



## **Request for Proposals No. 2024-013** **Waste Collection and Disposal Services**

**Due Date:** February 14, 2024  
**Time:** 11:00 AM EST  
**Receipt Location:** Union County Government Center  
Procurement Department  
500 N. Main Street, Suite 709  
Monroe, NC 28112  
(Note: Follow the submittal instructions listed in this document to electronically upload a proposal package – Section 2)

### **Procurement Contact:**

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## 1 NOTICE OF ADVERTISEMENT

### Union County, North Carolina Request for Proposals 2024-013 Waste Collection and Disposal 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 **11:00 AM EST on February 14, 2024**. Late submittals will not be accepted.

Union County, North Carolina, through the Union County Facilities Management Department is soliciting proposals from experienced and qualified firms to provide Waste Collection and Disposal Services.

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

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

All questions about the meaning or intent of the Proposal Documents are to be submitted in writing to the Procurement contact person listed on the cover page ([michael.high@unioncountync.gov](mailto:michael.high@unioncountync.gov)). Deadline for questions is on **January 31, 2024 at 2:00 PM EST**.

Union County 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 Solicitation Documents.

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

## 2 SUBMITTAL DETAILS

### 2.1 PROPOSAL SUBMISSION DEADLINE AND DELIVERY ADDRESS

All Proposal Submittals are to be received by the Union County Procurement Department no later than **11:00 AM EST on February 14, 2024**, per the instructions below. Any submittals received after this date and time shall be rejected without exception.

### 2.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <https://fpportal.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.**

**Submissions e-mailed directly to the Procurement Contact 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.

### 2.3 PROPOSAL QUESTIONS

Proposal questions will be due on or before **January 31, 2024 at 2:00 PM EST**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions in a Word Document or in the body of an email and send to Michael High at [michael.high@unioncountync.gov](mailto:michael.high@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](http://www.unioncountync.gov) and/or <https://evp.nc.gov>.

### 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 (hereafter the "County"), through its Facilities Management Department, is soliciting proposals from qualified contractors to provide Waste Collection & Disposal Services (hereafter, "the Services").

The County seeks proposals that reflect end-to-end full spectrum, efficient, and cost-effective solutions of handling Solid Waste/Debris Collection, Recycling and Disposal Services while reducing the overall costs associated with collection and disposal services. The Selected Firm (hereafter "Contractor") will provide for the collection and disposal of solid waste/debris, hereafter referred to as "waste", from all designated County facilities/locations in full compliance with any/all applicable laws.

The Contractor will demonstrate flexibility in accommodating new and changing requirements while providing reliable customer service. The Contractor will make assisting the County with its waste collection, recycling and disposal service needs a high priority.

## **3.2 COUNTY**

Union County, North Carolina (estimated population 237,477) 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.

The County currently operates twenty-one (21) locations that have solid waste, recycle, or C&D frontload dumpsters to be serviced (See Attachment 1).

## **SCOPE OF SERVICES**

### **3.3 CONTRACTOR MINIMUM REQUIREMENTS**

1. The Contractor shall furnish all labor, materials, vehicles, equipment, supervision and incidentals necessary to collect, transport, and dispose of waste and associated recyclables, from designated County facilities/locations in accordance

with all local, state, and federal regulations, policies and procedures, on a regularly scheduled basis determined by the County. Once the Contractor has initiated a haul, the Contractor is entirely responsible for the haul and contents within the haul in accordance with all applicable regulations, policies and procedures.

2. The Contractor shall coordinate all work with the County to prevent any disruption in service as rental/leased containers/dumpsters are being exchanged. The initial exchange of any rental/leased equipment at the beginning of any Agreement resulting from this RFP, along with the removal of equipment upon termination of service, will be provided at no cost to the County.
3. The Contractor shall own, maintain and service all equipment when requested to do so by the County. This equipment includes, but is not limited to, containers/dumpsters.
4. The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements and tracking of work in progress.
5. The Contractor shall perform all work in accordance with the requirements of all city and local sound and noise control ordinances.
6. The Contractor will be able to respond to irregularities in waste generation and/or special pick-up requests; by designated representatives of the County:
  - a. On the same day of such requests, if notified by 10:00 a.m., by no later than 4:00 p.m.
  - b. If notification occurs after 10:00 a.m., the Contractor will be able to respond by no later than 12:00 p.m. the next day.

### **3.4 GENERAL REQUIREMENTS**

1. The collection and disposal services of waste materials by the Contractor shall at no time adversely affect the County's daily operations.
2. The Contractor shall be responsible for planning and scheduling work to assure sufficient labor, materials, vehicles, equipment, supervision and incidentals necessary are available to complete all work within the County's specified time limits.
3. All services provided by the Contractor shall meet the minimum standards specified in this RFP and be accomplished in conformance with any/all applicable local, state, and federal standards or permits.
  - a. The County requires that all waste containers remain covered to prevent rainwater collection in containers and that all containers be sealed to prevent fluid discharge. The County does not allow containers to be washed or drained at any County site. All containers provided by the Contractor shall be provided with lids; self-closing lids will be provided wherever container locations permit. Containers provided by the Contractor

shall not have holes which could allow fluid discharge and all drains must be plugged. The Contractor shall not deliver containers to any designated County facility/location with damaged/defective lid closers or deficiency. The Contractor shall be responsible for identifying damages/deficiencies to containers, lids and lid closers, and reporting them to a designated representative of the County within 24 hours from discovery. The Contractor shall repair all identified damages/deficiencies within 14 calendar days following notification of a designated representative of the County.

- b. The Contractor shall be responsible for the identification and timely repair of damaged/defective rented /leased containers and equipment which could allow rainwater collection or fluid discharge. Any related infractions, or penalties associated with rented/ leased waste containers or equipment are the sole responsibility of the Contractor.
  - c. If the Contractor suspects a load is "Contaminated," the Firm(s) shall notify the County contact immediately of the following: material contaminated, and location.
4. When, in the opinion of the County, the quality of materials, equipment, supervision and/or workmanship put in place by the Contractor does not meet the standards specified herein, or as may be further specified by the County in writing, the Contractor shall immediately remove the non-conforming portion of the Services and replace it with material, equipment, supervision and/or workmanship which does meet the specified standards at no additional cost to the County.
  5. The Contractor shall thoroughly inspect all containers and equipment every six months to ensure they are in good working order. The inspection shall be scheduled ahead of time with the County and the County's designated representatives shall be invited to attend. Itemized results of the inspection shall be provided to the County in a timely manner.
  6. All Services provided by the Contractor shall be performed by personnel properly trained and qualified to perform waste collection and disposal services, as appropriate.
  7. The Contractor shall establish a designated representative who shall be thoroughly familiar with any Agreement resulting from this RFP, and have the authority to make day-to-day business decisions on behalf of the Contractor.  
  
The Contractor shall cooperate with the County concerning the scheduling of work, change of work locations due to classes, testing, or special events, and/or the performance of additional work. The Contractor shall promptly notify the County's designated representative if any change of work shall adversely affect the performance of the duties required by this RFP.
  8. All equipment and materials supplied by the Contractor shall comply with all applicable codes and industry standards related to the equipment and/or

materials. The County shall not be responsible for loss or damage of the Selected Firm's equipment, materials, supplies and/or tools.

9. Changes in Services with the Contractor may be added to or deleted with thirty days' written notice from the County at any time during the term of any Agreement resulting from this RFP.

The Contractor shall notify the County's designated representative immediately whenever damages to equipment and/or property occur while providing the Services described in this RFP. Damages shall be repaired as directed by the County and may be done at the expense of the Contractor. Damages caused by the Contractor negligence or malfeasance shall be repaired at no cost to the County.

### **3.5 SPECIFIC PERFORMANCE REQUIREMENTS**

1. The County requires the collection and disposal of the content of specifically sized waste removal equipment at the locations indicated in Attachment 1.
2. The days and hours for regularly scheduled pick-up service shall be from 7:30 p.m. to 7:30 a.m. and follow the pick-up schedule that appears on Attachment 1. Personnel from the Contractor shall be available during the hours for pick-up of any container missed or emergency situations.
  - a. If trash is piled around a container(s), the Contractor shall completely clean the area of all trash and be sure the area is neat and clean prior to re-setting the container(s). Drivers shall pick up any trash dropped during servicing of the container(s). The location of pick-up points may be changed at the discretion of the County only to ensure a satisfactory and practicable collection plan.
3. The Contractor shall submit one copy of each invoice. Each invoice will contain, at a minimum, the following information:
  - a. Purchase Order number;
  - b. Date(s) and description of service; and Itemized billing
4. The Contractor shall maintain a local office, telephone, and Operations/Account Manager ("Manager") during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. The Manager shall supervise all of the Contractor's activities and drivers, and must be readily accessible to the County to solve any problems that may arise.
5. The Contractor shall provide emergency telephone numbers for after hour's access to the Manager.
6. All containers, including spares, shall be washed and deodorized by the Contractor, inside and out, Semi-annually without additional cost to the County. The County reserves the right to request additional washing and deodorizing of containers at additional expense to the County. Containers may not be washed at



any County site. Containers may only be deodorized on site.

7. The Contractor's trash and refuse unit trucks shall be so constructed to service containers. The bodies of trucks shall be clean, completely enclosed, have an approved compacting system, and be so designed that there will normally be no spillage or fluid discharge of material either during loading or transporting. The entire unit must be able to approach each pick-up point and negotiate all roads and streets. The Contractor shall be responsible for the cleanup of any spillage and repair of any damages from its equipment which may occur. The Contractor shall notify the County of any necessary repairs or clean-up required that it observes during the conduct of daily business operations with the County. Trucks shall be radio/cell phone dispatched. Any equipment deemed unsightly by the County shall be *removed* from service and corrected by the Contractor, without any loss of service to the County and at no additional cost to the County. Trucks shall be maintained in mechanically sound condition and kept clean and at all times. The Contractor shall contact a designated representative of the County immediately if a truck suffers an accident, mechanical failure or breakdown in the process of servicing the County.
8. The Contractor shall not *move* containers from the original site unless approved in advance by a designated representative of the County.
9. The Contractor shall immediately report to the County's designated representative any condition which prevents the proper performance of the requirements of this RFP. Such information shall be evaluated by the County's designated representative who shall provide guidance to the Contractor.
10. Each element of the Services specified in this RFP is subject to inspection during the Contractor's operation and/or after completion of that element of service. Should any defective or unaccomplished work be brought to the attention of the Contractor by the County's designated representative or an inspector, the Contractor shall meet with the designated representative to discuss the work in question as early as mutually agreed and practical after notification of faulty performance. Work determined unsatisfactory by the County's designated representative after the discussion, or the Contractor's failure to discuss the work in question, shall constitute a breach of contract by the Contractor, and may result in termination of any Agreement resulting from this RFP.
11. Each dumpster shall be freshly painted. List the color you intend to provide, or standard color options that are available for the County to choose from. All dumpsters provided are to be painted the same color. Dumpsters shall have signage indicating the name of the waste hauler. Dumpsters shall be in good repair; no holes, no obvious dents or breaks, fully operational lids, doors and casters, freshly painted and with signage as outlined above.

## 4 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

### 4.1 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.

### 4.2 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.

### 4.3 PROPOSAL FORMAT

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

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit the proposal electronically – Refer to page 4, item 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 proposer’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’s 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.

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. Please initial any corrections.

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

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

**4.3.1 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)  
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."

#### **4.3.2 SECTION B – COMPANY BACKGROUND AND EXPERIENCE**

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

Provide a concise profile of the Proposer's organization to include the following:

- Corporate history, and number of years in business under the current organizational name, structure and services offered.
- Assets available to meet County service requirements.
- Is the bidder's organization involved in any pending litigation that may affect its ability to provide its products and services?
- Include copies of Industry Certification(s).

#### **4.3.3 SECTION C – COMPANY STAFF AND EXPERIENCE**

List the designated contact person's name, title, e-mail, and phone number for this project. Provide evidence of all required licenses, as well as those necessary to conduct business in the State of North Carolina.

Include summary resumes, years of experience and copies of licenses held by company staff assigned to Union County.

#### **4.3.4 SECTION D – REFERENCES**

- Provide, at a minimum, three (3) comparable clients with whom your firm has an established relationship similar to the Scope of Work outlined in this RFP and include the following:
- Company Name
- Contact Name and Title
- Address
- Phone Number
- Email Address
- Project name
- Length of Relationship

#### **4.3.5 SECTION E – PRICE FORM**

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

#### **4.3.6 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)

#### **4.4 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 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.

#### **4.5 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	35%
Company Staff Experience	40%
Price	15%
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 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 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 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.

**4.6 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.

#### **4.7 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.

## **5 GENERAL CONDITIONS AND REQUIREMENTS**

### **5.1 TERMS AND CONDITIONS**

The contract award may have an initial term of three (3) years with two (2) 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.

## **5.2 PRICE ADJUSTMENTS**

The Unit Pricing for the Initial Term shall be based upon the response to this solicitation. Price adjustments may be negotiated with the selected vendor at the time of renewal, based on the Producer Price Index by Industry: Material Recyclers: Recyclable Materials, Excluding Metals and Paper.

## **5.3 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).

## **5.4 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.

## **5.5 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.

## **5.6 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 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. 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.

## **5.7 EQUAL EMPLOYMENT OPPORTUNITY**

All Offerors 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.

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

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.

#### **5.9 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.

#### **5.10 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. Vendor/Offeror shall ensure that Offeror and any Sub-Contractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

#### **5.11 DRUG-FREE WORKPLACE**

During the performance of this Request, the Offeror agrees to provide a drug-free workplace for their 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 Offeror that the Offeror 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 Offeror/Offerors 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.

#### **5.12 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

**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 Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

**ADDITIONAL INSURANCE REQUIREMENTS**

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

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

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

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: \_\_\_\_\_  
Contract #: \_\_\_\_\_

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:  
  
Union County  
Attention: Keith A. Richards, Risk Manager  
500 N. Main Street, Suite #130  
Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not

limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

### **5.13 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.

## 6 ATTACHMENT 1 – LOCATION AND SERVICE SCHEDULE

**Scope of Work:** To furnish waste disposal containers and service per the schedule below:

Facilities Management					
Building	Address	Qty	Frequency	Service Days	Description
Union West Library	123 Unionville Indian Trail Rd W	1	1X Weekly	Tues	Frontload 4 YD - Solid Waste Service
Adult Probation	2630 Nelda Dr.	1	2X Weekly	Mon, Thur	Frontload 8 YD - Solid Waste Service
Main Library	316 E. Windsor St.	1	2X Weekly	Mon, Thur	Frontload 8 YD - Solid Waste Service
Main Library	316 E. Windsor St.	1	1X Weekly	Friday	Frontload 8 YD - Recycle Service
Ag Center	3230 Presson Rd.	2	5X Weekly	Mon, Tues, Wed, Thur, Fri	Frontload 8 YD - Solid Waste Service
Ag Center	3230 Presson Rd.			Additional pulls at a fixed price agreed upon by both parties	Frontload 8 YD - Solid Waste Service
UCPS Admin	400 N. Church St.	1	1X Weekly	Tues	Frontload 8 YD - Solid Waste Service
Animal Shelter	3340 Presson Rd.	1	1X Weekly	Friday	Frontload 8 YD - Solid Waste Service
Historic Post Office	407 N. Main St.	1	3X Weekly	Mon, Wed, Fri	Frontload 6 YD - Solid Waste Service
Government Center	500 N. Main St.	1	1X Weekly	Wed	Frontload 8 YD - Recycle Service
Government Center	500 N. Main St.	1	3X Weekly	Mon, Wed, Fri	Frontload 8 YD - Solid Waste Service
Patton Avenue	610 Patton Avenue	1	1X Weekly	Mon	Frontload 8 YD - Solid Waste Service
Farmers Market	805 Skyway Dr.	1	2X Weekly	Mon, Wed	Frontload 6 YD - Solid Waste Service
Human Services	2330 Concord Ave.	1	1X Weekly	Wed	Frontload 8 YD - Recycle Service
Human Services	2330 Concord Ave.	1	3X Weekly	Mon, Wed, Fri	Frontload 8 YD - Solid Waste Service
Operations Center	4600A Goldmine Rd	1	1X Weekly	Mon	Frontload 8 YD - Recycle Service
Operations Center	4600A Goldmine Rd	1	Every 2 Weeks	Wed	Frontload 20 YD Hook- C&D Service
Operations Center	4600A Goldmine Rd	1	1X Weekly	Mon	Frontload 8 YD - Solid Waste Service

Simpson Event Center	307 Cultivation Circle	1	2X Weekly	Mon, Thur	Frontload 8 YD - Solid Waste Service
Emergency Services Complex	2258 Concord Avenue	1	2X Weekly	Mon, Wed	Frontload 8 YD - Solid Waste Service
Emergency Services Complex	2258 Concord Avenue	1	1X Weekly	Wed	Frontload 8 YD - Recycle Service
Progress Building	1407 Airport Rd	1	3X Weekly	Mon, Wed, Fri	Frontload 8 YD - Solid Waste Service
Progress Building	1407 Airport Rd	1	1X Weekly	Friday	Frontload 8 YD - Recycle Service
Sheriff's Office Admin Building	3370 Presson Rd	1	1X Weekly	Tuesday	Frontload 8 YD - Solid Waste Service
Sheriff's Office Admin Building	3370 Presson Rd	1	1X Weekly	Tuesday	Frontload 8 YD - Recycle Service
South West Regional Library	1515 Cuthbertson	1	1X Weekly	Monday	Frontload 8 YD - Solid Waste
South West Regional Library	1515 Cuthbertson	1	1X Weekly	Friday	Frontload 8 YD - Recycle Service
Group Home	600 Honeysuckle Lane	1	1X Weekly	Monday	Frontload 4 YD - Solid Waste

Parks and Recreation					
Building	Address	Quantity	Frequency	Service Days	Description
Fred Kirby Park	3505 Faith Church Rd.	1	1X Weekly	Tues	Frontload 4 YD - Solid Waste Service
Cane Creek Park Maintenance Area	5213 Harkey Rd, Waxhaw	1	1X Weekly	Tues	Frontload 8 YD - Solid Waste Service
Cane Creek Park Maintenance Area	5213 Harkey Rd, Waxhaw	1	1X Monthly	Mon	30 Yard Roll-Off
Cane Creek Park Camping Area's	Cane Creek Rd.	2	1X Weekly	Tues	Frontload 8 YD - Solid Waste Service
Cane Creek Park Camping Area's	Cane Creek Rd.	5	1X Weekly	Tues	Frontload 4 YD - Solid Waste Service

Union County Water					
Building	Address	Quantity	Frequency	Service Days	Description
Yadkin Water Treatment Plant	3522 New Salem Rd	1	1X Weekly	Tues	Frontload 6 YD - Solid Waste Service

**7 APPENDIX A – PRICE FORM**

**RFP 2024-013 Waste Collection and Disposal Services**

**Submit with Proposal**

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

<b>Frequency</b>	<b><u>Container Size</u></b>	<b><u>Per Empty Cost</u></b>
<b><i>Solid Waste Empties</i></b>		
1XWeek	Frontload 4 YD.	\$
1XWeek	Frontload 8 YD.	\$
2XWeek	Frontload 6 YD.	\$
2XWeek	Frontload 8 YD.	\$
3XWeek	Frontload 6 YD.	\$
3XWeek	Frontload 8 YD.	\$
5XWeek	Frontload 8 YD.	\$
Additional Pulls - As Needed	Frontload 8 YD.	\$
<b><i>Recycle</i></b>		
1XWeek	Frontload 8 YD.	\$
<b><i>C&amp;DEmpties</i></b>		
Every 2 Weeks	Frontload 20 YD Hook	\$
<b><i>30 Yard Roll-Off</i></b>		
1Xmonthly	30 Yard Roll-Off	\$
<b>TOTAL COST:</b>		\$
<b>Company will use County Landfill for waste transfers (Yes or No):</b>		

## 8 APPENDIX B – PROPOSAL SUBMISSION

### RFP 2024-013 Waste Collection and Disposal Services

**Submit with Proposal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## 9 APPENDIX C – ADDENDUM AND ANTI-COLLUSION

### RFP 2024-013 Waste Collection and Disposal Services

#### Submit with Proposal

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on [unioncountync.gov](http://unioncountync.gov) and/or [www.ips.state.nc.us](http://www.ips.state.nc.us). It is your responsibility to check for this information.

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

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

Company Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

## 10 APPENDIX D – SAMPLE VENDOR PAYMENT NOTIFICATION

**RFP 2024-013 Waste Collection and Disposal Services**  
**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](http://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](http://www.unioncountync.gov) at any time to get a new form if your banking information changes. If the banking information changes and you do not notify us, it will delay receipt of payment for invoices.

If you wish to receive payment via the County's VISA card, please contact Heather Howey at 704-283-3539, or send an email to [ap@unioncountync.gov](mailto: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.

## 11 APPENDIX E – TEMPLATE CONTRACT

RFP 2024-013 Waste Collection and Disposal Services  
*Informational Purposes Only - Do not submit with proposal.*

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 N. Main Street, Monroe, NC 28112, hereinafter "Union," and [Contractor's full legal name], a [type of business (corporation, limited liability company, etc.) and state where incorporated], whose address is \_\_\_\_\_, hereinafter "Contractor."

WITNESSETH

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

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

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

1. **SERVICES PERFORMED.** Contractor agrees to perform the services as set forth in the attached Scope of Work [or, if the full RFP is to be attached as the scope of work, state the RFP number and full RFP title], which is incorporated herein by reference (hereinafter the "Services"), in accordance with the terms of this Agreement.
2. **FEE AND PAYMENT SCHEDULE.** Union shall pay Contractor [insert payment amount or rate] for performance of the Services. Contractor shall invoice Union on a monthly basis for Services performed, or upon such other schedule as may be agreed upon by the parties. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Division. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.
3. **TERM AND TERMINATION.** The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of [insert agreement time length] (the "Initial Term"). [The following sentence to be used only if renewals might be needed or desired, and then only if the RFP lists the possible number of renewals. If the contract is just for a single term, this sentence may be deleted.] Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement for up to \_\_\_\_ [number of possible additional terms, as stated in the RFP] additional \_\_\_\_ [number of years in each renewal term]-year terms, each a "Renewal Term," upon written notice to the Contractor. Union may terminate this Agreement at any time, without cause, upon provision of ten (10) days' written notice to Contractor. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by Union.
4. **OWNERSHIP OF DOCUMENTS.** All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement ("the Documents"), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

5. INSURANCE. The attached Exhibit A, Insurance Requirements, is incorporated herein by reference.

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

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

8. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

9. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

10. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

11. UNION NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

12. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

13. ASSIGNMENT. Neither Union nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

14. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

15. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

16. APPLICABLE LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

17. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties, or their respective successors in interest.

18. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

19. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

20. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

*[Signatures follow on the next page.]*

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals, and have caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

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

[Contractor's Full Legal Name]

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

Approved as to Legal Form \_\_\_\_\_

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

\_\_\_\_\_  
Deputy Finance Officer