



Invitation for Bid No. 2023-057 Library Outreach Vehicle

Due Date: April 13, 2023
Time: 2:00 PM Local Time
Submittal Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Procurement Contact:

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

1 Contents

2	Notice of Advertisement	4
3	Bid Submission	5
3.1	BID SUBMISSION DEADLINE	5
3.2	BID DELIVERY REQUIREMENTS	5
3.3	BID QUESTIONS	5
3.4	BID ADDENDUM	6
4	Instructions.....	6
4.1	COMMUNICATIONS.....	6
4.2	NON-MANDATORY PRE-BID & SITE VISIT	6
4.3	IFB MODIFICATIONS	6
4.4	BID SUBMISSION.....	6
4.5	BIDDERS ACKNOWLEDMENT	7
4.6	DUPLICATE BIDS	7
4.7	BID SIGNATURES	7
4.8	SUBCONTRACTORS (IF APPLICABLE)	7
4.9	BIDDERS RESPONSIBILITIES	8
5	Purpose	8
5.1	INTRODUCTION	8
6	Specifications.....	8
6.1	GENERAL.....	8
6.2	SPECIFICATION FORM.....	9
6.3	QUANTITY	9
6.4	NOT COMPLY ITEMS (DEVIATIONS)	11
6.5	DELIVERY AND CHARGES	11
6.6	DELIVERY LOCATION.....	12
7	Evaluation of Bids and Award Procedures	12
7.1	BID INFORMATION.....	12
7.2	BID FORMAT	12
7.3	TERMS OF SUBMISSION	12
7.4	EVALUATION OF BIDS	13
7.5	COST ADJUSTMENTS (IF APPLICABLE).....	13
7.6	APPLICATION OF NORTH CAROLINA GENERAL STATUTES	14
8	General Conditions and Requirements.....	14
8.1	MINIMUM REQUIREMENTS FOR BIDDERS.....	14
8.2	TERMS AND CONDITIONS	14
8.3	COMPLIANCE WITH 2 CFR PART 200	14
8.4	IFB EXPENSES	15
8.5	CERTIFICATION.....	15
8.6	FINANCIAL INFORMATION.....	15
8.7	CONTRACTUAL OBLIGATIONS	15
8.8	COMPLIANCE WITH LAWS.....	15
8.9	SUB-CONTRACTOR/PARTNER DISCLOSURE	16
8.10	MODIFICATION OR WITHDRAWAL OF BID.....	16
8.11	CONTRACT COMMENCEMENT.....	16
8.12	DISPUTES	16
8.13	EQUAL EMPLOYMENT OPPORTUNITY	16
8.14	MINORITY AND SMALL BUSINESS PARTICIPATION PLAN.....	16
8.15	LICENSES	17

8.16 E-VERIFY 17
8.17 DRUG-FREE WORKPLACE 17
8.18 INSURANCE 17
8.19 INDEMNIFICATION 19
9 Appendix A –Price Form 21
10 Appendix B – Bid Submission Form 22
11 Appendix C – Addendum and Anti-Collusion Form..... 23
12 Appendix D – Vendor Payment Letter 24

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2 NOTICE OF ADVERTISEMENT

Union County, North Carolina IFB No. 2023-057 Library Outreach Vehicle

Sealed bids for the Library Outreach Vehicle will be received by mail or hand delivery to Union County's Procurement Department until **2:00 PM** (local time) on **April 13, 2023** 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 one (1) Library Outreach Vehicle as described in this bid document.

This solicitation follows the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards (2 C.F.R. Part 22). Contracts resulting from this solicitation may be funded with Federal grant funds which have been procured in a manner that is in compliant with all applicable Federal laws, policies, and standards as well as state law and local policies. The successful bidder shall be required to comply with all applicable state and federal laws, regulations, and special terms and conditions of the grant agency(ies).

On **April 13, 2023** 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 total cost basis as indicated in the Bid Form.

Union County, North Carolina, through the Library Department, is soliciting bids from qualified companies for a Library Outreach Vehicle as described in this solicitation.

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).

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 (Erick.perjuste@unioncountync.gov). Deadline for questions is **March 29, 2023 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 2023-057 Library Outreach Vehicle". IFB's are to be received by the Union County, Procurement Department by 2:00 PM EST on April 13, 2023. **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. 2023-057
Library Outreach Vehicle
Attention: Erick Perjuste

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: Erick Perjuste, 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 BID QUESTIONS

Bid questions will be due on or before **March 29, 2023 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 Erick Perjuste at Erick.perjuste@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 2023-057 Library Outreach Vehicle Questions. All questions and answers may be posted as addenda on www.unioncountync.gov.

3.4 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 ACKNOWLEDGMENT

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

4.6 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 the Library Department, is soliciting bids from qualified firms for the purchase of one (1) Library Outreach Vehicle for the Union County Library Department.

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 GENERAL

Union County Library is looking for a vendor to completely furnish an Event vehicle that upon delivery is ready to perform the services stated below:

- Be on the road up to 7 days/week, year-round, including daytime and evenings.
- Provide safe, comfortable driver and passenger areas with doors.
- Driven on everything from dirt roads to highways, in moderate weather conditions.
- Designed to meet program needs and be durable, attractive, functional, and comfortable.
- Outfitted with safety features.
- Conform to the best industry standards required.

- Gasoline fuel is preferred.
- Power steering.
- Automatic transmission.
- Be insulated on sidewalls, roof, and underbody.
- Include lighting and electrical outlets to provide access to electricity from all areas of the vehicle. (120V circuits in compliance with national electric codes)

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 (March 29, 2023) FOR REVIEW OF ANY NOT COMPLY ITEMS.

6.3 QUANTITY

one (1) Library Outreach Vehicle meeting the following minimum specifications shall be supplied.

SPECIFICATION FORM

A - Must Haves			
	Specifications – Chassis Specs	Comply	Not Comply (List Difference/Alternative)
1) Chassis	Chassis Type: Cab Chassis, front engine, F-250 Cab Chassis (or equivalent).		
2) Body	Length maximum 96 in.; Exterior width maximum 80 in.; Height maximum 84 in.		
3) Body	Two open sides, one rear swing up door, interior rear storage compartment between bookshelves, one rear step into rear compartment with ventilated storage.		
4) Body	Provide and install rear back up camera.		
5) Interior	Custom build bookshelf bed, maximum 72 in.; side door panels lift up to provide external access to shelves. Door panels are made out of aluminum and are fully sealed to protect collection.		

6) Interior	Aluminum interior shelving walls with slots for Acore shelving (or equivalent). Shelving should be aluminum or steel cantilevered, adjustable, and interchangeable wherever possible. Front facing shelving that includes back base shelf, and full back panel, sliding book supports, and kickplate to match finish.		
7) Interior	At least one interior light within the rear storage compartment with switch near rear door.		
8) Interior	Provide and install Acore shelving (or equivalent). At minimum 9' inch deep, 15 degree slant, 36" long. At least 16 shelves, 8 per side.		
9) Interior	LED lights (or equivalent) installed on underside and around side panels to illuminate side shelves on each side.		
10) Exterior	Provide and install exterior LED lights to the top left and right of bookshelf bed doors on both sides of the vehicle.		
11) Electrical	At minimum, three interior outlets; one for wi-fi and one in front interior shelving area per side for future table stations.		
12) Electrical	At minimum, one exterior outlet located on the driver's side with weather resistant covering.		
13) Electrical	Vehicle should come equipped with a cost-efficient power source to run lights and support Wi-Fi connectivity.		
14) Hardware	All necessary door locks, handrails, door closers, hold backs, and hinges will be furnished to provide smooth, efficient operation.		
15) Exterior	Minimum of one exterior awning with auto retract setting for rough winds.		
16) Technology	Provide and install wireless internet capability provided by hotspot or equivalent, including the necessary hardware and router.		
17) Other	A trained driver shall deliver the vehicle and provide on-site training.		
B. High Priorities Options			
18) Body	Side panels sectioned off by 36 in. shelving sections with two slide up door panels per vehicle side.		
19) Body	Provide and install side mirror cameras on chassis.		

20) Displays	Provide and install a 24" display		
21) Displays	Provide and install HDMI cabling, distribution amplifier, and a HDMI port.		
C. Potential Option			
22) Audio	Provide and install interior and exterior speakers.		
23) Audio	Attention grabbing features such as an external PA system.		
24) Other	Vehicle shall have a vinyl graphics package in addition to the library selected single color base paint. Quoted pricing shall include development, printing, and installation of this graphics package.		
25) Other	Lockable book drop slot built into the rear body door.		

6.4 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 (March 29, 2023) 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 6.3 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.

6.5 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.

6.6 DELIVERY LOCATION

Deliveries shall be FOB Destination to the address shown below:

Union County Library
316 E Windsor St
Monroe, NC 28112

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 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.

7.6 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 COMPLIANCE WITH 2 CFR PART 200

This solicitation follows the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards (2 C.F.R. Part 22). Contracts resulting from this solicitation may be funded with Federal grant funds which have been procured in a manner that is in compliant with all applicable Federal laws, policies, and standards as well as state law and local policies. The successful bidder shall be required to comply with all applicable state and federal laws, regulations, and special terms and conditions of the grant agency(ies).

The vendor agrees to recognize and comply with all applicable standard, orders or regulations issued pursuant to Appendix II of 2 CFR 200. Standards, orders or regulations that are not applicable to the scope of work will not be required by the Vendor/Contractor.

The following provisions apply pursuant to 2 C.F.R., 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148) Copeland Anti-Kickback Act (40 U.S.C. 5145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C.

7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R., 200.322); and Record Retention Requirements (2 CFR 200.324).

8.4 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.

8.5 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.

8.6 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.

8.7 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

8.8 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.

8.9 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.

8.10 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.

8.11 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.

8.12 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.

8.13 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.

8.14 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.

8.15 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.

8.16 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.

8.17 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.

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8.18 INSURANCE

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

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

A. WORKERS' COMPENSATION

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

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

B. COMMERCIAL GENERAL LIABILITY

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

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

C. COMMERCIAL AUTOMOBILE LIABILITY

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

\$1,000,000 Combined Single Limit - Any Auto

D. PROFESSIONAL LIABILITY

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

\$1,000,000 Claims Made

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

ADDITIONAL INSURANCE REQUIREMENTS

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

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

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

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).

- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:
 - Department: _____
 - Contract #: _____
- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:
 - Union County
 - Attention: Keith A. Richards, Risk Manager
 - 500 N. Main Street, Suite #130
 - Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

8.19 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are

due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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9 APPENDIX A –PRICE FORM

**IFB No. 2023-057
Library Outreach Vehicle**

SUBMIT WITH BID

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

The award will be made to the lowest, responsive, responsible bidder based on the Total Amount for either of the 3 sections listed below. The County will only award one section of the price page. Bidders must provide pricing for all sections listed on the price page, in order to be deemed responsive.

Bidder will furnish and deliver of one (1), fully assembled, Library outreach vehicle in accordance with the Specifications listed in this bid document for the Total price listed below: (1 x specs = Total). The county reserved the right to award pricing option 1, 2 or 3 based on budget appropriation.

Section	Description	Specs	Total
1	one (1) Library Outreach Vehicle – Delivered	A). Must Haves	
2	one (1) Library Outreach Vehicle – Delivered	A). Must Haves + B). High Priorities	
3	one (1) Library Outreach Vehicle – Delivered	A). Must Haves + B). High Priorities + C). Additional Options	

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

Estimated Delivery 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 _____

10 APPENDIX B – BID SUBMISSION FORM

**IFB No. 2023-057
Library Outreach Vehicle**

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. 2023-057
Library Outreach Vehicle

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. 2023-057
Library Outreach Vehicle

Do Not Submit with Bid

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