



Invitation for Bid No. 2022-035 Solid Waste Transfer Station Scale Replacement

Due Date: February 8, 2022
Time: 2:00 PM Local Time
Submittal 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 19th, 2022. For the time and location, Refer to page 4 for details.

Procurement Contact:

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

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2 NOTICE OF ADVERTISEMENT

Union County, North Carolina
IFB No. 2022-035
Solid Waste Transfer Station Scale Replacement

Sealed bids for the Solid Waste Transfer Station Scale Replacement will be received by mail or hand delivery to Union County's Procurement Department until **2:00 PM** (local time) on **February 8, 2022** 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 one steel platform motor truck scale and associated electronic controls as described in this bid document.

*On **February 8, 2022** 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 19, 2022 at 2:00pm 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 Website 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 (Bid by Departments, search County of Union).

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page (corey.brooks@unioncountync.gov). Deadline for questions is **January 21, 2022 at 5:00 PM** local time.

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.

3 BID SUBMISSION

3.1 BID SUBMISSION DEADLINE

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 shall be sealed and labeled on the outside envelope "IFB 2022-035 Solid Waste Transfer Station Scale Replacement". IFB's are to be received by the Union County, Procurement Department by 2:00 PM EST on February 8, 2022. **Any bids received after this due date and time shall not be considered.**

3.2 BID DELIVERY REQUIREMENTS

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

[Name of Contractor Submitting Bid]
IFB No. 2022-035
Solid Waste Transfer Station Scale Replacement
Attention: Corey Brooks

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

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.

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

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

3.3 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.

3.4 BID QUESTIONS

Bid questions will be due on or before **January 21, 2022 at 5:00 PM** local time. The primary purpose of this is to provide participating Contractors with the opportunity to ask questions, in writing, related to the IFB.

Submit questions by email to Corey Brooks at corey.brooks@unioncountync.gov by the deadline shown above. (Do not send question in a graph or Excel sheet format.) The email subject line should be identified as follow: IFB 2022-035 Solid Waste Transfer Station Scale Replacement Questions. All questions and answers may be posted as addenda on www.unioncountync.gov and www.ips.state.nc.us.

3.5 BID ADDENDUM

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

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

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

4 INSTRUCTIONS

4.1 COMMUNICATIONS

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

4.2 NON-MANDATORY PRE-BID & SITE VISIT

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.

4.3 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.

4.4 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.

4.5 BIDDERS ACKNOWLEDMENT

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

4.6 DUPLICATE BIDS

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

4.7 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 responsive, responsible Bidder.

4.8 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-responsive or nonresponsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (b) with the approval of the awarding authority for good cause shown by the contractor. The terms, conditions, and requirements of each contract between Contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the Contract between Contractor and Owner. Failure to include this list of subcontractors may cause a Bid to be rejected as nonresponsive by Owner.

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

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

4.9 BIDDERS RESPONSIBILITIES

The bidder must be capable, either as a firm or a team, of providing all goods or services as described under SECTION 6 – 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.

5 PURPOSE

5.1 INTRODUCTION

Union County, North Carolina, through Solid Waste, is soliciting bids from qualified firms for the purchase and installation of one (1) steel platform truck scale and associated electronic controls for the Union County Solid Waste Division.

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

6 SPECIFICATIONS

6.1 SCOPE

Union County is soliciting bids for the purchase and installation of one (1) steel platform truck scale and associated electronic controls for the Union County Solid Waste Division. The attached specifications and requirements are drawn around furnishing and installing one steel platform truck scale (one inbound) 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 the scale must be performed when the SWMF is closed on Saturday and or Sunday and made available for use the following Monday. The old scale must be transported to the old equipment yard located at the rear of the Solid Waste Management Facility (SWMF) behind the active C&D Landfill. During the on-site Pre-bid meeting, this used equipment yard will be identified for all interested parties for proposed considerations. 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.

6.1.1 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.

6.1.2 PRODUCT SPECIFICATIONS

Scope Product literature should be limited to technical data/specification documents. Please do not include any sales or marketing brochures.

6.2 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.

SPECIFICATION FORM MUST BE SUBMITTED TO THE COUNTY BY THE QUESTION DEADLINE DATE (JANUARY 21, 2022) FOR REVIEW OF ANY NOT COMPLY ITEMS.

6.2.1 GENERAL

The purpose and intent of this specification is to describe, furnish and install one (1) steel platform truck scale and associated electronic controls for the Union County Solid Waste Division. The truck scale shall be the requested as a new truck scale at the time of delivery. The truck scale 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 the inbound transfer station location, shall be provided. All manufacturers' standard equipment for each model quoted shall be provided. The truck scale must be delivered and installed to complete the Union County project.

6.2.2 QUANTITY

One (1) steel platform Motor Truck Scale and associated electronic controls meeting the following minimum specifications shall be supplied.

SPECIFICATION FORM

General Provisions	Comply	Not Comply (List Difference/Alternative)
Furnish and install one steel platform truck scale and associated electronic controls.		
The scale shall be designed to fit the existing foundation at the transfer station truck bay area.		
The scale shall have a clear and unobstructed weighing surface of not less than 70 feet in length by 10 feet in width.		
The scale 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 scale shall be of a fully digital load cell design.		
The scale 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 scale shall have a gross weighing capacity of 135 tons and shall have a concentrated load capacity of 50 tons.		
The scale shall be designed to accept vehicles that generate up to 100,000 pounds per tandem axle.		

The scale 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 scale 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 scale 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 scale 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. The 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 scale 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. The scale 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 L, 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 large Transfer Station style weight indicator that is compatible with the digital load cells.		
The weight indicator shall comply with the appropriate specifications for a Class IIIIL 10,000 division weight indicator as specified by the National Institute of Standards and Technology Handbook44 and shall have a NTEP Certificate of Conformance attesting to that compliance.		

The large Transfer Station weight indicator shall be housed in a stainless steel enclosure and shall include a LCD display visible in all levels of light including total darkness. This weight indicator will need to be installed such that the loader operator can monitor the trucks weight during loading.		
The large 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:		
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. 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.		

6.3 NOT COMPLY ITEMS (DEVIATIONS)

Any items that do not comply with the general provisions provided in the specification form must be clearly pointed out by bidder and submitted for review by the question deadline (January 21, 2022) listed in section 6.2. Otherwise it will be considered that products offered will be in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. Items that do not comply must be explained in detail in the "Not Comply" column of the specification form that can be found in section 6.2. However, no implication is made by Union County that items that do not comply with the general provisions provided on the specification form 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.

6.4 DELIVERY AND CHARGES

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

6.5 DELIVERY LOCATION

Deliveries shall be FOB Destination to the address shown below:

Union County Landfill
2125 Austin Chaney Road
Wingate, NC 28174

7 EVALUATION OF BIDS AND AWARD PROCEDURES

7.1 BID INFORMATION

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

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

7.2 BID FORMAT

Bids must include the following:

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

7.3 TERMS OF SUBMISSION

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

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

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

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

7.4 EVALUATION OF BIDS

Qualified bids will be evaluated to determine the **lowest responsive, responsible bidder**, taking into consideration quality, performance, and the time specified in the bid for performance of the contract. Consideration of such factors as: price offered; quality of item offered; general reputation and performance capabilities of offeror; substantial

conformity with specifications/other conditions set forth in the bid; suitability of articles for the intended use; related services needed; date of delivery and performance; and such other factors deemed by the County to be pertinent will be used in determining responsiveness and responsibility.

7.5 AWARD PROCEDURES & TERM

The Contract shall have an initial term of one year (“Initial Term”), beginning on the effective date of the Contract. Prior to the end of the Initial Term or a first or second Renewal Term (as defined herein), the County shall have the option, in its sole discretion and pending budget approval to renew the Contract on the same terms and conditions as the Initial Term (subject to Section 8.6 below), for four additional one-year terms (each a “Renewal Term”). Thus, this allows for the possibility of up to four (4) total Renewal Terms.

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

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

7.6 COST ADJUSTMENTS (IF APPLICABLE)

The Unit Pricing for the Initial Term shall be based upon the response to this solicitation. However, the Unit Pricing for any Renewal Term may be adjusted at the beginning of such Renewal Term by multiplying the Unit Pricing effective in the previous term by the quotient of the All Urban Consumers Price Index (CPI-U) (South Region), Others Goods and Services, with the Index Period of 2020-2024 as published by the Bureau of Labor Statistics, United States Department of Labor, in effect ninety (90) days prior to the commencement date of the new Renewal Term divided by such CPI in effect for the same month one (1) year prior to such date. However, any Unit Pricing increase pursuant to the previous sentence shall be capped at a five percent (5%) increase from one term to the next. Any such Unit Pricing adjustment for a Renewal Term must be requested by the Vendor or County within thirty (30) days from the date of the County’s notice of its exercise of an option to renew the Contract for a Renewal Term.

7.7 APPLICATION OF NORTH CAROLINA GENERAL STATUTES

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

8 GENERAL CONDITIONS AND REQUIREMENTS

8.1 MINIMUM REQUIREMENTS FOR BIDDERS

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

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

8.2 TERMS AND CONDITIONS

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

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

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

8.3 IFB EXPENSES

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

8.4 CERTIFICATION

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

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

8.5 FINANCIAL INFORMATION

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

1. Annual audited financial reports for the past five (5) fiscal years;
2. Credit reports, credit bulletins, bank and vendor references, and any other

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

8.6 CONTRACTUAL OBLIGATIONS

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

8.7 COMPLIANCE WITH LAWS

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

8.8 SUB-CONTRACTOR/PARTNER DISCLOSURE

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

8.9 MODIFICATION OR WITHDRAWAL OF BID

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

8.10 CONTRACT COMMENCEMENT

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

8.11 DISPUTES

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

8.12 EQUAL EMPLOYMENT OPPORTUNITY

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

8.13 MINORITY AND SMALL BUSINESS PARTICIPATION PLAN

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

8.14 LICENSES

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

8.15 E-VERIFY

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

8.16 DRUG-FREE WORKPLACE

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

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Firm in

accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

8.17 INSURANCE

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

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

A. WORKERS' COMPENSATION

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

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

B. COMMERCIAL GENERAL LIABILITY

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

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000	Combined Single Limit - Any Auto
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D. PROFESSIONAL LIABILITY

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

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

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

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

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

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:
- Department: _____
Contract #: _____
- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:

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

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

8.18 INDEMNIFICATION

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

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

9 APPENDIX A –PRICE FORM

**IFB No. 2022-035
Solid Waste Transfer Station Scale Replacement**

SUBMIT WITH BID

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

Bidder will furnish and install one (1) Truck Scale in accordance with the Specifications listed in this bid document for the Total Lump Sum price listed below: (1 x Unit Price = Total)

Description	Quantity	Unit Price for Each	Total
Furnish New Truck Scale (include installation and warranty)	1		
Total Lump Sum Price to furnish one (1) new Truck Scale (includes Installation and Warranty)			\$ _____

Total Lump Sum Bid Price in Words: _____

NOTE: The Specification Form MUST be turned in with the signed price form.

Estimated Delivery/Installation Date _____

Company Name: _____

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 _____

End of Price Form

10 APPENDIX B – BID SUBMISSION FORM

**IFB No. 2022-035
Solid Waste Transfer Station Scale Replacement**

SUBMIT WITH BID

This Bid is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

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

Name: _____

Title: _____

Signature: _____

Date: _____

11 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

IFB No. 2022-035 Solid Waste Transfer Station Scale Replacement

SUBMIT WITH BID

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

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

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

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

12 APPENDIX D – VENDOR PAYMENT LETTER

IFB No. 2022-035
Solid Waste Transfer Station Scale Replacement

Do Not Submit with Bid

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

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

13 APPENDIX E – TEMPLATE AGREEMENT

IFB No. 2022-035
Solid Waste Transfer Station Scale Replacement

Do Not Submit with Bid

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

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."

W I T N E S S E T H

WHEREAS, Contractor is a supplier of certain [describe goods here (ex: Type K copper tube for potable water)], hereinafter referred to as "Goods;" and

WHEREAS, Union desires to purchase such Goods from Contractor on an as-needed basis; 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 the attached Specifications [or, if the full IFB (or RFP) is to be attached, state the IFB # and IFB title]. 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. Union does not guarantee the purchase of any minimum amount of Goods pursuant to this Agreement.

2. **FEE AND PAYMENT SCHEDULE.** Union shall pay Contractor for purchase of the Goods in accordance with the attached ["Appendix A – Pricing Form" (or whatever title was used on the pricing form in the solicitation)]. 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 Department. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

[Include this paragraph only if Union agrees to such potential increase over time, or if this provision is included in the IFB.] If the Agreement is renewed for additional terms in accordance with Section 4 herein, at the beginning of each renewal term, Contractor may adjust the prices listed in [Appendix A] based on the Consumer Price Index agreed upon by both Contractor and Union, limited to the amount of the CPI increase over the previous year.

3. DELIVERY SCHEDULE. Contractor shall ship requested Goods described in Section 1 herein FOB destination, Freight Prepaid, and delivery of such Goods shall be within [length of time, as listed in the IFB] of the date Contractor receives Union's order.

4. 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 following sentence is to be used only if renewals might be needed or desired, and then only if the IFB or RFP lists the possible number of renewals. If the contract is just for a single term, this sentence may be deleted.] 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 IFB or 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, with or 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. INSURANCE. The attached Exhibit A, Insurance Requirements, is incorporated herein by reference.

7. 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 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 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 hereunto set their hands and seals, and have caused this Agreement to be duly executed, this the day and year first above written.

WITNESS:

UNION COUNTY

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

BY: _____(SEAL)
William M. Watson, County Manager

WITNESS:

[Contractor Full Legal Name]

BY: _____

BY: _____(SEAL)

Approved as to Legal Form _____

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

Exhibit A
Insurance Requirements

I. 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.

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**
Covering all 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**

\$1,000,000	Combined Single Limit - Any Auto
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D. **PROFESSIONAL LIABILITY**

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. **POLLUTION LIABILITY INSURANCE**

\$1,000,000	Claims Made
-------------	-------------

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

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

\$1,000,000 Claims Made
\$3,000,000 Aggregate Limit

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

II. 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 RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

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, Suite #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.