



Request for Proposals No. 2023-046 Twelve Mile Analytical Equipment Maintenance

Due Date: June 9, 2023
Time: 2:00 PM EDT
Receipt Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Procurement Contact:

Darius Jones
Procurement Specialist
704.283.3631
E-mail: darius.jones@unioncountync.gov

Table of Contents

| | | |
|---|--|-----------|
| 1 | Notice of Advertisement | 3 |
| 2 | Proposal Details | 4 |
| 2.1 | PROPOSAL SUBMISSION DEADLINE | 4 |
| 2.2 | SUBMISSION REQUIREMENTS..... | 4 |
| 2.3 | PROPOSAL QUESTIONS | 4 |
| 2.4 | PROPOSAL ADDENDUM | 4 |
| 2.5 | COMMUNICATION..... | 5 |
| 3 | Purpose | 5 |
| 3.1 | INTRODUCTION | 5 |
| 3.2 | COUNTY | 5 |
| 4 | Project Scope..... | 5 |
| 4.1 | SUMMARY | 5 |
| 4.1.1 | <i>FOUR PHOSPHAX SC PHOSPATE ANALYZERS</i> | 5 |
| 4.1.2 | <i>TWO AMTAX SC AMMONIA ANALYZERS</i> | 6 |
| 4.1.3 | <i>ONE UVAS SC</i> | 7 |
| 4.1.4 | <i>ONE SOLITAX SC</i> | 7 |
| 4.1.5 | <i>ONE DR3900 SPECTROPHOTOMETER</i> | 8 |
| 5 | Detailed Proposal Requirements and Instructions | 9 |
| 5.1 | TERMS OF SUBMISSION | 9 |
| 5.2 | PROPOSAL FORMAT | 9 |
| 5.2.1 | <i>Section A: Cover Letter</i> | 10 |
| 5.2.2 | <i>Section B: Company background and experience</i> | 11 |
| 5.2.3 | <i>Section C: Project Staff</i> | 12 |
| 5.2.3 | <i>Section D: References</i> | 12 |
| 5.2.4 | <i>Section E: Price Form</i> | 12 |
| 5.2.5 | <i>Section F: Required Forms</i> | 12 |
| 6 | Evaluation Criteria and Selection Process | 14 |
| 6.1 | SELECTION PARTICIPANTS | 12 |
| 6.2 | EVALUATION SELECTION PROCESS..... | 13 |
| 6.3 | AWARD PROCEDURE | 13 |
| 6.4 | CONFLICT CERTIFICATION | 14 |
| 7 | General Conditions and Requirements | 14 |
| 7.1 | TERM AND CONDITIONS | 14 |
| 7.2 | CONTRACTUAL OBLIGATIONS | 15 |
| 7.3 | EXPENSE OF FIRM | 15 |
| 7.4 | SUB-CONTRACTOR/PARTNER DISCLOSURE | 15 |
| 7.5 | EXCEPTION TO THE PROPOSAL..... | 15 |
| 7.6 | MODIFICATION OR WITHDRAWAL OF PROPOSAL..... | 15 |
| 7.7 | LICENSES | 16 |
| 7.8 | E-VERIFY | 16 |
| 7.9 | MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)..... | 16 |
| 7.10 | EQUAL EMPLOYMENT OPPORTUNITY..... | 16 |
| 7.11 | INSURANCE | 16 |
| 7.12 | INDEMNIFICATION | 18 |
| APPENDIX A – PRICE FORM | | 20 |
| APPENDIX B – PROPOSAL SUBMISSION | | 21 |

APPENDIX C – ADDENDUM AND ANTI-COLLUSION 22
APPENDIX D - SAMPLE VENDOR PAYMENT NOTIFICATION..... 23
APPENDIX E - TEMPLATE CONTRACT..... 24

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1. NOTICE OF ADVERTISEMENT

**Union County, North Carolina
Request for Proposals No. 2023-046
Twelve Mile Analytical Equipment Maintenance**

Electronic proposals will be received by the Union County Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **2:00 PM EDT on June 9, 2023.** Late proposals will not be accepted.

Union County, North Carolina, through the Union County Planning and Resource Management Division, is soliciting proposals from experienced and qualified firms to provide preventative and corrective maintenance of wastewater analytical equipment.

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

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

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement contact person listed on the cover page (darius.jones@unioncountync.gov) no later than **May 30, 2023 at 5:00 PM EDT.**

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

Union County reserves the right to award to multiple vendors.

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

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

2 PROPOSAL DETAILS

2.1 PROPOSAL SUBMISSION DEADLINE

All Proposals are to be received by the Union County Procurement Department no later than **2:00 PM EDT on June 9, 2023**, per the instructions below. Any proposals received after this date and time shall be rejected without exception.

2.2 SUBMISSION REQUIREMENTS

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

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

Paper submissions will not be accepted.

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

Union County reserves the right to:

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

2.3 PROPOSAL QUESTIONS

Proposal questions will be due on or before **May 30, 2023 at 5:00 PM EDT**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by e-mail to **Darius Jones** at darius.jones@unioncountync.gov by the deadline shown above. **The email subject line should identify the proposal number and project title.** All questions and answers may be posted as addenda on www.unioncountync.gov and/or www.ips.state.nc.us.

2.4 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 Offeror on Appendix C – Addendum and Anti-Collusion form.

2.5 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.

3 PURPOSE

3.1 INTRODUCTION

Union County, through its Public Works Department, Water and Wastewater Division, is seeking proposals for preventative and corrective maintenance of wastewater analytical equipment.

3.2 COUNTY

The County (estimated population 242,657) 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 SCOPE OF WORK

The County is requesting proposals from qualified vendors to provide preventive and corrective maintenance services of Wastewater Analytical Equipment for 12 Mile Creek Water Reclamation Facility.

4.1 SUMMARY

- Four Phosphax sc Phosphate Analyzers (minimum service onsite visits, twice a year)
- Two Amtax sc Ammonia Analyzer (minimum service onsite visits, twice a year)
- One UVAS UV Absorption Analyzer (minimum service onsite visits, once a year)
- One Solitax sc Turbidity Analyzer (minimum service onsite visits, twice a year)
- One DR3900 spectrophotometer (minimum service onsite visits, once a year)

4.1.1 FOUR PHOSPHAX SC PHOSPHATE ANALYZERS

Verification of Instrument performance/Maintenance

- Perform limited instrument cleaning.
- Review and evaluate user programmed parameters.
- Verify all instrument connections (including initial evaluation of the network topography).
- Evaluate all instrument alarm and warning conditions (internal instrument).
- Verify instrument operating voltages.
- Evaluate the reagent dispensation system.

- Review the detector operation.
- Evaluate, clean, and replace as needed: reagent pump, filter pads and pump head/air pump.
- Replace the tubing and fittings as needed.
- Verify software and update as necessary.

Repairs

- Perform required repair service including parts and labor.
- Includes sending unit to the factory if unable to repair in the field at no additional charge.
- Abuse or acts of God not covered.

Reporting/Certificate of Performances

- Provide Field Service Report with complete documentation of service performed and measurements/readings.
- Issue Certificate of Instrument Performance for each instrument that successfully passes final testing.

Training

- Provide basic end-user training on general instrument operation and maintenance (Advance notice required by the customer).
- Perform limited instrument cleaning.
- Provide loaner instruments, subject to availability.
- Review and evaluate user programmed parameters.
- Verify all instrument connections (including initial evaluation of the network topography).
- Evaluate the reagent dispensation system.
- Review the detector operation.
- Evaluate, clean, and replace as needed the reagent pump, filter pads, and pump head/air pump.
- Replace the tubing and fittings as necessary.
- Annual preventative maintenance, calibration, and certification.
- Five business days turnaround time on repairs.

4.1.2 TWO AMTAX SC AMMONIA ANALYZERS

Verification of Instrument performance/Maintenance

- Perform limited instrument cleaning.
- Review and evaluate user programmed parameters.
- Verify all instrument connections (including initial evaluation of the network topography).
- Evaluate all instrument alarm and warning conditions (internal to your instrument).
- Verify instrument operating voltages.
- Evaluate the reagent dispensation system.
- Review the detector operation.
- Evaluate, clean and replace as needed; magnetic stir bar, stirring motor and the filter pads.
- Check electrode and replace membrane and electrolyte as needed.
- Replace the tubing and fittings, as needed, at no additional charge.
- Verify software and update as necessary.

Repairs

- Perform required repair service including parts and labor as necessary.
- Includes sending unit to the factory if unable to repair in the field at no additional charge.
- Abuse or Acts of God not covered.

Reporting/Certificate of Performance

- Provide Field Service Report with complete documentation of service performed and measurements/readings.
- Issue Certificate of Instrument Performance for each instrument that successfully passes final testing.

Training

- Provide basic end user training on general instrument operation and maintenance (Advance notice required by the customer).

4.1.3 ONE UVAS SC

Verification of Instrument performance/Maintenance

- Perform limited instrument cleaning.
- Review and evaluate user-programmed parameters.
- Evaluate all instrument alarm and warning conditions.
- As applicable, calibrate recorder outputs for each sensor installed on transmitter.
- Verify software version and update as necessary.
- As applicable, review the detector operation. Evaluate, clean, and replace the seals and O-rings and fittings and parts as needed.

Repairs

- Perform required repair service including parts and labor.
- Includes sending unit to the factory if unable to repair in the field at no additional charge.

Reporting/Certificate of Performance

- Provide Field Service Report with complete documentation of service performed and measurements/readings.
- Issue Certificate of Instrument Performance for each instrument that successfully passes final testing.

Training

- Provide basic end user training on general instrument operation and maintenance (Advance notice required by the customer).

4.1.4 ONE SOLITAX SC

Verification of Instrument performance/Maintenance

- Perform limited instrument cleaning.
- Review and evaluate user-programmed parameters.
- Evaluate all instrument alarm and warning conditions (internal the instrument).
- Verify instrument operating voltages.
- Evaluate supplied sample conditioning equipment and probe mounting devices.
- Verify sensor operation.

- Calibrate with StablCal Turbidity Standards or enter calibration factors based on gravimetric solids.
- As applicable, analysis performed by the customer prior to the service visit.
- Replace wiper, wiper shaft seals, and all perimeter seals once a year or as necessary.
- Verify software version and update as necessary.

Repairs

- Perform any necessary repairs, with parts and labor included.
- Includes sending unit to the factory at no additional charge if unable to repair in the field.
- Abuse, neglect, and acts of God not covered.

Reporting/Certificate of Performance

- Provide Field Service Report with complete documentation of service performed and measurements/readings.
- Issue Certificate of Instrument Performance for each instrument that successfully passes final testing.

Training

- Provide basic end-user training on general instrument operation and maintenance (advance notice required).

4.1.5 ONE DR3900 SPECTROPHOTOMETER

Verification of Instrument performance/Maintenance

- Annual preventative maintenance, calibration, and certification
- Five-business-day turnaround time on repairs
- Provide Loaner instrument, subject to availability.
- Limited instrument cleaning
- Evaluation of any instrument error conditions
- Verification of instrument operating voltages
- Halogen lamp replacement
- Lithium battery replacement as needed.
- Software update to current version
- Calibration using NIST traceable filters.

Repairs

- Repair service as needed, with all parts and labor costs included.
- Abuse, neglect, and acts of God are not covered.

Reporting/Certificate of Performance

- Service Report with complete documentation of service performed and measurements/readings.
- Certificate of Instrument Performance for each instrument that successfully passes final testing.
- As found data available upon request at time-of-service scheduling.

5 DETAILED PROPOSAL REQUIREMENTS AND INSTRUCTIONS

5.1 TERMS OF SUBMISSION

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

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

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

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

5.2 PROPOSAL FORMAT

The County desires all responses to be identical in 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 electronically – Refer to page 4, 2.2. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed Offeror’s capabilities to satisfy the requirements of the RFP.

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

clarification at any time throughout the selection process.

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

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

Only one (1) complete proposal should be electronically submitted. The maximum document upload size is 20 MB. For any question, contact the project representative on the front cover.

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

Omissions and incomplete answers may be deemed unresponsive.

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

- **Section A** – Cover Letter
- **Section B** – Company Background and Experience
- **Section C** – Project Staff
- **Section D** – References
- **Section E** – Price Form
 - **Appendix A** – Price Form
- **Section F** – Required Forms
 - Appendix B – Proposal Submission (signed)
 - Appendix C – Addenda Receipt and Anti-Collusion (signed)

5.2.1 SECTION A: COVER LETTER

Provide the following information about your company. Respond to each item and provide supporting documentation and/or exhibits as requested or desired.

1. Legal Company Name and DBA (if applicable)

Corporate Headquarters:

Address
Telephone Number
Website Address

Location Providing Service (if different from headquarters):

Address
Telephone Number

2. Name of Single Point of Contact
Title
Direct Telephone Number and/or extension
Email Address
3. Name of Person with Binding Authority
Title
Address
Direct Telephone Number and/or extension
Email Address
4. Stipulate that the proposal price will be valid for a period of 180 days.
5. 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."

The Cover Page should not exceed two (2) pages.

5.2.2 SECTION B: COMPANY BACKGROUND AND EXPERIENCE

This section provides each vendor with the opportunity to demonstrate how its history, organization, and partnerships differentiate it from other vendors. Careful attention should be paid to providing information relevant to Union County needs.

- Provide corporate history, and number of years in business under the current organizational name and structure and services offered.
- Describe your company's complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities. How many public sector (cities and counties) clients does your company have?
- Provide a management organization chart of your company's overall organization, including director and officer positions and names and the reporting structure.
- What is the Vendor's service commitment to customers and measurements used?
- List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.
- Are audited or otherwise verifiable financial statements available upon request?
- Is the vendor's organization involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services?

5.2.3 SECTION C: PROJECT STAFF

- Provide detailed resumes for staff that would be assigned to this project (if applicable).
- Include applicable industry certifications/licenses in the resumes.

5.2.4 SECTION D: REFERENCES

Provide references for five (5) companies related to the analytical maintenance activity serviced by your company. Include the following:

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

5.2.4 SECTION E: PRICE FORM

- Appendix A – Price Form

5.2.5 SECTION F: REQUIRED FORMS

Offerors must include signed copies of the following documents:

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

6 EVALUATION CRITERIA AND SELECTION PROCESS

6.1 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, 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 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. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
3. The County will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will assess the RFPs independently in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected respondents.
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.

6.2 EVALUATION SELECTION PROCESS

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

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

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

| RFP Criteria | Weights |
|--|---------|
| Company Background and Experience | 40% |
| Company Staff Experience | 20% |
| Price | 30% |
| Compliance with Submittal Requirements | 10% |

Vendors may be invited to give a demonstration of the capabilities of the proposed solution to the Union County evaluation team. The successful Offeror'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 County may or may not decide to invite Short-Listed Offerors 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 Solution, Approach and Staff | 65% |
| Quality and Relevance of Interview as it Relates to the Scope of the RFP | 35% |

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

6.3 AWARD PROCEDURE

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may

accept the proposal that best serves its needs, as determined by County officials in their sole discretion.

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

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

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

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

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

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

6.4 CONFLICT CERTIFICATION

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

7 GENERAL CONDITIONS AND REQUIREMENTS

7.1 TERM AND CONDITIONS

The contract award will have an initial term of one (1) year with three (3) one-year renewal options at the County's discretion, pending annual budget approval.

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

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

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

7.2 CONTRACTUAL OBLIGATIONS

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

7.3 EXPENSE OF FIRM

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

7.4 SUB-CONTRACTOR/PARTNER DISCLOSURE

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

7.5 EXCEPTION TO THE PROPOSAL

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

7.6 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

7.7 LICENSES

The successful Offeror(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.

7.8 E-VERIFY

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

7.9 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)

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

7.10 EQUAL EMPLOYMENT OPPORTUNITY

All Firm will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age. All Proposals submitted in response to this request shall become the property of Union County and as such, may be subject to public review. All payroll taxes, liability and worker's compensation are the sole responsibility of the Firm. The Firm understands that an employer/employee relationship does not exist under this contract.

7.11 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.

7.12 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.

APPENDIX A – PRICE FORM
RFP 2023-046 Twelve Mile Analytical Equipment Maintenance

SUBMIT WITH PROPOSAL

Offerors must complete and submit Appendix A in its entirety. Totals from the price form, must be entered in Total Summary as follows:

| Covered Service Product | Frequency | Cost per Maintenance | Total Cost per Maintenance |
|---------------------------------|------------------|-----------------------------|-----------------------------------|
| Phosphax sc Phosphate Analyzers | Twice per Year | | |
| Amtax sc Ammonia Analyzers | Twice per Year | | |
| UVAS UV Absorption Analyzer | Once per Year | | |
| Solitax sc Turbidity Analyzer | Twice per Year | | |
| DR3900 spectrophotometer | Once per Year | | |
| Total Cost: | | | |

Name of Company Submitting: _____

6 APPENDIX B – PROPOSAL SUBMISSION

RFP 2023-046 Twelve Mile Analytical Equipment Maintenance

SUBMIT WITH PROPOSAL

This Proposal is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

County/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

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

Name: _____

Title: _____

Signature: _____

Date: _____

7 APPENDIX C – ADDENDUM AND ANTI-COLLUSION

RFP 2023-047 Twelve Mile Analytical Equipment Maintenance

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: _____

10 APPENDIX D – SAMPLE VENDOR PAYMENT NOTIFICATION
RFP 2023-046 Twelve Mile Analytical Equipment
Maintenance

Informational Purposes Only - Do not submit with proposal.

11 APPENDIX E – TEMPLATE CONTRACT

RFP 2023-046 Twelve Mile Analytical Equipment Maintenance

Informational Purposes Only - Do not submit with proposal.



Finance Department

500 North Main Street Suite #714
Monroe, NC 28112 T. 704-283-3813
www.unioncountync.gov

ATTENTION: ACCOUNTS PAYABLE VENDORS

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

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

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

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

If you wish to receive payment via the County's VISA card, please contact Heather Howey at 704-283-3539, or send an email to ap@unioncountync.gov and you will be added to the list of vendors accepting the VISA card method of payment.

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

Thank you in advance for your participation.

Please return this completed form and supporting documents to:



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

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

Email: ap@unioncountync.gov

Authorization for payment via Electronic Funds Transfer (EFT)

Initial Enrollment

Change Information

Today's Date _____

Company Name _____

Street Address _____

City, State, Zip _____

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

Bank Name _____

Address _____

City, State, Zip _____

Routing/ABA # _____ Bank Acct No. _____

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

Name & Title _____

Email Address _____

Phone Number _____

Officer Name & Title _____

Phone Number _____

Signature: _____

FOR ACCOUNT VERIFICATION, PLEASE ATTACH A VOIDED CHECK.

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

Print Form