### **Section 1 – Cover Letter/Executive Summary**

- a. Name of company
- b. Name of representative submitting proposal
- c. Mailing address
- d. Telephone number
- e. Email address
- f. Date of submission

An executive Summary including the name, address, email address, and any other pertinent information about the firm. The summary must be signed by an individual authorized to contractually bind the firm and include an expression of the firm's ability and desire to meet the requirements of the request for proposal. Include a description of the firm's background, its organizational structure, length of time in business, and experience in providing the type of services solicited herein. The Executive Summary should not exceed two (2) pages.

Offeror's financial information must be available to Union County upon request.

Each Company shall make the following representation and warranty in the cover letter/executive summary, the falsity of which might result in rejection of its proposal: "The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts."

### **Section 2 – Key Staff**

- This should include a summary of the work/education experience of the company's key staff members. It should identify the specific employees assigned to provide the services solicited by this Request for Proposal. List the percentage of time your assigned staff/team member will dedicate to this project. At a minimum, this tab should include the following information for each staff/team member.
  - A. Name and title.
  - B. Office location and city of residence.
  - C. Project responsibilities and roles.
  - D. Educational background.
  - E. Professional registrations and memberships (if applicable).
  - F. Years of relevant experience.

### **Section 3 – References**

Provide contact information for five (5) of the offeror's customers including organization name and the contact's name, title, address, telephone number, and email address.

### **Section 4 – Subcontracting**

This section should identify any of the required services that you intend to subcontract, if any, providing the following information:

- A. Reason for subcontracting
- B. Proposed subcontractor responsibilities.
- C. Name of the subcontractor and location.

### **Section 7 – Cost Proposal**

Appendix A – Price Submission Form should be filled out completely and submitted as the cost proposal document.

### **Section 8 – Required Signature Forms**

Proposers should include signed copies of the following documents:

- Price Form, Appendix A
- Proposal Submission Form, Appendix B
- Addenda Receipt and Anti-Collusion, Appendix C

## **8 EVALUATION CRITERIA AND SELECTION PROCESS**

### **8.1 SELECTION PARTICIPANTS**

1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, please do not contact any members of Union County or its staff regarding the subject matter of this RFP until a selection has been made, other than the County's designated procurement contact person identified in the introduction to this RFP.
2. Representatives of Union County will read, review, and evaluate the RFP independently based on the evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected Offerors. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
3. The Owner will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will evaluate the RFPs independently in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected respondents (not required).
4. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the RFPs.

5. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the finalist vendor.

## 8.2 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the vendor that represents the best quality and value solution for the County.

In the evaluation and scoring/ranking of Offerors, the Owner will consider the information submitted in the RFP as well as the meetings (if applicable) with respect to the evaluation criteria set forth in the RFP.

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

RFP Criteria	Weights
Executive Summary/Company Background	30%
Key Staff & Subcontractors	35%
References	10%
Cost Proposal & Compliance with Information in RFP	25%

Vendors may be invited to give a demonstration of the capabilities of the proposed solution to the Union County evaluation team. The successful bidder's demonstration (if requested), along with questions and answers, will be a critical component of the overall vendor evaluation.

After identification of Short-Listed Offerors, the Owner may or may not decide to invite Short-Listed firms to vendor demonstration interviews. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

Interview Criteria	Weights
- Vendor Presentation - Company Background/Staff	60%
Cost and Relevance of Interview as it Relates to the Scope of the RFP	40%

### **8.3 AWARD PROCEDURE**

The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms. It is understood that any proposal submitted will become part of the public record.

A proposal may be rejected if it is incomplete. Union County may reject any or all proposals and may waive any immaterial deviation in a proposal.

The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiate.

## **9 GENERAL CONDITIONS AND REQUIREMENTS**

### **9.1 TERMS AND CONDITIONS**

The contract award may have an initial term of three (3) years, from the date of award with the County having the option to renew for two (2) years in one year increments, contingent upon funding by the Board of County Commissioners.

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.

Union County shall review the terms and conditions, and confirm performance under this contract has been satisfactory. However, the County reserves the right to terminate the contract or to allow the contract period to elapse.

The parties agree that the contract for services may be terminated by Union County upon providing 60 days written notice.

The Contractor will be required to execute the work in a continuous and uninterrupted manner upon issuance of a Notice to Proceed. All work will be subject to inspection by UCPW at any time.

All work assigned under this contract shall be completed within three (3) to seven (7) calendar days of assignment, unless otherwise approved by UCPW. If a contractor is unable to meet the completion date, UCPW reserves the right to utilize another contractor to complete this work.



## **9.2 CONTRACTUAL OBLIGATIONS**

The contents of this Proposal and the commitments set forth in the Proposal 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 Provider(s).

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

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

## **9.4 EXCEPTION TO THE RFP**

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 RFP. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. 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.

## **9.5 MODIFICATION OR WITHDRAWAL OF PROPOSAL**

Prior to the scheduled closing time for receiving proposals, any Offeror may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 180 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted.

## **9.6 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.

## **9.7 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.

## **9.8 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.

## **9.9 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.

## **9.10 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.

## **9.11 TRADE SECRETS**

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.

*----Intentionally Left Blank----*

## 9.12 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.

### **9.13 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.

**10 APPENDIX A - COST FORM**

**RFP 2021- 049, Concrete Restoration Services**

<b>A. Concrete Repair</b>	<b>Job Size</b>	<b>Unit</b>	<b>Price</b>
Concrete Repair: 4-inch Concrete (Class A) D/W & S/W	0-50 SF <sup>1</sup>	EA	
	51 – 400 SF	SF	
	401 – 800 SF	SF	
	Over 801 SF	SF	

<b>B. Concrete Repair</b>	<b>Job Size</b>	<b>Unit</b>	<b>Price</b>
Concrete Repair: 6-inch & deeper Concrete (Class A) D/W	0-50 SF <sup>1</sup>	EA	
	51 – 400 SF	SF	
	401 – 800 SF	SF	
	Over 801 SF	SF	

NOTE: (1) 0-50 SF jobs are priced at a flat rate to cover mobilization costs. All other job sizes will be billed at the job size rate times the number of actual square feet installed.

<b>C. Concrete Repair</b>	<b>Unit of Measure</b>	<b>Price</b>
2'-6" Concrete Curb & Gutter (Class B)	LF	

Complete pricing for each item listed in section B. Miscellaneous Items

**(Note: Award will not be based on section B.)**

<b>B. Miscellaneous Items</b>	<b>Unit of Measure</b>	<b>Price</b>
Traffic Control	EA	
Select Material	TN	
Contractor/Company Name		
Authorized Representative Name		
(Print and Signature)		
Address		
Phone Number		
Cell Number		
Email		

**A fully executed contract, the certificate of insurance, and W9 must be received prior to any work being done.**

**This Proposal is submitted by:**

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

Representative (printed): \_\_\_\_\_

Representative (**signed**): \_\_\_\_\_

*----Intentionally Left Blank----*



## 11 APPENDIX B – PROPOSAL SUBMISSION FORM

### RFP 2021- 049, Concrete Restoration Services

***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-proposal this project. Proposal is valid for 180 calendar days from the Proposal 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 C – ADDENDUM AND ANTI-COLLUSION FORM

### RFP 2021- 049, Concrete Restoration Services

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](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 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 APPRNDIX D – SAMPLE/TEMPLATE CONTRACT

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

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.

**14 APPENDIX E – VENDOR PAYMENT NOTIFICATION**

**RFP 2021- 049, Concrete Restoration Services**

***FOR INFORMATIONAL PURPOSES ONLY. DO NOT INCLUDE WITH BID.***

**----Intentionally Left Blank----**

**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