



## Invitation for Bid No. 2024-074 Detention Center Rooftop HVAC Replacements

**Due Date:** May 7, 2024  
**Time:** 2:00 PM Local Time  
**Submittal Location:** Union County Government Center  
Procurement Department  
500 N. Main Street, Suite 709  
Monroe, NC 28112

### **Non-Mandatory Pre-Bid Conference & Site Visit**

**Date:** April 24, 2024  
**Time:** 10:00 AM Local Time  
**Location:** Union County Detention Center  
3344 Presson Road, Room 156  
Monroe, NC 28112

### **Procurement Contact:**

Vicky Watts, CLGPO  
Senior Procurement Specialist  
704.283.3601  
[vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov)

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# Contents

<b>1</b>	<b>Notice of Advertisement.....</b>	<b>4</b>
<b>2</b>	<b>Bid Submission .....</b>	<b>5</b>
2.1	BID SUBMISSION DEADLINE .....	5
2.2	BID DELIVERY REQUIREMENTS .....	5
2.3	NON-MANDATORY PRE-BID CONFERENCE AND SITE VISIT .....	5
2.4	BID QUESTIONS .....	6
2.5	BID ADDENDUM .....	6
2.6	COMMUNICATION.....	6
<b>3</b>	<b>Introduction.....</b>	<b>6</b>
3.1	COUNTY .....	6
3.2	INTRODUCTION.....	6
<b>4</b>	<b>Scope of Work.....</b>	<b>7</b>
<b>5</b>	<b>Specifications.....</b>	<b>7</b>
5.1	WARRANTY.....	8
5.2	“LIKE” MODEL.....	8
5.3	WARRANTY OF WORK.....	8
5.4	INFORMATION PROVIDED BY BIDDER.....	8
5.5	ATTACH TO BID.....	8
5.5.1	Product Specifications.....	8
5.5.2	References.....	9
5.5.3	Subcontractor.....	9
5.6	MANUFACTURERS’ NAMES .....	9
5.7	DEVIATIONS .....	9
5.8	DELIVERY AND CHARGES.....	9
5.9	DELIVERY LOCATION .....	9
5.10	CLEANUP.....	10
<b>6</b>	<b>Evaluation of Bids and Award Procedures .....</b>	<b>10</b>
6.1	BID INFORMATION.....	10
6.2	TERMS OF SUBMISSION.....	10
6.3	AWARD .....	11
6.3.1	<i>Sheriff’s Office Requirements</i> .....	11
6.4	APPLICATION OF NORTH CAROLINA GENERAL STATUTES.....	11
<b>7</b>	<b>General Conditions and Requirements .....</b>	<b>11</b>
7.1	MINIMUM REQUIREMENTS FOR BIDDERS .....	11
7.2	TERMS AND CONDITIONS.....	12
7.3	TAXES .....	12
7.4	IFB EXPENSES.....	13
7.5	CERTIFICATION .....	13
7.6	FINANCIAL INFORMATION .....	13
7.7	MATERIALS APPROVAL.....	14
7.8	CONTRACTUAL OBLIGATIONS.....	14
7.9	COMPLIANCE WITH LAWS .....	14
7.10	SUBCONTRACTOR DISCLOSURE.....	14
7.11	EXCEPTION TO THE IFB .....	15
7.12	MODIFICATION OR WITHDRAWAL OF BID .....	15
7.13	CONTRACT COMMENCEMENT .....	15
7.14	DISPUTES.....	15
7.15	EQUAL EMPLOYMENT OPPORTUNITY .....	15

7.16	MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE) .....	15
7.17	LICENSES.....	16
7.18	E-VERIFY .....	16
7.19	DRUG-FREE WORKPLACE .....	16
7.20	INSURANCE .....	16
7.21	INDEMNIFICATION .....	19
<b>8</b>	<b>Appendix A – Bid Form.....</b>	<b>20</b>
<b>9</b>	<b>Appendix B – Bid Submission Form.....</b>	<b>21</b>
<b>10</b>	<b>Appendix C – Addendum and Anti-Collusion Form.....</b>	<b>22</b>
<b>11</b>	<b>Appendix E - Sample Tax Form.....</b>	<b>23</b>
<b>12</b>	<b>Appendix F – Sample Non-Disclosure Agreement.....</b>	<b>24</b>
<b>13</b>	<b>Appendix G – Template Contract.....</b>	<b>25</b>

## 1 NOTICE OF ADVERTISEMENT

### Union County, North Carolina IFB No. 2024-074 Detention Center Rooftop HVAC Replacements

Sealed bids for Detention Center Rooftop HVAC Replacements will be received by the Union County Procurement Department *until 2:00 PM* local time on **May 7, 2024** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112 at which time the bids will be opened and read. **Late bids will not be accepted.**

If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “**BID ENCLOSED – 2024-074**” and shall be addressed to Union County Procurement Department, Attn: Vicky Watts, 500 North Main Street, Suite 709, Monroe, NC 28112.

Union County, North Carolina, through Facilities Management, is soliciting bids from qualified companies for Detention Center Rooftop HVAC Replacements as described in this solicitation.

This solicitation may be examined at the Union County Government Center, Procurement and Contract Management Department, 500 North Main Street, Suite 709, Monroe, NC 28112, Monday through Friday between the hours of 8:00 am and 5:00 pm. Copies of the solicitation may be obtained from the locations listed below free of charge:

1. Download the Solicitation 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 eVP website:  
<https://evp.nc.gov/solicitations/> (Search County of Union)

A Non-Mandatory, Pre-Bid Conference & Site Visit will be held on **April 24, 2024 at 10:00 AM Local Time** at the Union County Detention Center, 3344 Presson Road, Room 156, Monroe, NC 28112. Representatives from Facilities Management will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page ([vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov)). Deadline for questions is **April 26, 2024 at 5:00 PM** local time.

Bidders must have a H2 HVAC Contractors License or greater in the State of North Carolina, as set forth under Article 1 of Chapter 87-21 of the North Carolina General Statutes. The Contractor's North Carolina H2 HVAC License number shall be provided.

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

The County reserves the right to reject any and/or all bids, including, without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The County also reserves the right to waive informalities and request clarification as needed.

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

## 2 BID SUBMISSION

### 2.1 BID SUBMISSION DEADLINE

Sealed bids are to be received by the Union County Procurement Department for Detention Center Rooftop HVAC Replacements until **May 7, 2024 at 2:00 PM Local Time** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112 at which time the bids will be opened and read. **Late bids will not be accepted.**

### 2.2 BID DELIVERY REQUIREMENTS

All Bids must be in a sealed box or opaque envelope plainly marked as follows:

[Name of Firm Submitting Bid]

IFB No. 2024-074

Detention Center Rooftop HVAC Replacements

Attention: Vicky Watts

**Your company name and the solicitation number must be visible on the delivery box/envelope.** Ship, Mail, or Hand Deliver to the following address:

Union County Government Center

**Procurement Department**

500 North Main Street, Suite 709

Monroe, NC 28112

Attention: Vicky Watts

*Electronic (email) or facsimile submissions will not be accepted.*

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

Union County reserves the right to reject any or all Bids, to waive technicalities and to make such selection deemed in its best interest. Union County, at its sole discretion, reserves the right to supplement, amend, substitute or otherwise modify this IFB at any time, to cancel this IFB with or without the substitution of another IFB, and to issue additional request for information.

### 2.3 NON-MANDATORY PRE-BID CONFERENCE AND SITE VISIT

A Non-Mandatory Pre-Bid Conference will be held on **April 24, 2024 at 10:00 AM Local Time** at the Union County Detention Center, 3344 Presson Road, Monroe, NC 28112. Representatives from Facilities Management will be on-hand to give a brief overview of the project and to answer questions. Although attendance at this meeting is not mandatory, it is strongly encouraged.

## 2.4 BID QUESTIONS

Bid questions will be due on or before **April 26, 2024 at 5:00 PM** local time. The primary purpose of this is to provide participating Bidders with the opportunity to ask questions, in writing, related to the IFB.

Submit questions by email to Vicky Watts at [vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov) by the deadline shown above. (Do not send question in a graph or Excel sheet format.) *The email subject line should be identified as follows: IFB 2024-074 Detention Center Rooftop HVAC Replacements*. All questions and answers may be posted as addenda on the County Website and the North Carolina eVP Website as indicated on the Advertisement Page of this solicitation.

## 2.5 BID ADDENDUM

Union County may modify the IFB prior to the date fixed for submission of Bids by the issuance of an addendum. Should an Offeror find discrepancies or omissions in this IFB, or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

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

## 2.6 COMMUNICATION

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

# 3 INTRODUCTION

## 3.1 COUNTY

Union County, North Carolina (population 247,058) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

## 3.2 INTRODUCTION

Union County, North Carolina, through Facilities Management, is soliciting bids from qualified companies for Detention Center Rooftop HVAC Replacements as described in this solicitation.

## 4 SCOPE OF WORK

Union County requires removal, disposal, and replacement of seven (7) existing Rooftop HVAC units with “like” models:

Year	Make	Model	Serial Number	Tonnage
2008	Trane	YCD150B4HC	842100279D	12.5
2008	Trane	YCD150B4HC	842100746D	12.5
2008	Trane	YCD150B4HC	842101423D	12.5
2008	Trane	YCD150B4HC	842101552D	12.5
2008	Trane	YCD150D4HA	842100614D	12.5
2009	Trane	YSC060E4EH	111312696L	5
2009	Trane	YSC060E4EH	111312704L	5

Provide and install new Trane or “like model” five (5) YCD150 12.5-ton and two (2) YSC060 5-ton RTU HVAC units including by not limited to Curb Adaptors 0-100% economizer and the following:

DX Cooling / Gas Heat  
Standard Efficiency  
R-410A  
460/60/3  
Symbio 700  
Low Gas Heat  
Powered convenience outlet  
Economizer, DB with Barometric Relief  
Standard Panels with 2-in Pleated MERV 8 Filter  
Advanced Controls and BACnet BAS

Pricing indicates a full Turnkey project, including but not limited to engineering, management, equipment, testing adjusting and balancing.

Any space limitations, electrical or duct connection modifications required for the units shall be the contractor’s responsibility. Cut sheets of the proposed equipment shall be submitted with bid.

## 5 SPECIFICATIONS

All Products and component parts furnished under the Contract shall be new, shall comply with the specifications and terms and conditions set forth in this IFB, and shall operate in full compliance with these Specifications. Pricing indicates a full Turnkey project, including but not limited to engineering, management, equipment, testing adjusting and balancing.

- All work to be performed during normal business hours: 8:00 am to 5:00 pm, Monday – Friday. Work on County’s holidays is not permitted.
- Provide full project management and project scheduling with updates.
- Provide all permits, insurance, and licenses.
- Lock out tag out electrical and make ready for demolition and removal of equipment.
- Remove and properly dispose of all equipment and refrigerants according to EPA guidelines.

- Provide new return grille and duct as needed for the upgraded unit (main trunk duct to remain).
- Provide new supply grille in hallway and duct as needed for the upgraded unit (main trunk duct to remain).
- Relocate thermostat from kitchen to hallway.
- Provide all crane and rigging.
- Disconnect and reconnect electrical, provide load side new disconnect, conduit and conductors.
- Disconnect and reconnect control wiring.

## 5.1 WARRANTY

- Units shall have a one-year parts, labor, and refrigerant on all components.
- Unit Compressors shall have a five-year parts and labor warranty.
- Gas heat exchangers shall carry a 10-year warranty.

## 5.2 “LIKE” MODEL

If a “like” model is being proposed, please email complete product specifications to Vicky Watts, [vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov), no later than **5:00 PM local time on April 26, 2024**. The email subject line should read: “Like Model” for IFB 2024-074 Detention Center Rooftop HVAC Replacement. After review by County staff, the decision to accept or reject the proposed “Like” Model will be issued by Addendum.

## 5.3 WARRANTY OF WORK

The Contractor warrants that all Work shall be new and of good quality and performed in a good and workmanlike manner. Contractor shall, at its own expense, at the request of Union County, promptly replace or repair any defective or deficient Work for a period of one year after completion of Work. The express warranty contained in this section shall not diminish any of Union County’s rights against Contractor with respect to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct Work.

## 5.4 INFORMATION PROVIDED BY BIDDER

The Bidder will provide the following on Appendix A – Bid Form:

1. Description
2. Manufacturer
3. Model
4. Warranty
5. Licensure

## 5.5 ATTACH TO BID

### 5.5.1 PRODUCT SPECIFICATIONS

Provide product technical data/specification documents (cut sheets). Please do not include any sales or marketing brochures.



### **5.5.2 REFERENCES**

Bidders shall provide 3 references for similar projects to include:

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

### **5.5.3 SUBCONTRACTOR**

If subcontractors are to be used on this project, please provide the following:

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

### **5.6 MANUFACTURERS' NAMES**

Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for purpose of description and establishing general quality levels. Such references are not intended to be restrictive and equivalent products of any manufacturer may be offered. Determination of equivalency shall rest solely with the County.

### **5.7 DEVIATIONS**

Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that products offered will be in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. Deviations must be explained in detail on an attached sheet. However, no implication is made by Union County that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

### **5.8 DELIVERY AND CHARGES**

All prices quoted shall include all delivery and/or freight charges to addresses specified in this document or other address specified on a Purchase Order. No additional freight shall be charged at time of delivery. Risk of loss and/or damage shall be upon the seller until such time as goods have been physically delivered and received by the County.

### **5.9 DELIVERY LOCATION**

Deliveries shall be FOB Destination to the address shown below:

Union County Detention Center  
3344 Presson Road  
Monroe, NC 28112

## 5.10 CLEANUP

Contractor shall keep its work areas clean of debris and excess materials, and at the end of each day will leave its work areas in broom-clean condition. If Contractor fails to clean up as required herein, Union may clean up and deduct the cost from Contractor's payment.

## 6 EVALUATION OF BIDS AND AWARD PROCEDURES

### 6.1 BID INFORMATION

Bids must be made in strict conformance using the Invitation for Bid (IFB) forms provided herein. All blank spaces for bids must be filled in properly. Numbers must be written in ink or typewritten, and the completed forms shall be without erasures, lineation, or alterations. In accepting the bid, the County will assume that no alterations have been made, and if they appear afterward, they shall not be binding on the County.

All Bid Documents shall be signed by an individual who is authorized to contractually bind the company. The signature must indicate the title or position the individual holds in the agency or firm. Agencies or firms which sign contracts with the name of the agency or firm must provide the name of a corporate officer or executive director for signature validation by the County. **All unsigned Bids will be disqualified.** In submitting a Bid, Offeror affirms all statements contained in the bid are true and accurate.

### 6.2 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.

### **6.3 AWARD**

The award shall be made to the lowest responsive, responsible bidder, taking into consideration quality, performance, and the time specified in the bid for the performance of the contract

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

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

The award document may incorporate, by reference, all the requirements, terms and conditions of the solicitation and the Bidder's Bid as negotiated.

The County shall have a period of 120 days after opening of Bids in which to award the contract. A Contract shall serve as the agreement for the purpose of this award. Contents of the Bid shall become contractual obligations if a contract ensues. Failure of the Bidder to honor these obligations may result in cancellation of the award.

#### **6.3.1 SHERIFF'S OFFICE REQUIREMENTS**

A background check with a list of tool requirements and a Non-Disclosure Agreement (Appendix F) must be submitted before any work can begin.

### **6.4 APPLICATION OF NORTH CAROLINA GENERAL STATUTES**

The General Statutes of North Carolina regarding purchasing and competitive bidding (G.S. § 143-129) are made a part herein and will govern the bidding process as applicable.

## **7 GENERAL CONDITIONS AND REQUIREMENTS**

### **7.1 MINIMUM REQUIREMENTS FOR BIDDERS**

Bids shall be considered only from companies normally engaged in providing the type of installations specified in this solicitation. Union County, in its discretion, shall determine whether the evidence of responsibility and ability to perform is satisfactory.

The Bidder should have previous experience in the performance of projects of a similar nature to ensure timely and efficient completion of this project.

The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience, to undertake the services required. The Offeror shall also certify that

insurance coverage that meets or exceeds industry standards for this type of work will be in force to mitigate risk during performance under the contract.

## 7.2 TERMS AND CONDITIONS

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

The County reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of Union County to execute a final, binding Contract with the successful Offeror which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project of this magnitude.

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

## 7.3 TAXES

Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on it employees and operations. Contractor shall substantiate, on demand by Union County, that all taxes and other charges are being properly paid.

Pursuant to N.C.G.S 105-164.14, Union County is eligible for sales and use tax refunds on all material which become a permanent part of the construction. Contractor agrees to provide Union County such documentation as may be necessary to meet the requirements of the North Carolina Department of Revenue regarding requests for refund of sales and use taxes. Such requirements include those described in the North Carolina Department of Revenue Sales and Use Tax Technical Bulletins 18-2(F) outlined below:

To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures, and equipment by a contractor, Union County must secure from a contractor certified statements setting forth the specific required information. A "certified statement" is a statement signed by a Contractor's Union, a corporate officer of a contractor, or an employee of a contractor who is authorized to provide information set forth in the statement. The certified statement must include all of the following information:

- a. The date the property was purchased;
- b. The type of property purchased;
- c. The cost of property purchased and the amount of sales and use taxed paid thereon;
- d. The vendor from whom the property was purchased;
- e. The project for which the property was purchased;
- f. If the property was purchased in the State of North Carolina, the county to which it was delivered, or, if the property was not purchased in the State of North Carolina, the county in which the property was used;
- g. The invoice number of the purchase.

In the event Contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total

amount of the invoices, and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from Contractor's warehouse stock and the amount of State and local sales or use tax paid thereon by Contractor. Any local sales or use taxes included in Contractor's statements must be shown separately from the State sales or use taxes. Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by Contractor for use in performing the Contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by N.C.G.S. § 105-164.14(c).

Examples of property on which sales or use tax has been paid by Contractor and which shall not be included in Contractor's certified statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals. Similar certified statements by Subcontractors must be obtained by Contractor and furnished to Union.

Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to Union. Union is the recipient of sales tax refunds, and no such funds shall be provided to Contractor, or claim made by Contractor.

A sample tax form is provided in [Appendix E](#).

#### **7.4 IFB EXPENSES**

Expenses for developing the bids are entirely the responsibility of the vendor and shall not be chargeable in any way to the County.

#### **7.5 CERTIFICATION**

In response to the IFB Request, the Contractor certifies the following:

- This bid is signed by an authorized representative of the firm;
- It can obtain insurance certificates as required within ten (10) calendar days after notice of award;
- All labor costs, direct and indirect, have been determined and included in the proposed cost; and
- The potential Contractor has read and understands the conditions set forth in this solicitation.

#### **7.6 FINANCIAL INFORMATION**

The Bidder must have the following financial information readily available and have the ability to provide it to the County, without exception, within twenty-four (24) hours upon request during the bid certification process:

1. Annual audited financial reports for the past five (5) fiscal years;
2. Credit reports, credit bulletins, bank and vendor references, and any other
3. published statements by agencies that have been issued or published about the entity within the past five (5) years;

4. Indicate whether the Company (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years;
5. Provide a description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Bidder's financial position or ability to provide service to the County.

## **7.7 MATERIALS APPROVAL**

All products or materials required for the successful completion of the Scope of Work must be approved by the Union County Project Manager.

## **7.8 CONTRACTUAL OBLIGATIONS**

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

## **7.9 COMPLIANCE WITH LAWS**

Seller represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations and the Occupational Safety and Health Acts.

## **7.10 SUBCONTRACTOR DISCLOSURE**

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

A contractor whose Bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (a) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or nonresponsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (b) with the approval of the awarding authority for good cause shown by the contractor. The terms, conditions, and requirements of each contract between Contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the Contract between Contractor and Owner. Failure to include this list of subcontractors may cause a Bid to be rejected as nonresponsive by Owner.

If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

#### **7.11 EXCEPTION TO THE IFB**

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 IFB. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this IFB. Other than exceptions that are stated in compliance with this Section, each Bid shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this IFB. 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.

#### **7.12 MODIFICATION OR WITHDRAWAL OF BID**

Prior to the scheduled closing time for receiving bids, any Contractor may withdraw his bid. After the scheduled closing time for receiving bids, no bid may be withdrawn for 90 days. Only written requests for the modification or correction of a previously submitted bid that are addressed in the same manner as bids and are received by the County prior to the closing time for receiving bids will be accepted. The bid will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked “Modification of Bid.” Oral, telephone or fax modifications or corrections will not be recognized or considered.

#### **7.13 CONTRACT COMMENCEMENT**

Commencement of a contract shall not begin prior to all necessary County approvals, including County Commission approval where required, and receipt of a County Purchase Order. Commencement of a contract without these approvals is solely at the Bidder’s own risk and is likely to result in no payment for services performed or goods received.

#### **7.14 DISPUTES**

In case of any doubt or differences of opinion as to the services to be furnished hereunder, the decision of the County shall be final and binding upon both parties.

#### **7.15 EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **7.16 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.

### **7.17 LICENSES**

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

### **7.18 E-VERIFY**

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

### **7.19 DRUG-FREE WORKPLACE**

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

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

### **7.20 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**

(for any agreement unless otherwise waived by the Risk Manager)

Statutory limits (where contractor has three or more employees) 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  
\$5,000 Medical Expense 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  
(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. POLLUTION LIABILITY INSURANCE  
(for any agreement involving the clean-up or transportation of pollutants)

\$1,000,000 Claims Made

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

- F. 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 Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

- G. Builder's Risk  
(for any agreement involving above ground construction projects)  
Amount of Contract

## 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  
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.

#### **7.21 INDEMNIFICATION**

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

*--Intentionally Left Blank--*

## 8 APPENDIX A – BID FORM

### IFB No. 2024-074 Detention Center Rooftop HVAC Replacements

**SUBMIT WITH BID**

This Bid Form must be completed in its entirety, signed by an executive of the company that has authority to contract with Union County, NC, and submitted with bid. Failure to complete the following form(s) shall result in your Bid being deemed nonresponsive and rejected without any further evaluation.

Based on the Scope of Work, Specifications and instructions provided in this solicitation, provide a Turn-Key Total Lump Sum bid to complete the project as described. The Total Lump Sum includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for the complete project outlined in this solicitation.

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

Current Model	Replacement Description Year, Make, Model	Number of Units	Cost per Unit	Extended Cost
2008 Trane, Model No. YCD150B4HC 12.5T		5		
2009 Trane, Model No. YSC060E4EH 5T		2		
<b>Bid Total:</b>				<b>\$</b>

**Provide the following information:**

H2 HVAC Contractor's License Number: \_\_\_\_\_

Secretary of State ID Number \_\_\_\_\_

**Attachments to this Bid:**

The following items are submitted and made a condition of this Bid:

- List of Proposed Subcontractors.
- List of Proposed Suppliers.
- Warranty – Minimum warranty outlined in Section 5.1 of this solicitation.
- Technical Data/Specification Documents (cut sheets).

**9 APPENDIX B – BID SUBMISSION FORM**

**IFB No. 2024-074 Detention Center Rooftop HVAC Replacements**

**SUBMIT WITH BID**

***This Bid is submitted by:***

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

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

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

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

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

City/State/Zip: \_\_\_\_\_

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

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

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

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

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

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

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

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

**10 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM**

**IFB No. 2024-074 Detention Center Rooftop HVAC Replacements**

**SUBMIT WITH BID**

Please acknowledge receipt of all addenda by including this form with your Bid. Any questions or changes received will be posted as an addendum on [www.co.union.nc.us](http://www.co.union.nc.us) 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 Bid is made in good faith and without collusion with any other offeror or officer or employee of Union County.**

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

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

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

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

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

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

**11 APPENDIX E - SAMPLE TAX FORM**

**IFB No. 2024-074 Detention Center Rooftop HVAC Replacements**

**Do Not Submit with Bid**

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

**North Carolina Sales Tax**  
(Paid During This Estimate Period)

Project \_\_\_\_\_ Project Location \_\_\_\_\_ County \_\_\_\_\_ Estimate No. \_\_\_\_\_

Contractor \_\_\_\_\_ Period Ending \_\_\_\_\_

Date	Vendor	Invoice Number	Invoice Amount	State Tax	County Tax	Transit Tax	Total Tax	County
<b>TOTALS</b>								

I certify that the above listed vendors were paid sales tax upon purchases of building materials during the period covered by the construction estimate, and the property upon which such taxes were paid with or will be used in the performance of this contract. No tax on purchases or rentals of tools and/or equipment is included in the above list. All of the material above became a part of or is annexed to the building or structure being erected, altered or repaired.

\_\_\_\_\_ County, North Carolina

Signed and sworn to (or affirmed) before this day by \_\_\_\_\_  
(name of principal) \_\_\_\_\_  
(signature of principal)

Date: \_\_\_\_\_  
 \_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
(Notary's printed or typed name, Notary Public)      (Official Seal)      My commission expires: \_\_\_\_\_



## 12 APPENDIX F – SAMPLE NON-DISCLOSURE AGREEMENT

IFB No. 2024-074 Detention Center Rooftop HVAC Replacements

**Do Not Submit with Bid**

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

**TEMPLATE**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_(name), an employee, agent, or representative of \_\_\_\_\_(contractor or subcontractor), have been assigned to work on all or a portion of a construction project at the Union County Jail (the "Jail"). I understand that the Jail is a secure facility. I also understand that in the course of my work on this project I may encounter or need to use technical data, drawings, equipment, or systems of the Jail which are confidential in nature.

In order to be permitted to perform work at the Jail under the construction agreement between \_\_\_\_\_(contractor) and Union County, I agree to keep strictly confidential all information I may see or learn about the Jail infrastructure, equipment, and technical systems, as well as any other information which the Sheriff's Office designates as confidential security information and which is not otherwise a public record pursuant to applicable law (collectively referred to as the "Confidential Information"). I will not use, publish, divulge, or otherwise reveal or allow to be revealed any such Confidential Information to any person outside of the Sheriff's Office or Union County Government, except to another person authorized to perform work on the construction project, or with the prior written consent of the Union County Sheriff's Office, or if required by applicable law. I will refrain from any action or conduct which might reasonably or foreseeably be expected to compromise the confidentiality of the Confidential Information. I will not remove any Confidential Information from the premises of the Jail without the express written permission of the Union County Sheriff or Chief Deputy Sheriff.

Notwithstanding anything in this agreement to the contrary, upon completion of the construction project to which I was assigned or my ceasing work on the project, whichever occurs first, I agree to promptly deliver to the Union County Sheriff's Office all records, notes, and other written, printed or tangible materials in my possession pertaining to the Confidential Information.

I understand that violating this agreement could cause damage to Union County and the Union County Sheriff's Office. I understand and agree that Union County, in addition to any other rights or remedies which it may have, shall be entitled to an injunction restraining me from violating or continuing any violation of this agreement or any of my statutory or common law duties.

I have signed this agreement under seal and on the date and year written below.

By: \_\_\_\_\_(SEAL)

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

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

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

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

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

## 13 APPENDIX G – TEMPLATE CONTRACT

IFB No. 2024-074 Detention Center Rooftop HVAC Replacements

**Do Not Submit with Bid**

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

1. AGREEMENT. This agreement (“Agreement”) is entered into on \_\_\_\_\_, by and between UNION COUNTY, a political subdivision of the State of North Carolina (“Union”), and [Contractor’s full legal name], (“Contractor”), whose business address is \_\_\_\_\_.

2. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor in all its activities pursuant to this Agreement. Neither Contractor nor any of its employees are to be considered Union's employee or agent for any purpose including, but not limited to, the accrual of any employee benefits. Contractor is not authorized to represent Union or otherwise bind Union in any dealings between Contractor and third parties. Any employees furnished by Contractor under this Agreement shall be deemed to be Contractor's employees exclusively.

3. SCOPE OF THE WORK. Contractor shall furnish all labor, equipment, tools, materials, supplies, transportation, tests and supervision required to complete in a workmanlike manner the work described in the [Scope of Services or if attaching the full IFB, state the IFB # and the IFB title], which is attached hereto and incorporated herein by reference (“Work”). Union is not financially committed by this agreement to purchase any minimum amount of services.

4. PERIOD OF PERFORMANCE. This Agreement shall commence as of the date first written above and shall continue until the earlier of the completion and acceptance of the Work or \_\_\_\_\_ [total maximum time period from execution of the Agreement]. Contractor shall promptly commence Work and shall achieve [substantial or final (whichever is used in the solicitation/bid form)] completion of the Work within \_\_\_\_\_ ( ) days from Contractor’s receipt of notice to proceed from Union.

5. PAYMENT FOR WORK. Union shall pay Contractor [state the lump sum or hourly rate or unit pricing] for Work, as set forth in the Contractor’s bid, which is attached hereto and incorporated herein by reference. Payment for work satisfactorily completed shall be made within thirty (30) days of receipt of invoice by Union’s finance office. Contractor shall submit documentation supporting its entitlement to payment as required by Union, and Union shall have no obligation to pay Contractor unless and until Union has received such documentation. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

6. LICENSING REQUIREMENTS. Contractor represents and warrants that it is and shall remain properly licensed at all times in the performance of Work.

7. PERMITS AND LICENSES. Unless otherwise agreed in writing in advance by Union, Contractor shall obtain and pay for all licenses and permits that are required for it to perform Work.

8. COMPLIANCE WITH LAWS/COMPLIANCE WITH RULES AND POLICIES OF UNION. In performing the services pursuant to this Agreement, Contractor shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Contractor also shall comply with all rules and policies of Union.

9. INSURANCE. Contractor shall comply with the insurance requirements set forth in Exhibit A, attached and incorporated herein by reference.

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.

10. TAXES. Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Contractor shall substantiate, on demand by Union, that all taxes and other charges are being properly paid.

Pursuant to N.C.G.S. § 105-164.14, Union is eligible for sales and use tax refunds on all materials which become a permanent part of the construction. Contractor agrees to provide Union such documentation as may be necessary to meet the requirements of the North Carolina Department of Revenue regarding requests for refund of sales and use taxes. Such requirements include those described in the North Carolina Department of Revenue Sales and Use Tax Technical Bulletins § 18-2(F), outlined below:

To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures, and equipment by a contractor, Union must secure from a contractor certified statements setting forth the specific required information. A "certified statement" is a statement signed by a contractor's Union, a corporate officer of a contractor, or an employee of a contractor who is authorized to provide information set forth in the statement. The certified statement must include all of the following information:

- a. The date the property was purchased;
- b. The type of property purchased;
- c. The cost of property purchased and the amount of sales and use taxed paid thereon;
- d. The vendor from whom the property was purchased;
- e. The project for which the property was purchased;
- f. If the property was purchased in the State of North Carolina, the county to which it was delivered, or, if the property was not purchased in the State of North Carolina, the county in which the property was used; and
- g. The invoice number of the purchase.

In the event Contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total

amount of the invoices, and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from Contractor's warehouse stock and the amount of State and local sales or use tax paid thereon by Contractor. Any local sales or use taxes included in Contractor's statements must be shown separately from the State sales or use taxes. Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by Contractor for use in performing the Contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by N.C.G.S. § 105-164.14(c). Examples of property on which sales or use tax has been paid by Contractor and which shall not be included in Contractor's certified statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals. Similar certified statements by Subcontractors must be obtained by Contractor and furnished to Union.

Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to Union. Union is the recipient of sales tax refunds and no such funds shall be provided to Contractor, or claim made by Contractor therefor.

11. **WARRANTY OF WORK.** Contractor warrants that all Work shall be new, unless otherwise agreed in this Agreement, and of good quality and performed in a good and workmanlike manner. Contractor shall, at its own expense, at the request of Union, promptly replace or repair any defective or deficient Work for a period of one year after completion of Work. The express warranty contained in this section shall not diminish any of Union's rights against Contractor with respect to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct Work.

12. **SAFETY.** Contractor shall establish and enforce safe working procedures at all times during its performance of Work in accordance with all federal, state and local laws, ordinances, rules and regulations pertaining to safety.

13. **AGE LIMITS.** No employee of Contractor under the age of 18 shall be permitted on property owned or leased by Union.

14. **CLEANUP.** Contractor shall keep its work areas clean of debris and excess materials, and at the end of each day will leave its work areas in broom-clean condition. If Contractor fails to clean up as required herein, Union may clean up and deduct the cost from Contractor's payment.

15. **LIABILITY.** 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.

16. [Include this section only if required by the IFB. If not required by IFB, delete this section and insert the word "RESERVED" in its place.] PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to Union performance and payment bonds, each in an amount at least equal to the lump sum stated in Section 5 herein, as security for the faithful performance and payment of all of Contractor's obligations under this Agreement. The bonds shall remain in effect until one year after the date when final payment becomes due.

17. [Include this section only if required by the IFB. If not required by IFB, delete this section and insert the word "RESERVED" in its place.] LIQUIDATED DAMAGES. Contractor and Union recognize that time is of the essence and that Union will suffer financial loss if the Work is not completed within the times specified in Section 4 herein. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Union if the Work is not completed on time. Accordingly, instead of requiring any such proof, Union and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Union \_\_\_\_\_ for each day that expires after the time specified in Section 4 herein for substantial completion until the Work is substantially complete.

18. DEFAULT/TERMINATION. If Contractor fails or refuses to supply sufficient and properly skilled labor, equipment or materials, or fails in any respect to diligently prosecute Work, or otherwise is in default or breach of any term of this Agreement, Union may terminate this Agreement upon 24 hours' written notice. In the event of such termination, Contractor immediately will stop work and remove its employees from Union's property. Union may complete the Work in whatever way it determines best, and at completion of the Work shall pay Contractor for the value of the Work performed by Contractor (excluding profit) but unpaid prior to the termination, less any costs incurred by Union to correct any deficiencies or defects attributable to Contractor's work.

19. TERMINATION FOR CONVENIENCE. Union may terminate this Agreement at any time upon three (3) days' written notice to Contractor. Such termination shall be effective in the manner specified in such written notice. Upon a termination for convenience, Union shall pay Contractor for Work performed to the date of termination. Contractor shall accept such payment in full and final payment and shall make no claim of any kind against Union, including but not limited to any claim for any additional payment.

20. ASSIGNMENT. Neither this Agreement, nor any payments to be earned pursuant to this Agreement, may be assigned by Contractor without the prior written consent of Union.

21. NO WAIVER. Union's not insisting upon strict compliance with any of the provisions of this Agreement, or not exercising any of its options provided herein, shall not be

construed as a waiver of its right thereafter to require such compliance or to exercise any such options.

22. 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.

23. ENTIRE AGREEMENT. This Agreement represents the entire agreement of the parties, and may not be modified except in writing signed by both parties.

24. GOVERNING LAW. 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.

25. AUTHORITY. Each signatory below warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each signatory 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.

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

UNION COUNTY

[CONTRACTOR'S FULL LEGAL NAME]

By: \_\_\_\_\_ (SEAL)  
Brian W. Matthews, County Manager

By: \_\_\_\_\_ (SEAL)

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

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

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



**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

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

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

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

B. **COMMERCIAL GENERAL LIABILITY**  
Covering 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**

\$1,000,000	Combined Single Limit - Any Auto
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D. **PROFESSIONAL LIABILITY**

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. **POLLUTION LIABILITY INSURANCE**

\$1,000,000	Claims Made
-------------	-------------

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

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

\$1,000,000 Claims Made  
\$3,000,000 Aggregate Limit

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

G. ABUSE AND MOLESTATION INSURANCE

\$300,000 Per Claim  
\$300,000 Aggregate Limit

II. 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, Suite #130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

G. The Certificate of Insurance should note in the Description of Operations the following:

Department:   
Contract #:

H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

I. Certificate Holder shall be listed as follows:

Union County  
Attention: Keith A. Richards, Risk Manager  
500 N. Main Street, Suite #130  
Monroe, NC 28112

J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.