



## Request for Proposals No. 2022-081 Irrigation System Evaluation Services

**Due Date:** August 11, 2022  
**Time:** 11:00 AM EDT  
**Receipt Location:** Union County Government Center  
Procurement Department  
500 N. Main Street, Suite 709  
Monroe, NC 28112

### **Non-Mandatory, Pre-Proposal Conference ([Submittal Assistance available](#))**

**Date:** July 21, 2022  
**Time:** 10:00 AM EDT  
**Location:** Union County Government Center  
500 N Main St suite 212  
Monroe, NC 28112  
Virtual link is provided in section  
2.3 of the RFP

### **Procurement Contact:**

Erick Perjuste  
Procurement Specialist  
704.283.3658  
Erick.Perjuste@unioncountync.gov

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## 1 NOTICE OF ADVERTISEMENT

### Union County, North Carolina Request for Proposals No. 2022-081 Irrigation System Evaluation Services

Electronic proposals will be received by the Union County Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **11:00 AM EDT on August 11, 2022**. Late proposals will not be accepted.

Union County, North Carolina, through its Union County Water Department, is soliciting proposals from experienced and qualified firms to provide Irrigation system evaluation services in accordance with the specifications outlined in this Request for Proposals (RFP).

A Virtual Non-Mandatory Pre-Proposal Conference will be held on Thursday, July 21, 2022 beginning at 10:00 AM EDT. You can join the meeting from your computer, tablet, smartphone, or in person at the Union County Government Center, 500 N. Main St. Suite 212, Monroe, NC. Procurement staff will be present to go over the following topics and the department will provide an overview of the project.

- Bid details requirement
- Bid Question/ Addendum
- Bid submittal format
- Evaluation criteria and selection process

Copies of the solicitation may be obtained from the locations listed below:

1. Download the Proposal Documents from the Union County website:  
<https://www.unioncountync.gov/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina IPS website:  
[www.ips.state.nc.us](http://www.ips.state.nc.us) (Bid by Departments, search County of Union)

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement contact person listed on the cover page ([Erick.Perjuste@unioncountync.gov](mailto:Erick.Perjuste@unioncountync.gov)) no later than **July 28, 2022 at 5:00 PM EDT**.

Union County reserves the right to reject any or all proposals, 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 process.

Union County reserves the right to award to multiple vendors. Offerors are required to comply with the non-collusion requirements set forth in the Solicitation Documents.

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

## 2 PROPOSAL DETAILS

### 2.1 PROPOSAL SUBMISSION DEADLINE

All Proposals are to be received by the Union County Procurement Department no later than **11:00 AM EDT on August 11, 2022** per the instructions below. Any proposals received after this date and time shall be rejected without exception.

### 2.2 SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <https://lfportal.unioncountync.gov/Forms/procurementsubmit>. Select the Solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your Proposal (1 complete document) and select submit. The maximum size is 20 MB. An email response will be sent to the address entered on the form as your confirmation of receipt.

The proposal package **must be signed** by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

#### **Paper submissions will not be accepted.**

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

Union County reserves the right to:

- Reject any or all proposals;
- To waive technicalities;
- To make such selection deemed in its best interest;
- Cancel this solicitation;
- Award to multiple vendors.

### 2.3 NON-MANDATORY, PRE-PROPOSAL CONFERENCE

A virtual Non-Mandatory Pre-proposal Conference will be held on **Thursday, July 21, 2022 beginning at 10:00 AM EDT**. Representatives from Union County Water Department will be on-hand to give a brief overview of the project. Although attendance at this meeting is not mandatory, it is strongly encouraged. **Procurement staff will be present to go over the submittal process which includes but is not limited to:**

- Bid details requirement
- Bid Question/ Addendum
- Bid submittal format
- Evaluation criteria and selection process

The virtual meeting will be live-streamed via Goto Meetings. You can join the meeting from your computer, tablet or smartphone. You can also join in person at the Union County Government Center, 500 N. Main St. suite 212, Monroe, NC.

<https://meet.goto.com/537058685>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (872) 240-3212

- One-touch: tel:+18722403212,,537058685#

Access Code: 537-058-685

Get the app now and be ready when your first meeting starts: <https://meet.goto.com/install>

## 2.4 PROPOSAL QUESTIONS

Proposal questions will be due on or before **July 28, 2022 at 5:00 PM EDT**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by e-mail to **Erick Perjuste** at [Erick.Perjuste@unioncountync.gov](mailto:Erick.Perjuste@unioncountync.gov) by the deadline shown above. **The email subject line should identify the proposal number and project title.** All questions and answers may be posted as addenda on [www.unioncountync.gov](http://www.unioncountync.gov) and [www.ips.state.nc.us](http://www.ips.state.nc.us).

## 2.5 PROPOSAL ADDENDUM

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

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

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

## 2.6 COMMUNICATION

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

### 3 INTRODUCTION

#### 3.1 COUNTY

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

#### 3.2 PURPOSE

Union County, North Carolina, (County), through The Union County Water Department is seeking qualified contractors to provide residential landscape irrigation evaluations to water customers of Union County. The selected Firm must be a licensed Irrigation Contractor and proven in their specialty to provide site-specific recommendations and customer education on outdoor water conservation.

### 4 SCOPE OF WORK

Union County's water conservation goals are measured by:

- Reducing water loss,
- Reducing residential water use, and
- Reducing peak day to average day water demand.

Residential landscape irrigation evaluations, when conducted according to industry best management practices, are expected to address all three goals by identifying breaks and leaks in customer irrigation systems and optimizing customer irrigation system performance.

The County has an estimated 48,000 residential water customers and anticipates requests for about 40 irrigation evaluations annually. Union County does not guarantee this number of evaluations per year. These numbers are for estimating purposes only and the County shall not be obligated by these estimates. The County reserve the right to increase or decrease evaluation request.

#### 4.1 IRRIGATION EVALUATIONS

Selected contractor will be responsible for conducting residential landscape irrigation evaluations under the following terms:

- 1) Union County will notify the contractor when a customer has requested an evaluation. The contractor will schedule appointments for evaluations by using customer contact information provided by the County. Contractor must have scheduling flexibility to coordinate evaluations outside of normal business hours (Monday thru Friday, 8:00 AM to 5:00 PM).
- 2) Irrigation evaluations will address, at a minimum:
  - a. Proper system configuration (presence of backflow prevention, automatic shutoff, and rain sensing devices; operating pressure; sprinkler head types,

- alignment, and spacing; controller type; and irrigation zone timing and frequency);
  - b. Broken, damaged, or leaking water lines and irrigation heads;
  - c. Landscape or overgrowth interference with irrigation system;
  - d. Requirements for turf and plant beds.
- 3) The contractor will provide an irrigation evaluation report to the customer and an electronic copy to Union County within two weeks after completing each requested evaluation. This report will contain at a minimum:
- a. Date, time, and address of completed evaluation
  - b. Description of existing irrigation system
  - c. Existing system usage, as gallons per irrigation cycle
  - d. Recommendation(s) to improve system efficiency broken down by:
    - i. Irrigation zone changes, including timing or frequency changes
    - ii. System components to be added, upgraded or replaced, including proposed manufacturer(s), model numbers, and costs
    - iii. Landscape modifications to encourage water savings
  - e. Estimated water usage after implementing recommendation(s), as gallons per irrigation cycle
  - f. Percentage change in water usage after implementing recommendations.
- 4) The Contractor shall provide a primary contact with a minimum two years supervisory and management experience who will:
- a. Direct and manage irrigation evaluation staff
  - b. Ensure work is done in a timely, courteous, and professional manner
  - c. Ensure that all reporting is provided as required
  - d. Serve as program representative to respond to County questions and requests
    - i. Be generally available by phone between 8:00 a.m. and 5:00 p.m. Monday through Friday and, when required, for meetings with County staff

#### **4.2 EDUCATIONAL OUTREACH**

The contractor may be asked to provide consultation services upon request. Such requests may include participation at education outreach events, to be determined at the County's discretion. Payment will be provided at an hourly rate for participation in education outreach events, to include time at the event as well as potential preparation and travel time associated with the event.

#### **4.3 GENERAL ASSIGNMENTS**

Work requested by the property owner, which is not part of the approved assignments or specifications or generally covered under this scope, must be contracted between the property owner and the Contractor. Any additional work by the Contractor for the property owner shall not begin until all of Union County's work has been completed and accepted.



Union County will not be responsible for payments of any additional work performed by the contractor on the property owner's behalf.

#### **4.4 CONTRACTOR'S REQUIREMENT**

- 1) Contractor must have been in business at least one year performing similar work.
- 2) Contractor shall be a licensed irrigation contractor in the state of North Carolina; have employees conducting evaluations be trained as a Master Gardener; or provide evidence of similar level of competency in horticulture, to be verified and at the County's option.
- 3) Contractor employee(s) conducting evaluations shall have working knowledge of water conservation irrigation equipment and methods (e.g. micro-irrigation).
- 4) Contractor must perform background checks on their employees that meet the approval of the Union county water department.

## **5 DETAILED PROPOSAL REQUIREMENTS AND INSTRUCTIONS**

### **5.1 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.

## 5.2 DUPLICATE PROPOSALS

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

## 5.3 PROPOSAL FORMAT

**The County desires all responses to be identical in format in order to facilitate comparison.** While the County's format may represent a departure from the vendor's preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit electronically – Refer to page 4, 2.2. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed Offeror's capabilities to satisfy the requirements of the RFP.

The County may award a contract based on initial offers received without discussion of such offers. A proposer's initial offer should, therefore, be based on the most favorable terms available. The County reserves the right to contact proposers regarding cost and scope clarification at any time throughout the selection process.

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

By submitting a proposal, the successful Offeror agrees to all applicable provisions, terms and conditions associated with this RFP. This solicitation, the successful Offeror's submitted proposal, all appendices and attachments (if applicable), and stated terms and conditions may become part of the resulting contract.

**The total length of the proposal should be no more than 20 pages. All required forms are exempt from the page limit and must be submitted under the section identified below. Links will not be accepted to access proposal information or to any required documents. Do not divide the proposal in separate sections. Only one (1) complete proposal should be electronically submitted. The maximum document upload size is 20 MB. Contact the project contact, [Erick.Perjuste@unioncountync.gov](mailto:Erick.Perjuste@unioncountync.gov) with any questions.**

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

Omissions and incomplete answers may be deemed unresponsive.

**The proposal should be organized and identified by section as follows:**

- **Section A** – Cover Letter
- **Section B** – Company Background and Experience
- **Section C** – Approach, and Implementation Plan
- **Section D** - Staffing
- **Section E** – References
- **Section F** – Price Form
  - Appendix A – Price Form (completed); submit with proposal
- **Section G** – Required Forms
  - Appendix B – Proposal Submission (signed)
  - Appendix C - Addenda Receipt and Anti-Collusion (signed)

Please provide the following information in the sequence of the following major headings described below.

**5.3.1 SECTION A: COVER LETTER**

The cover letter shall briefly introduce your Company, as well as provide the following information about your company. Respond to each item and provide supporting documentation and/or exhibits as requested or desired.

1. Legal Company Name and DBA (if applicable)  
Address  
Telephone Number  
Website Address  
Name of Single Point of Contact  
Title  
Telephone Number  
Email Address
2. Name of Person with Authority to sign on behalf of the company  
Title  
Address  
Telephone Number  
Email Address
3. Specify that the proposal price will be valid for a period of 120 days.

**5.3.2 SECTION B – COMPANY BACKGROUND AND EXPERIENCE**

This section provides each vendor with the opportunity of demonstrating how its organization different from other companies.

Provide the following:

1. Provide current and relevant past performance in Irrigation system evaluation Services with a minimum of one (1) year of experience regarding the attached scope of work.

2. Number of years in business under the current name, structure and services offered.
3. Resources available to meet County service requirements.
4. Does your company have any pending lawsuits that may affect its ability to provide services?

#### 5.3.3 SECTION C – APPROACH, AND IMPLEMENTATION PLAN

Provide a detailed description of the approach and method to be used to provide the services described in Section 4, Scope of Work to Union County including, but not limited to the following:

1. A detailed plan to satisfy the requirements of this RFP.
2. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the County.
3. Detailed description of specific tasks you will require from County staff.

#### 5.3.4 SECTION D – STAFFING

1. Provide brief description of staff who will be associated with this project and indicate the functions that each will perform. Include copies of certifications and/or licenses.
2. Provide detail information that contractor is a licensed irrigation contractor in the state of North Carolina; employees conducting evaluations are trained as a Master Gardener; or provide evidence of similar level of competency in horticulture.

#### 5.3.5 SECTION E – REFERENCES

Provide three (3) references for projects similar to this RFP and include the following:

- Company Name
- Contact Name and Title
- Address
- Phone Number
- Email Address

#### 5.3.6 SECTION F – PRICE FORM

Complete Appendix A – Price Form, and submit with proposal.

#### 5.3.7 SECTION G – REQUIRED FORMS

Offerors must include signed copies of the following documents:

- Appendix B – Proposal Submission (signed)
- Appendix C – Addenda Receipt and Anti-Collusion (signed)

## 6 EVALUATION CRITERIA AND SELECTION PROCESS

### 6.1 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, do not contact any members of Union County or any member of the Union County staff regarding the subject matter of this RFP until a selection is made, other than the County’s designated contact person identified in the introduction to this RFP. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
2. The County will establish an RFP Evaluation Team to review and evaluate the proposals. The RFP Evaluation Team will evaluate the proposals independently in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected respondents.
3. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the Proposals.
4. The County reserves the right to determine the suitability of proposals on the basis of meeting scope and Proposal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the ranked firm.

## 6.2 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the Firm that represents the best solution for the County.

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

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

## 6.3 EVALUATION AND RANKING OF FIRMS

In the evaluation and ranking of Firms, the Owner will consider the information submitted in the proposal as well as the meetings with the respect to the evaluation criteria set forth in the RFP.

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

RFP Evaluation Criteria	Weights
Company Background and Project Experience	35%
Approach, Implementation Plan, and Staffing	55%

Cost Proposal & Compliance with Submittal Requirements	10%
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After identification of Short-Listed Firms, the Owner may or may not decide to invite Short-Listed firms for demonstrations/interviews of the capabilities of the proposed solution to the Union County evaluation team. If interviews are scheduled with the Short-Listed Firms, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Firm, the interview criteria will be given the following relative weights:

RFP Interview Criteria	Weights
Approach, Implementation Plan, and Staffing	65%
Experience and Relevance of Interview as it Relates to the Scope of the RFP	35%

Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Offerors will be notified in advance of the time and format of such meetings.

#### 6.4 AWARD PROCEDURE

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion.

The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms.

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

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

The County reserves the right to terminate negotiations at any time and for any reason. The County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous proposal.

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

#### 6.5 CONFLICT CERTIFICATION

The Offeror must certify that it does not have any actual or potential conflicts of interest with, or adversarial litigation against the County or any of its officers or employees. During the course of the contractual relationship formed pursuant to this solicitation, any such conflict of interest, whether newly arising or newly discovered, must be disclosed to the County in writing.

## **7 GENERAL CONDITIONS AND REQUIREMENTS**

### **7.1 TERM AND CONDITIONS**

The contract award will have an initial term of one (1) year with a four (4) one-year renewal option at the County's discretion, pending annual budget approval.

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.

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.

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

### **7.2 CONTRACTUAL OBLIGATIONS**

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

### **7.3 EXPENSE OF FIRM**

The Owner accepts no liability for the cost and expenses incurred by firms in responding to this Procurement. Each Firm that enters into the Procurement process shall prepare the required materials and proposal at its own expense and with the express understanding that the Firm cannot make any claims whatsoever for reimbursement from the Owner for the costs and expenses associated with the process, even in the event the Owner cancels this Project or rejects all Proposals.

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

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

### **7.5 EXCEPTION TO THE PROPOSAL**

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

## **7.6 MODIFICATION OR WITHDRAWAL OF PROPOSAL**

Prior to the scheduled closing time for receiving proposals, any Vendor may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 120 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted. The proposal 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 Proposal” – with solicitation number and name on the front of the envelope. Oral, telephone, or fax modifications or corrections will not be recognized or considered.

## **7.7 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. Firm shall ensure that while performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

## **7.8 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)**

It is the policy of Union County that Minority Businesses (MBEs), Women businesses (WBEs), 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.

## **7.9 EQUAL EMPLOYMENT OPPORTUNITY**

All Firm 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. All Proposals submitted in response to this request shall become the property of Union



County and as such, may be subject to public review. All payroll taxes, liability and worker's compensation are the sole responsibility of the Firm. The Firm understands that an employer/employee relationship does not exist under this contract.

## 7.10 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.

E. SEXUAL ABUSE/MOLESTATION LIABILITY

\$300,000	\$1,000,000 Aggregate
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## 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.

#### **7.11 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.

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

## 8 APPENDIX A – PRICE FORM

### RFP 2022-081 Irrigation System Evaluation Services

**Submit with Proposal**

Company Name \_\_\_\_\_

Quantities are annual estimates based on the County's projected need. Actual quantities may be more than or less than estimated quantities. The price quoted shall be good for any quantity.

Complete the following Price Form. Multiply the estimated quantity (40) by your cost per evaluation to arrive at the total cost.

<b>Service Type</b>	<b>Estimated Annual QTY</b>	<b>Cost Per Evaluation</b>	<b>Total Cost</b>
Irrigation evaluation	40		

Provide cost per hour for Education/Consulting Services.

<b>Service Type</b>	<b>Cost (per hour)</b>
Education/Consulting services	

## 9 APPENDIX B – PROPOSAL SUBMISSION

### RFP 2022-081 Irrigation System Evaluation Services

**Submit with Proposal**

***This Proposal is submitted by:***

Company Legal Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Representative Title: \_\_\_\_\_

Address: \_\_\_\_\_

County/State/Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Website Address: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Required Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**10 APPENDIX C – ADDENDUM AND ANTI-COLLUSION**  
**RFP 2022-081 Irrigation System Evaluation Services**

**Submit with Proposal**

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 [unioncountync.gov](http://unioncountync.gov) and/or [www.ips.state.nc.us](http://www.ips.state.nc.us). It is your responsibility to check for this information.

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

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

Company Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**11 APPENDIX D – SAMPLE VENDOR PAYMENT NOTIFICATION**  
**RFP 2022-081 Irrigation System Evaluation Services**

**Informational Purposes Only - Do not submit with proposal.**

**ATTENTION: ACCOUNTS PAYABLE VENDORS**

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

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

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

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

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

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

Thank you in advance for your participation.





Please return this completed form and supporting documents to:



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

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

**Email:** ap@unioncountync.gov

**Authorization for payment via Electronic Funds Transfer (EFT)**

Initial Enrollment

Change Information

Today's Date \_\_\_\_\_

Company Name \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

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

Bank Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Routing/ABA # \_\_\_\_\_ Bank Acct No. \_\_\_\_\_

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

Name & Title \_\_\_\_\_

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Officer Name & Title \_\_\_\_\_

Phone Number \_\_\_\_\_

Signature: \_\_\_\_\_

**FOR ACCOUNT VERIFICATION, PLEASE ATTACH A VOIDED CHECK.**

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

Print Form



## 12 APPENDIX E – TEMPLATE CONTRACT

RFP 2022-081 Irrigation System Evaluation Services

**Informational Purposes Only - Do not submit with proposal.**

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

WHEREAS, Contractor is willing to perform such services as described in this Agreement.

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

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

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

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

4. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement ("the Documents"), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the

Public Records Act (the “Act”), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

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

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.

6. **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.

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. DECLARATION BY CONTRACTOR. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

*[Remainder of page intentionally left blank. Signatures follow on the next page.]*

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

DATE: \_\_\_\_\_

WITNESS:

\_\_\_\_\_ [Contractor Full Legal Name]

BY: \_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)

DATE: \_\_\_\_\_

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