



Request for Proposals No. 2023-054
Asphalt Restoration Services

Due Date: May 23, 2023
Time: 10:00 AM EDT
Submittal Location: Electronic Submittal
Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Procurement Contact Person:

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2 NOTICE OF ADVERTISEMENT

Union County, North Carolina
Request for Proposals No. 2023-054
Asphalt Restoration Services

Electronic proposals will be received by the Union County's Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until 10:00 AM EDT on May 23, 2023. Late submittals will not be accepted.

Union County, North Carolina, through Water-Wastewater, is seeking proposals from qualified companies having experience with Asphalt Restoration Services to respond to this solicitation.

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

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

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement Representative listed on the cover page (darius.jones@unioncountync.gov) no later than May 10, 2023 at 10:00 AM EDT.

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

Union County reserves the right to award to multiple vendors.

Offerors are required to comply with the non-collusion requirements set forth in the Bidding Documents.

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

3 SUBMITTAL DETAILS

3.1 PROPOSAL SUBMISSION DEADLINE

All Proposal Submittals are to be received by the Union County Procurement Department no later than **10:00 AM EDT on May 23, 2023** per the instructions below. Any submittals received after this date and time shall be rejected without exception.

3.2 PROPOSAL 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, and select submit. An email will be sent to the address listed 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 and to make such selection deemed in its best interest; Cancel this solicitation; and award to multiple vendors.

3.3 PROPOSAL QUESTIONS

Proposal questions will be due on or before **May 10, 2023 at 10:00 AM EDT**. The primary purpose of this is to provide participating firms with the opportunity to ask questions, in writing, related to the RFP. The County may respond with an addendum to answer applicable questions.

Submit questions in a Word Document or in the body of an email and send to Darius Jones at darius.jones@unioncountync.gov by the deadline shown above. Questions sent in graph or Excel sheet format will not be accepted. **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 and/or www.ips.state.nc.us.

3.4 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 Proposer on Appendix B, Addendum and Anti-Collusion Form.

3.5 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.

4 PURPOSE

4.1 COUNTY

The County (estimated population 247,058) 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.

4.2 INTRODUCTION

Union County, North Carolina is seeking proposals from qualified offerors for Asphalt Restoration Services for the Water-Wastewater Department.

This contract addresses various driveways and pavement repair work resulting from Union County Water utility repair activities. The scope will typically be to complete asphalt repair following a water or sewer repair but may include placement and compaction of backfill or other related work.

All work must be performed in a neat and professional manner that is aesthetically pleasing and restored to original condition.

All asphalt work in traffic areas must be finished to provide good ride quality. All roadway repairs must be made to the satisfaction of the North Carolina Department of Transportation (NCDOT) or governing municipality. It is the contractors' responsibility to contact NCDOT regarding requirements and standards for roadway repairs.

The Contractor shall have sufficient resources (manpower, supervision, and equipment) necessary to perform work to the specifications. The company shall submit a list all equipment as well as the ages of the equipment being used. The Project Superintendent must have at a minimum 10 years of Department of Transportation asphalt experience.

No additional work or deviation from the project assignments shall be allowed without written approval from Union County Water. Work requested by the property owner, which is not part of the approved assignments/specifications, must be contracted between the property owner and the Contractor. Any additional work by the Contractor for the homeowner shall not begin until all of Union County's work has been completed and

accepted.

Union County will not be responsible for payment of any additional work performed by the Contractor for property owners. The Contractor shall not suggest or recommend additional work to the property owners during the performance of the work contracted with Union County.

No guarantees will be made of size, amount, or quantity of any specified work orders/projects. Union County intends to award a contract to the Proposer whose solution most closely meets the requirements defined in this RFP. The Proposer's proven track record and approach towards the successful implementation of these services are critical factors in the selection process.

5 SCOPE OF WORK

5.1 ASPHALT REPAIR

Asphalt Repair Consist of:

- Furnishing, placing and compacting of asphalt material to return disturbed area to original condition.
- Roadway repairs within NCDOT's jurisdiction shall be repaired in accordance to all applicable NCDOT standards and specifications and subject to inspection/approval by NCDOT representative.
- All other roadway repairs must conform to the governing municipality in that area.
- Asphalt driveways, walkways, etc. shall be repaired/replaced to match the existing area.
- Excess or loose material (dirt, debris, stone, concrete, asphalt, etc.) shall be removed and disposed of.
- Non-excess loose material shall be tamped prior to beginning the asphalt compaction process. No fragments or pieces of asphalt shall be left in the area to be repaved.
- It will be the Contractor's responsibility to assure 100% compaction of this work and assure that the final product is free from ragged edges, rough texture, ruts, bleeding, raveling, or other flaws not considered good workmanship by UCPW.

Cuts will be of variable numbers, sizes (dimensions) at any given time. Areas where asphalt repair is required may be pre-backfilled by UCPW to subgrade or finish grade for continued use until asphalt repair is complete.

There will be no separate measurement or payment for asphalt tack. All tack used as a part of this contract will be considered incidental to the work and no payment will be made by the County for its application.

Project assignments or locations given to the Contractor that is privately owned such as paved driveways, parking lots, etc. shall be repaired to original condition as appropriate.

Materials: All materials shall comply with NC DOT standards. Any material determined to be unsuitable will be removed and replaced at the contractor's expense.

Construction Methods: All construction methods shall comply with NCDOT and OSHA specifications.

Measurement: The quantity of installation and/or repair of asphalt sections to be paid for will be the actual square yards of asphalt measured along the surface which has been incorporated into the completed and accepted work.

Payment: The quantity of asphalt patch, measured as provided above, will be paid for at the contract unit price per square yard (SY) for Asphalt Repair. Such payment will be full compensation for all work covered by this special provision, including but not limited to furnishing, placing and compacting of asphalt patch material, and all work incidental to the completion of the patch. Excess or loose material (dirt, debris, stone, concrete, asphalt, etc.) shall be removed from the patch area and disposed appropriately in accordance with all state laws and local regulations.

Payment will be made under:

Asphalt Repair 0"-2" (2" lift) (Surface Course - S9.5B).....	SY
Asphalt Repair 2"-5" (3" lift) (Intermediate Course - 19.0B).....	SY
Asphalt Repair- 5" Lift (Base Course - B25.0C).....	SY

5.2 TEMPORARY PATCH

Temporary patches should only be installed at the direction of UCPW and therefore paid appropriately. Any temporary patches installed and subsequently removed by the contractor in order to comply with the required contract timeframe or without direction by UCPW shall be at their sole expense and not paid according to this contract.

Temporary patch materials and installation shall comply with all appropriate NCDOT standards in traffic areas. Cold patch is acceptable for temporary patching.

Measurement: The quantity of installation of temporary patch of asphalt sections, as approved by UCPW, to be paid for will be the actual square yards of patch material measured along the surface which has been incorporated into the completed and accepted work.

Payment: The quantity of temporary asphalt patch, measured as provided above, will be paid for at the contract unit price per square yard (SY). Such payment will be full compensation for all work, covered by this special provision, including but not limited to furnishing, placing and compacting of temporary asphalt patch material, and all work incidental to the completion of the patch.

Temporary Patch..... SY

5.3 ASPHALT MILLING

Asphalt milling, up to 2", may be required to ensure smooth transition between existing roadways to new asphalt. Milling shall not be conducted unless directed or approved by UCPW.

Measurement: The quantity of asphalt milling of existing asphalt, as approved by UCPW, to be paid for will be the actual square yards of area milled measured along the surface which has been incorporated into the completed and accepted work.

Payment: The quantity of asphalt milling, measured as provided above, will be paid for at the contract unit price per square yard (SY). Such payment will be full compensation for all work covered by this special provision, including but not limited to milling and removal of existing asphalt material.

Milling SY

5.4 MOBILIZATION

Mobilization shall cover all associated costs for equipment, labor, parts etc. to achieve the necessary asphalt repair. The Contractor shall be paid a mobilization fee for each project site as a minimum payment. A work order may contain one or more project sites for repair. If projects are within one (1) mile (as measured by roadways) of other projects, only one (1) mobilization charge will apply. If projects are more than one (1) mile apart, Contractor shall be paid mobilization for each project on the work order.

Payment: Mobilization will be paid to the contractor based on the bid amount provided In the bid tabulation sheet, This fee is in addition to work completed and paid by other unit prices.

Mobilization EA

5.5 TRAFFIC CONTROL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Traffic Control.....EA

5.6 SELECT MATERIAL

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

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

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

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

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

Payment will be made under:

SELECT MATERIAL.....TN

5.7 MATERIAL DISPOSAL

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

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

The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.

The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by their operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such debris shall be left within the completed work nor buried on the building

site but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature. To put the site in a neat, orderly condition.

5.8 RESTORATION

All private and public property disturbed in the process of construction shall be restored to the condition existing prior to construction. Proper notice shall be given to the owner and to the homeowners of any expected inconvenience or hazardous condition. Special care must be taken to prevent damage to trees and shrubs. Road surfaces adjacent to excavations shall be cleaned of soil with mechanical brooms at the end of the working day.

5.9 LANDSCAPING

Landscaping in this contract will apply only to areas requiring restoration after asphalt repair is complete, i.e. alongside of roadways and paved driveways.

Contractor shall communicate and coordinate landscape restoration with landscaping contractors currently under contract with Union County Water-Wastewater. Contractor shall include Union County Water-Wastewater in the correspondence with the landscaping contractor and shall include the approximate size of the landscaping area and type of landscaping, i.e. sod, seed/straw, etc. Contact information will be provided to the awarded bidder upon Notice to Proceed.

5.10 LABELING OF HAZARDOUS MATERIALS

If the items or products requested by this solicitation are “Hazardous Substances” as defined by Section 1261 of Title 15 of the United States Code (U.S.C) or “Pesticides” as defined in Section 136 of Title 7 of the United States Code, then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder/offeror does not violate any of the prohibitions of Title 15 U.S.C. Section 1263 or Title 7 U.S.C. Section 136.

6 ADDITIONAL REQUIREMENTS

6.1 COMPLAINT RESOLUTION PLAN

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

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

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

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

6.2 EMERGENCY WORK

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

6.3 CONFORMITY WITH WORK ORDERS AND SPECIFICATION

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

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

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

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

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

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

6.4 CUSTOMER COMMUNICATION

Any person employed by the Contractor or by any Subcontractor during the life of this project must act professionally and respectful when communicating with customers or the general public. The Contractor and their employees must present credentials, including a picture ID, when approaching customers or upon request. The supervisor of the crew at a minimum shall

speaking fluent English as to have the ability to communicate with UCPW staff and/or the resident. The contractor shall communicate with the customer, when necessary, following the steps below.

Before performing the restoration:

1. Contractor shall contact the customer or owner providing a 3 day notice of their arrival to perform the restoration.
2. Once on site the contractor shall verbally (in person) advise the customer or owner of the following:
 - a. The crew is on site to conduct the restoration(s)
 - b. The specific work area where the restoration will take place, and
 - c. III. The estimated time frame the work will require for Completion

After performing the restoration:

1. The contractor shall notify the customer or owner that the work has been completed
 - a. Verbally, or
 - b. Leave a door hanger.
2. The contractor shall notify the customer or owner, verbally or with a door hanger, of any special instructions regarding the restoration such as watering requirements for grass/sod, the time required for vehicles to stay off new concrete, etc.
3. The contractor shall take appropriate pictures of the restoration and send all pictures in with the invoice.

6.5 GUARANTEE

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

6.6 PROJECT (WORK ORDERS)

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

6.7 INVOICING AND CORRESPONDENCE

All invoicing shall be sent to the appropriate UCPW representative requesting the work order, no later than 2 weeks, after project or work order completion. Invoicing shall include date of completion, date of invoice, type of work performed, size of restoration area, and all required

pictures. Invoicing must also include copies of related load tickets, receipts, etc. from the asphalt vendor.

6.8 ADJUSTMENT OF MANHOLES, METER, AND VALVE BOXES

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

6.9 RETURN OF COUNTY OWNED TRAFFIC CONTROL DEVICES

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

7 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

7.1 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.

7.2 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.

7.3 PROPOSAL FORMAT

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 the proposal electronically by using the link listed in section 2.2 PROPOSAL SUBMISSION REQUIREMENTS. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

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

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

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

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

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

- **Section A** – Cover Letter
- **Section B** – Company Information
- **Section C** – List of Equipment and Equipment Ages
- **Section D** – References
- **Section E** – Subcontractors
- **Section F** – Required Forms
 - **Appendix A – Price Form**
 - **Appendix B - Proposal Submission Form (Signed)**

- **Appendix C - Addendum and Anti-Collusion Form (Signed)**

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

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

7.3.1 SECTION A – COVER LETTER

In your cover letter, provide the following information about your company.

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 Binding Authority
Title
Address
Telephone Number
Email Address
3. Stipulate that the proposal price will be valid for a period of 180 days.
4. Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its proposal: “The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.”

7.3.2 SECTION B – COMPANY INFORMATION

Include a description of the firm's background, its organizational structure, length of time in business, assets available to meet County service requirements, and experience in providing the type of services solicited herein. Include brief resumes and number of years of experience of Supervisory Staff and higher that will be associated with the project. Include copies of certifications and/or licenses.

7.3.3 SECTION C – LIST OF EQUIPMENT AND EQUIPMENT AGES

Provide a list of the designated equipment and the ages of equipment being used.

7.3.4 SECTION D – REFERENCES

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

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

7.3.5 SECTION E – SUBCONTRACTORS

Provide name(s) of subcontractor(s) if any portion of these services will be subcontracted.

7.3.6 SECTION F – REQUIRED FORMS

Offerors must include signed copies of the following documents:

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

7.4 SELECTION PARTICIPANTS

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

7.5 EVALUATION SELECTION PROCESS

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

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

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

RFP Criteria	Weights
Company Background and Experience	35%
Demonstrate Ability to Provide Services	40%
Price and Compliance with Submittal Requirements	25%

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

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

Interview Criteria	Weights
Proposed Approach & Staff	60%
Price, Quality and Relevance of Interview as it Relates to the Scope of the RFP	40%

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

7.6 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 enter into negotiations with the top ranked Offeror. However, negotiations with the top ranked Offeror does not signify a commitment by Union County to execute a contract or to continue discussions.

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.

7.7 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.

8 GENERAL CONDITIONS AND REQUIREMENTS

8.1 TERMS AND CONDITIONS

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

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

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

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

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

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

8.2 COST ADJUSTMENTS

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 2023-2028 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.

8.3 CONTRACTUAL OBLIGATIONS

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

8.4 SUB-CONTRACTOR/PARTNER DISCLOSURE

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

8.5 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 RFP. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.

8.6 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

8.7 EQUAL EMPLOYMENT OPPORTUNITY

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

8.8 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.

8.9 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.

8.10 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.

8.11 DRUG-FREE WORKPLACE

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

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

8.12 INSURANCE

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

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

- A. **WORKERS' COMPENSATION**
Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:
- | | |
|-----------|-------------------------|
| \$500,000 | Each Accident |
| \$500,000 | Disease - Each Employee |
| \$500,000 | Disease - Policy Limit |
- B. **COMMERCIAL GENERAL LIABILITY**
(for any agreement unless otherwise waived by the Risk Manager)
Covering Ongoing and Completed Operations involved in this Agreement.
- | | |
|-------------|---|
| \$2,000,000 | General Aggregate |
| \$2,000,000 | Products/Completed Operations Aggregate |
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | Personal and Advertising Injury Limit |
- C. **COMMERCIAL AUTOMOBILE LIABILITY**
(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)
- | | |
|-------------|----------------------------------|
| \$1,000,000 | Combined Single Limit - Any Auto |
|-------------|----------------------------------|
- D. **PROFESSIONAL LIABILITY**
(only for any agreement providing professional 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.
- E. **NETWORK SECURITY & PRIVACY LIABILITY (CYBER)**
(for any agreement involving software applications)
- | | |
|-------------|-------------|
| \$1,000,000 | Claims Made |
|-------------|-------------|

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

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.

8.13 INDEMNIFICATION

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

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9 APPENDIX A – PRICE FORM

RFP 2023-054, Asphalt Restoration Services

Submit with Proposal

Company Name: _____

A. Asphalt Repair	Unit of Measure	Price
Asphalt Repair: 0"-2" (2" lift – Surface Course – S9.5B)	SY	
Asphalt Repair: 2"-5" (3" lift – Intermediate Course – I19.0B)	SY	
Asphalt Repair: 5" lift (Base Course – B25.0C)	SY	
Temporary Patch	SY	
Milling	SY	
Mobilization	EA	

Additional Services must be completed but will not be used as part of the evaluation.

B. Additional Services	Unit of Measure	Price
Traffic Control	EA	
Select Material	TN	

10 APPENDIX B – PROPOSAL SUBMISSION FORM

RFP 2023-054, Asphalt Restoration Services Submit with Proposal

This Proposal is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-proposal this project. Proposal is valid for 180 calendar days from the Proposal due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

11 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

RFP 2023-054, Asphalt Restoration 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 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 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: _____

12 APPENDIX D – TEMPLATE CONTRACT

RFP 2023-054, Asphalt Restoration Services

Informational Purposes Only - Do not submit with proposal.