



Invitation for Bid #2021-041 Solid Waste Management Facility Scale Replacement

Due Date: January 21, 2021
Time: 2:00 PM EST
Receipt Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Non-Mandatory Pre-Proposal Conference and Site Visit. January 7th, 2021. For the time and location, Refer to page 3 for details.

Procurement Contact Person

Name: Corey Brooks
Title: Procurement Specialist
Telephone: (704) 283-283-3683
Email: corey.brooks@unioncountync.gov

Notice of Advertisement
Union County, North Carolina
Invitation for Bid# 2021-041
Solid Waste Management Facility Scale Replacement

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 **January 21, 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. This is a request to purchase and install two steel platform motor truck scales and associated electronic controls as described in this bid document.

*On **January 21, 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.

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

A Non-Mandatory Pre-Bid and Site Visit Meeting: This is a non-mandatory meeting that will take place on January 7, 2021 at 10:00am at Union County's Solid Waste Management Facility (SWMF) located at 2125 Austin Chaney Road, Wingate, NC.

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

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

Bidders 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.

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.

BID SUBMISSION

In accordance with Union County (the County) guidelines, bids specified will be received by Union County at the specified location listed in this IFB document, until the time and date cited. Only Bids received by the correct time shall be considered. Bids received after the due date and time will not be considered.

Mail or hand-deliver submission packets to:

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

Attention: Corey Brooks, Procurement Specialist

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

Non-Mandatory Pre-Bid and Site Visit Meeting: This is a non-mandatory meeting that will take place on January 7, 2021 at 10:00am at the Union County Solid Waste Management Facility (SWMF) located at 2125 Austin Chaney Road, Wingate, NC.

Questions: Submit all questions regarding this Invitation to Bid (IFB) to Corey Brooks, Procurement Specialist at corey.brooks@unioncountync.gov no later than January 11, 2021 at 4:00 pm, EST.

Addenda: 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 Vendor on the Bid Form.

Authorized Dealer Letter: A current (within six (6) months prior to the bid), authorized dealer letter certifying the ability to perform warranty service, promote, distribute, sale and offer technical assistance signed by an authorized representative must be submitted with the bid.

Union County reserves the right to reject any or all submittals, 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

SECTION 1 – INSTRUCTIONS

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.
2. **NON-MANDATORY PRE-BID & SITE VISIT MEETING:** A pre-bid meeting concerning this IFB may be held. If so, the date, time and location will be indicated on the cover of this IFB and/or in the body of IFB. Staff will be available at this meeting to answer questions about this IFB.
3. **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. **BID SUBMISSION:**
 - a) Bids must be enclosed in a sealed envelope, box, or package, **and clearly marked on the outside with the following: IFB Title, Bid Number, and the Bidder's company name, address, phone, email address, and contact name.**
 - b) All costs incurred in the preparation and presentation of the bid is the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the County.
5. **BIDDERS ACKNOWLEDMENT:**

The Bid will remain subject to acceptance for 90 days after the Bid Openings, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
6. **DUPLICATE BIDS:** No more than one (1) bid from any Bidder, including its subsidiaries, affiliated companies, and franchises 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.
7. **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 responsible Bidder. The bidder must complete, sign, and have notarized the form regarding Authorization to Submit Bids attached to this IFB.

8. 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.

10. BIDDERS RESPONSIBILITIES: The bidder must be capable, either as a firm or a team, of providing all goods or services as described under SECTION 2 – Specifications, 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. The successful Bidder must be an authorized dealer of the proposed scale and associated equipment. This manufacturer authorization must include required installation certifications and warranty work provisions.

Bidder References: The bidder must provide a minimum of three client references that includes the installation of a truck scale system of the same manufacturer and model at a Landfill or Transfer Station within their respective service area within the last two years. Union County has the right to contact these references to determine customer satisfaction of product, construction and maintenance of the proposed truck scales.

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

SECTION 2 – SPECIFICATIONS

Union County Truck Scales

Specifications

The attached specifications and requirements are drawn around furnishing and installing two steel platform truck scales (one inbound and one outbound) and associated electronic controls, which the County has evaluated and determined that the size, construction, design layout, special features and performance are necessary. All construction activities for installation for both scales must be performed when the SWMF is closed on Saturday and or Sunday and made available for use the following Monday. If time will not allow installation of both scale sets over one weekend, then one scale set can be installed in two consecutive weekend schedules. Bidders are requested to offer only equivalent comparable units, which will provide the features and performance needed and implied.

Note Because of the differences between manufacturers in the design, materials and construction methods, the County reserves the right to evaluate all bids/proposals and to vary from these specifications when in its opinion, such variances is in the County's best interest. This includes the approval of substitutions by the bidder for one item for another as being equal to specifications, performance and quality. The specifications and requirements described are to indicate certain features requested by the County and are in no way to be construed to be restrictive to eliminate any item or items which are necessary to provide a complete, safe and fully functional system.

Descriptive Literature

Complete descriptive literature, specifications and other pertinent data necessary for their evaluation must accompany all bids otherwise they may be subject to rejection.

Deviation

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

Specification Form

PLEASE CHECK “Comply” OR “Not Comply” FOR EACH ITEM BELOW. ITEMS CHECKED “Comply” MUST MEET SPECIFICATIONS EXACTLY. FOR ALL ITEMS CHECKED “Not Comply”, PLEASE CLEARLY NOTE DIFFERENCES IN THE AREA PROVIDED. THE COUNTY RESERVES THE RIGHT TO REVIEW ANY EXCEPTIONS AND DETERMINE THE POSSIBILITY OF THEIR ACCEPTABILITY. FAILURE TO NOTE EXCEPTIONS WILL CAUSE REJECTION OF SAID BID.

General

The purpose and intent of this specification is to describe, furnish and install two (2) steel platform truck scales and associated electronic controls for the Union County Solid Waste Division. The truck scales shall be the requested as new truck scales at the time of delivery. The truck scales shall conform to the minimum specifications listed below. All parts and attachments not specifically listed, but which are necessary to furnish and install a complete ready-to-work truck scale for each inbound and outbound location, shall be provided. All manufacturers’ standard equipment for each model quoted shall be provided. The truck scales must be delivered and installed to complete the Union County project.

Quantity

Two (2) steel platform Motor Truck Scale and associated electronic controls meeting the following minimum specifications shall be supplied.

General Provisions	Comply	Not Comply (List Difference/Alternative)
Furnish and install two steel platform truck scales and associated electronic controls.		
The scales shall be designed to fit the existing foundation at each location.		
The scales shall have a clear and unobstructed weighing surface of not less than 70 feet in length by 10 feet in width.		
The scales shall have a profile not to exceed 17-1/2 inches, which is measured from the top of the scale to the top of the foundation slab or pier at the load cell.		
The scales shall be of a fully digital load cell design.		
The scales shall be designed to perform as a single weighing platform and shall be of flat top design. Side rail support beams are not acceptable.		
The scales shall have a gross weighing capacity of 135 tons and shall have a concentrated load capacity of 50 tons.		
The scales shall be designed to accept vehicles that generate up to 100,000 pounds per tandem axle.		

The scales shall be designed to accept an average daily traffic volume of up to 250 vehicles per day, 365 days per year, for 20 years, assuming that 100% of the vehicles are fully loaded with the equivalent of 80,000 pounds on their dual tandem axle.		
The scales shall be calibrated 200,000 pounds by 20-pound increments.		
The load cell shall be constructed of stainless steel and the internal load cell electronics shall be completely encapsulated and filled with a potting compound in all voids to prevent moisture from entering the load cell causing premature failure.		
The cables shall be metal braided and run in continuous galvanized steel conduit.		
The scale's weighing-related electronics shall consist solely of load cells, load cell cables, and digital weight display. No other devices shall be permitted between the load cell and the digital weight display.		
The scales shall be NTEP certified and shall meet the requirements as set forth by the National Institute of Standards and Technology Handbook 44 current edition for class IIIIL devices. The scale manufacturer shall provide a NTEP Certificate of Conformance attesting to conformance with these standards. Provisional certification will not be accepted.		
The design and manufacture of the scales weighbridge, load cells, digital instrumentation and associated accessories shall be of one manufacturer to maximize compatibility and availability of components.		
SCALE FOUNDATION REQUIREMENTS:		
Existing Foundation will be used. Each scale shall be built to fit existing foundation. Foundation shall not be modified to accept new scale.		
No modifications will be needed.		
WEIGHBRIDGE SPECIFICATIONS:		
The scales weighbridge shall be capable of weighing trucks having a tandem axle weight of up to 100,000 pounds.		
The weighbridge shall consist of three prefabricated steel deck modules. The scale deck shall be checkered plate steel a minimum of 5/16-inch thick.		

The weighbridge shall be designed to allow access to load cell cables, base plates, and all foundation anchor bolts from the top of the scale platform.		
The weighbridge and load cell mounting assemblies shall be designed to allow installation or replacement of a load cell with only one additional inch of clearance required between the top of the foundation and the bottom of the weighbridge on pit-less installations.		
The load cell assembly shall be designed so that when you are at the scale weighbridge with a lifting jack, the load cell can be replaced in less than 5 minutes.		
There shall be no field welding required for the installation of the scale.		
All required load cells and load cell cables shall be furnished and factory pre-installed. (Load cell stands, load cells and cables will be installed in weighbridge and ship to job site this way)		
The weighbridge shall be constructed of 10-inch I-beams spanning the full length of the weighbridge with 4 rows of welded stiffeners.		
The bottom of the weighbridge shall be open to allow air to circulate. Designs of closed bottoms or sealed structural or other compartments shall not be permissible.		
The load cell mounting shall fit between the I-beams. Load cell mounting that causes one or more beams to be shorter or interrupted shall not be permissible. Load cell mountings and heads should not extend past the structural I-beams.		
The weighbridges shall connect to each other via connection blocks that span the width of the load cell mounting. Bolted or pin and saddle designs shall not be permissible.		
SURFACE PREPARATION AND FINISH:		
The structural steel is shot blasted to an SSPC-SP10 condition to remove rust and mill scale, then protected with a baked-on, heavy-duty polyester anticorrosion tan powder paint for the highest quality and durable finish.		
LOAD CELL SPECIFICATIONS:		

All load cells shall be of double-ended shear beam strain gauge design and shall have a minimum capacity of 75,000 pounds with a 150% of capacity overload rating.		
Load cells shall be bolted to weighbridge when installed to allow load cell, load cell cables and weighbridge to move as one entity. Scales should have load cells mounted to weighbridge.		
Load cells shall be certified by NTEP and shall meet the specifications as set forth by the National Institute of Standards and Technology Handbook 44 for Class III, multiple cells, 10,000 divisions. The manufacturer shall provide a NTEP Certificate of Conformance attesting to compliance with these requirements.		
Load cells shall be digital with an integral microprocessor and analog-to-digital conversion function located within the load cell housing.		
Load cells shall output only converted digital information without load correction for load position to the scale instrument. Analog output of signals from the load cell is not preferred due to susceptibility of signal interference.		
The load cell should not require a junction box to communicate between the load cell and scale instrument. No other devices should be necessary between the load cell and the digital weight display.		
The distance between the top of the concrete pier to the bottom of the resting load cell in its stand shall not be less than 4 inches to avoid debris accumulation and water build-up.		
No part of the load cell should extend below the scale deck.		
The load cell shall be constructed from stainless steel and shall be environmentally sealed to an IP69K rating.		
The load cell shall have a connector integral to its housing for connecting and disconnecting the load cell interface cable at the load cell.		
System shall be so designed as to permit a load cell cable to be replaced without either splicing the load cell cable or replacing the load cell, either of which will contribute to eventual system failure and unnecessary service costs.		

The load cell interface cable shall be metal braided for environmental and rodent protection. Neoprene covered load cell cable shall not be permitted.		
LOAD CELL JUNCTION BOX:		
Junction boxes should not be necessary in the scale, attached to the exterior of the scale, or remotely mounted from the scale. Sectional controllers with encapsulated PCBs should not be utilized due to the failure rates associated with PCBs that have wired connections made within enclosures which are not hermetically sealed.		
Load cell interface cable shall be metal braided for environmental and rodent protection.		
In order to minimize maintenance issues, only a single cable shall be used to transmit data or weight signals between the weighbridge and the digital weight display.		
GROUNDING SYSTEM:		
The grounding system shall employ a single-point ground in accordance with local regulations. The grounding system shall conform to the manufacturer's recommendations.		
WEIGHT INDICATOR:		
The scale shall be provided with a weight indicator that is compatible with the digital load cells.		
The weight indicator shall comply with the appropriate specifications for a Class III L 10,000 division weight indicator as specified by the National Institute of Standards and Technology Handbook 44 and shall have a NTEP Certificate of Conformance attesting to that compliance.		
The weight indicator shall be housed in a desktop stainless steel enclosure and shall include a LCD display visible in all levels of light including total darkness.		
The weight indicator shall be manufactured by the Weighbridge manufacturer.		
The weight indicator shall have an onboard Ethernet Connector.		

SCALE MONITORING SOFTWARE		
The weight indicator shall push load cell data out the onboard Ethernet connection to the Scale Manufacture web application used to monitor load cell activity and load cell output. This monitoring application should be used free of charge.		
The monitoring application shall send notifications to the installing scale company if the data received from the scale gets to be out of spec.		
The monitoring software shall allow the Dealer and Technician access to the real time data from the scale. The technician shall be able to log into the software to view this data.		
WARRANTY REQUIREMENTS:		
<p>The scale manufacturer shall warrant the scale assembly including the deck and components below the deck for a period of five years; the digital weight indicator, printer and peripheral devices shall be covered for a period of one year.</p> <p>The manufacturer or its local representative shall present a program of regular maintenance and calibration service. Inspection in said maintenance program shall occur a minimum of once every six months and shall comply with the guidelines set forth by the scale manufacturer, local regulations, and the current edition of the National Institute of Standards and Technology Handbook 44.</p>		

SECTION 3 – GENERAL CONDITIONS AND REQUIREMENTS

Award of Contract(s)

If the contract is to be awarded, it will be awarded to the lowest responsible, responsive bidder who provides the total lump sum price on the bid form for the specifications described in this bid document. The County shall have a period of 90 days after opening of bids in which to award the contract. A Purchase Order may serve as the contract for the purpose of this award. 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.

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.

Delivery Charges

FOB destination. The vendor to whom the contract is awarded shall be responsible for all delivery to the Union County Solid Waste Management Facility (SWMF) located at 2125 Austin Chaney Road, Wingate, NC.

Descriptive Literature

Complete descriptive literature, specifications and other pertinent data necessary for their evaluation must accompany all bids otherwise they may be subject to rejection.

Deviations

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

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.

Modification or Withdrawal of Bids

Bids may be withdrawn at any time prior to opening. All other withdrawals must be in accordance with the North Carolina General Statutes. Only written requests for the modification or correction of a previously submitted bid that are addressed in the same manner as bids and are received by the County prior to the closing time for receiving bids will be accepted. The bid will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked "IFB #2021-028, Solid Waste Management Facility Scale Replacement" Oral, telephone or fax modifications or corrections will not be recognized or considered.

Vendor Declaration

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

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.

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.

Bid Property of the County

All bids submitted in response to this document become the property of Union County. Supporting technical manuals shall be returned at the request of the vendor. Bid proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the County.

Response to the IFB

The vendor shall complete the enclosed Specification Form (Section II) and Bid Form (Section III). Vendor shall exclude from the bid amount applicable North Carolina sales tax.

Minority Business Outreach

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.

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.

E-VERIFY

Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Proposer during the term of the Contract to perform employment duties within North Carolina and all persons, including subcontractors, assigned by the Proposer to perform work pursuant to the contract with the County, as may be required by North Carolina statutes.

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.

The remainder of this page was intentionally left blank

SECTION 4 – 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.

A. WORKERS' COMPENSATION

(for any agreement unless otherwise waived by the Risk Manager)

Statutory limits (where contractor has three or more employees) 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.

SECTION 5 – 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.

****The remainder of this page was intentionally left blank****

SECTION 6 – Bid Form
IFB 2021-041
Solid Waste Management Facility Scale Replacement

Bidder will furnish and install two (2) Trucks Scales in accordance with the Specifications listed in this bid document for the Total Lump Sum price listed below: (2 x Unit Price = Total)

Description	Quantity	Unit Price for Each	Total
Furnish New Truck Scales (include installation and warranty)	2		
Total Lump Sum Price to furnish two (2) new Truck Scales (includes Installation and Warranty)			\$ _____

Total Lump Sum Bid Price in Words: _____

If there is a discrepancy between the unit price and the extended price, the unit price will prevail.

Estimated Delivery/Installation Date _____

Company Name: _____

Address _____

City/State/Zip: _____

Date _____

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:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Signature/Title of Person Authorized to Sign Print Name/Title of Authorized Person

Email _____

Federal Tax ID#: _____

IFB 2021-041
Solid Waste Management Facility Scale Replacement
Attachment A
Addenda Receipt and Anti-Collusion Affidavit Form

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 and www.ips.state.nc.us. It is your responsibility to check these sites for this information.

ADDENDUM #:

**DATE ADDENDUM
DOWNLOADED**

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

(Please Print Name)

Date

Authorized Signature

Title

E-Mail Address

Company Name

Attachment B – TEMPLATE CONTRACT
IFB 2021-041 Solid Waste Management Facility Scale Replacement

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

STATE OF NORTH CAROLINA

SAMPLE AGREEMENT

COUNTY OF UNION

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

W I T N E S S E T H:

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

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

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

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

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

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

3. **DELIVERY SCHEDULE.** Contractor shall ship requested Goods described in Section 1 herein FOB destination, and delivery of such Goods shall be _____ of the date the Goods are requested by Union.

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

5. **OWNERSHIP OF DOCUMENTS.** All deliverables and any other contract documents

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

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

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

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

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

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

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

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

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

14. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement

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

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

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

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

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

19. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union County to terminate this Agreement, without penalty, upon notice to Contractor.

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

ATTEST:

UNION COUNTY

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

BY: _____
William Mark Watson, County Manager

ATTEST:

BY: _____

Approved as to Legal

Attachment C – VENDOR PAYMENT LETTER
IFB 2021 Solid Waste Management Facility Scale Replacement

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

ATTENTION: ACCOUNTS PAYABLE VENDORS

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

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

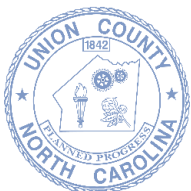
The second method is an Electronic Funds Transfer. (EFT) This means that you will receive payment of invoices due directly into your bank account. With this method, you will get an email confirmation giving you the date, invoice numbers, and total amount paid. Your payment will be available to you on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

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

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

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

Thank you in advance for your participation.



Please return this completed form and supporting documents to:



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

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

Email: ap@unioncountync.gov

Authorization for payment via Electronic Funds Transfer (EFT)

Initial Enrollment

Change Information

Today's Date _____

Company Name _____

Street Address _____

City, State, Zip _____

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

Bank Name _____

Address _____

City, State, Zip _____

Routing/ABA # _____ Bank Acct No. _____

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

Name & Title _____

Email Address _____

Phone Number _____

Officer Name & Title _____

Phone Number _____

Signature: _____

FOR ACCOUNT VERIFICATION, PLEASE ATTACH A VOIDED CHECK.

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

Print Form