



Invitation for Bid No. 2024-040

Septic Owner-Occupied Repair Program - Waxhaw Indian Trail Road

Due Date: June 18, 2024
Time: 1:30 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: May 29, 2024
Time: 11:00 AM Local Time
Location: Waxhaw Indian Trail Road
Waxhaw, NC 28173

Procurement Contact:

Vicky Watts, CLGPO
Senior Procurement Specialist
704.283.3601
vicky.watts@unioncountync.gov

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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina
IFB No. 2024-040
Septic Owner-Occupied Repair Program - Waxhaw Indian Trail Road

Sealed bids for Septic Owner-Occupied Repair Program - Waxhaw Indian Trail Road will be received by the Union County Procurement Department *until* **1:30 PM local time on June 18, 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 – 2024-040**" 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 the County Manager's Office, is soliciting bids from qualified companies for a Septic Owner-Occupied Repair Program – Waxhaw Indian Trail Road as described in this solicitation.

Union County intends to pay, in part or in whole, the cost of the contract resulting from this solicitation using federal funds received from the Housing and Community Development Act of 1974, Public Law 93-383, as amended 42 U.S.C. 5301 et seq., Community Development Block Grant (CDBG) This solicitation follows the Uniform Administrative Requirements (UG), Cost Principals, and Audit Requirements for Federal awards (2 C.F.R. Part 200). Contracts resulting from this solicitation may be funded with federal grant funds which have been procured in a manner that is in compliance with all applicable Federal laws, policies, and standards as well as state law and local policies.

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 **May 29, 2024 at 11:00 AM local time**. Representatives from Environmental Health and 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). Deadline for questions is **June 3, 2024 at 5:00 PM local time**.

Certification as a septic system installer with the State of North Carolina is required for this project.

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.

End of Advertisement

2 BID SUBMISSION

2.1 BID SUBMISSION DEADLINE

Sealed bids are to be received by the Union County Procurement Department for a Septic Owner-Occupied Repair Program - Waxhaw Indian Trail Road until **1:30 PM local time on June 18, 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.**

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. 2024-040

Septic Owner-Occupied Repair Program - Waxhaw Indian Trail Road

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 **May 29, 2024 at 11:00 PM local time** at 2913 Waxhaw Indian Trail Road, Waxhaw, NC 28173. Representatives from Environmental Health and 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 **June 3, 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 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 2024-040 Septic Owner-Occupied Repair Program – Waxhaw Indian Trail Road. 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.

3 INTRODUCTION

3.1 COUNTY

Union County, North Carolina (population 254,070) 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 the County Manager's Office, is soliciting bids from qualified companies for Septic Owner-Occupied Repair Program - Waxhaw Indian Trail Road, Waxhaw, NC 28173 as described in this solicitation.

3.3 NOTICE OF FEDERAL FUNDING

Union County has received a payment from the Community Development Block Grant established pursuant to 24 C.F.R. 570.208 (a)(3), Union County may utilize such the Community Development Block Grant, in whole or in part, for the cost of the Agreement resulting from this solicitation and the services provided thereunder. In using these funds, the County must comply with the terms of Community Development Block Grant, regulations issued by U.S. Department of Housing and Urban Development governing the expenditure of monies distributed from the Community Development Block Grant, the Award Terms and Conditions applicable to the Community Development Block Grant and such other guidance as the U.S. Department of Housing and Urban Development has

issued or may issue governing the expenditure of monies distributed from the Community Development Block Grant (collectively, the “Regulatory Requirements”).

The County must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as the U.S. Department of Housing and Urban Development has determined or may determine are inapplicable to the Community Development Block Grant.

Pursuant to 2 C.F.R. § 200.327, the County must include within the Agreement applicable provisions described in Appendix II to 2 C.F.R. Part 200 and all other applicable law. Therefore, the County cannot enter into an Agreement or make any distributions to Offeror using monies from the Community Development Block Grant absent agreement and adherence to each term and condition contained therein.

4 INSTRUCTIONS

4.1 COMMUNICATIONS

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.

4.2 SEPTIC SYSTEM INSTALLER

The contractor is required to have certification as a septic system installer and in good standing with the State of North Carolina. The certification number must be acknowledge on the Appendix A – Price Form.

4.3 BIDDERS ACKNOWLEDGMENT

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

4.4 DUPLICATE BID

No more than one (1) bid from any Bidder will be considered by the County. In the event multiple bids are submitted in violation of this provision, the County will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

4.5 BID SIGNATURES

An authorized company official must sign Bids. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the lowest responsive, responsible Bidder.

4.6 BIDDERS RESPONSIBILITIES

The Bidder must be capable, either as a firm or a team, of providing all parts as described herein. Exclusion of any parts or services for this Bid may serve as cause for rejection.

The successful Bidder will be responsible for all work in this solicitation whether it is provided or performed by the successful Bidder or subcontractor(s). Further, the County

will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The successful Bidder must be an authorized dealer of the proposed scale and associated equipment. This manufacturer authorization must include required installation certifications and warranty work provisions.

5 BACKGROUND

Recognizing the vital importance of maintaining functional septic systems for public health and environmental well-being, Union County has initiated a septic system repair program that will help low and moderate-income homeowners rehabilitate their septic system. The new septic system repair program is aimed at ensuring homeowners' septic systems remain safe for the environment and extend their useful life.

6 SCOPE OF WORK

Union County is seeking contractors to perform septic repair for a project located at Waxhaw Indian Trail Road, Waxhaw, NC as described in the Specification section of this solicitation. This is a turn-key project, and the successful contractor shall provide all tools and materials required to complete the project.

7 SPECIFICATIONS

All Products and component parts furnished 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 management, equipment, installation, and testing.

- 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.

Refer to Construction Authorization Permit #23-458, Appendix D, for details for the installation of the repair. The following itemized list should be used to facilitate the work required.

- Existing 1000-gallon septic and pump tanks will need to be pumped out by an approved septage hauler and properly abandoned (crushed and filled). This is a requirement of the Construction Authorization Permit.
- A new 1000-gallon septic tank to be installed and plumbing from house to be reconnected. Assume at least 40' of Sch 40 along with the appropriate fittings.
- Two 6' X 60' beds with 12" of #57 washed stone or equivalent, with 4-inch corrugated pipe feeding the length of bed.
- Two new D-boxes
- Approximately 286' of 3" sch40 pvc with appropriate fittings to supply drain lines from the septic tank to distribution.
- Minimum of 10 bags of bentonite to be used to create dams where excavated trenching by owner of property breaches existing drain field. Fill and compact with excavated soil in the trenches created by owner over existing 9' x 50' bed (lowest bed).

- Owner of property is to remove any vehicles or bulky items that will interfere with the installation of the repair.

Installation must be performed by a certified septic system installer with the State of North Carolina and all components of the system must be in accordance with the construction standards per 15A NCAC 18 A.1900 of the North Carolina Rules Governing Sewage Treatment and Disposal Systems.

7.1 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, promptly replace or repair any defective or deficient Work for a period of one year after completion of Work. A detailed warranty must be submitted with bid. 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.

7.2 REFERENCES

Bidders shall provide 3 references for similar projects to include:

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

7.3 SUBCONTRACTOR

If subcontractors are to be used on this project, please submit with bid the following information:

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

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.

7.4 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.

7.5 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.

7.6 SPECIAL INSTRUCTIONS

Contractor shall:

1. Protect existing amenities of the site during the project and shall be held liable for any resulting damages.
2. Be responsible for installation of all new materials.
3. Be responsible for all cleanup of area following completion of project.
4. Provide anticipated delivery/installation dates for all items within 3 weeks of bid award.
5. Must notify the County if the anticipated delivery date changes.
6. Provide regular updates in writing of status changes and or anticipated delivery dates.
7. Attend requested meetings as required for general site coordination.
8. Inspect equipment for damages and or defects.
9. Assume responsibility for any damages, errors, or omissions attributable to the shipper, manufacturer, or installation and reorder products for like in new condition.
10. Coordinate all warranty services and provide copies of warranties & maintenance information.

7.7 MATERIALS APPROVAL

All products or materials required for the successful completion of the Scope of Work must be in compliance with the conditions set forth in the permit.

7.8 LIQUIDATED DAMAGES

Liquidated Damages Rate: \$150/day for additional time in excess of the days provided by Contractor for substantial completion after Notice to Proceed. (See Appendix A – Bid Form)

8 EVALUATION OF BIDS AND AWARD PROCEDURES

8.1 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.

8.2 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.

8.3 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.

8.4 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.

9 GENERAL CONDITIONS AND REQUIREMENTS

9.1 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.

9.2 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.

9.3 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 taxes 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.

9.4 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.

9.5 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.

9.6 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.

9.7 CONTRACTUAL OBLIGATIONS

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

9.8 COMPLIANCE WITH LAWS

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

9.9 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.

9.10 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.

9.11 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.

9.12 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.

9.13 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.

9.14 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.

9.15 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.

9.16 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.

9.17 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.

9.18 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.

9.19 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
 - 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.

9.20 INDEMNIFICATION

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

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10 APPENDIX A – BID FORM

IFB No. 2024-040 Septic Owner-Occupied Repair Program - Waxhaw Indian Trail Road

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.

Based on the Scope of Work, Specifications and instruction provided in this solicitation, provide a Turn-Key Total Lump Sum 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.

Description	Total Lump Sum
Turn-Key Lump Sum for Septic Repair at 2913 Waxhaw Indian Trail Road, Waxhaw, NC 28173	

Provide the following information:

Septic System Installer Certification Number _____

NC Secretary of State ID Number _____

Time of Completion

Number of Days to Substantial Completion after Notice to Proceed _____

Liquidated Damages Rate (from Agreement): \$150/day for additional time in excess of the days listed above by Bidder. Bidder accepts the provision of the Agreement as to Liquidated damages.

Bid Package Checklist:

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

Appendix A - Bid Form

Appendix B - Bid Submission Form (signed)

Appendix C - Addendum and Anti-Collusion form (signed)

Technical Data/Specification Documents (cut sheets) (Section 7)

Warranty Information & Duration (Section 7.2)

References (Section 7.3)

Proposed Subcontractor(s) List (Section 7.4)

11 APPENDIX B – BID SUBMISSION FORM

IFB No. 2024-040 Septic Owner-Occupied Repair Program - Waxhaw Indian Trail Road

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: _____

12 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

IFB No. 2024-040 Septic Owner-Occupied Repair Program - Waxhaw Indian Trail Road

SUBMIT WITH BID

Please acknowledge receipt of all addenda by including this form with your Bid. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

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

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

Company Name: _____
Name: _____
Title: _____
Email Address: _____
Signature: _____
Date: _____

13 APPENDIX D – CONSTRUCTION AUTHORIZATION PERMIT #23-458

IFB No. 2024-040 Septic Owner-Occupied Repair Program - Waxhaw Indian Trail Road

Do Not Submit with Bid

--Informational Purposes--



Construction Authorization (Residential) Improvement Permit On-Site Wastewater

CA IP/CA

CA Permit Number: 23-458
IP Number: _____
Expiration Date: 10/12/23
System Classification: IIC
Tax Parcel #: 06-111-012
Zoning: _____

This permit replaces CA#23-81

Owner: [Redacted] Property Location: 2913 Waxhaw Indian Trail Rd
 Mailing Address: 2913 Waxhaw Indian Trail Rd, Waxhaw, NC 28173
 Phone: [Redacted] (c), _____ (h)
 Email: [Redacted]

Type of CA or IP: Repair Addition/Expansion Design Waste Flow: _____ (gpd)
 Residential: Single family Number of Bedrooms: 3 Number of Occupants: max 6 New Well Shared Well Existing Well Other
 No Basement Yes No Fixtures: Yes No

Installation Specifications Initial (Type) : gravity to conventional bed LTAR: 0.3
 Alternative: _____ LSS/Engineer Design: _____
 Soil Depth: 40" Slope: 3% Area (sq. ft.): 720 Total Length: 240' Line Length: 6'x60' # of Lines: 2 beds
 Line Width: 6" Max. Depth of Lines: 26" Max. Grade: 1/4"per1' Spacing: _____ Aggregate Depth: 12inches
 Distribution: 2 Dbox Additional Cover: na Septic Tank: 1000 gal Pump Tank: na Pump: _____
 Certified Operator Required **Yes No**
 Diversion Drain: Length: _____ Depth: _____ Aggregate Depth: _____

This Construction Authorization is subject to revocation if the site plan, plat, or the intended use changes. The permit holder is responsible for checking with appropriate governing bodies in meeting their requirements. This Construction Authorization is subject to compliance with the provisions of the Laws and rules for Sewage Treatment and Disposal and to the conditions of this permit.

If applicable: I understand the system type specified is different from the type specified on the application. I accept the specifications of this permit.

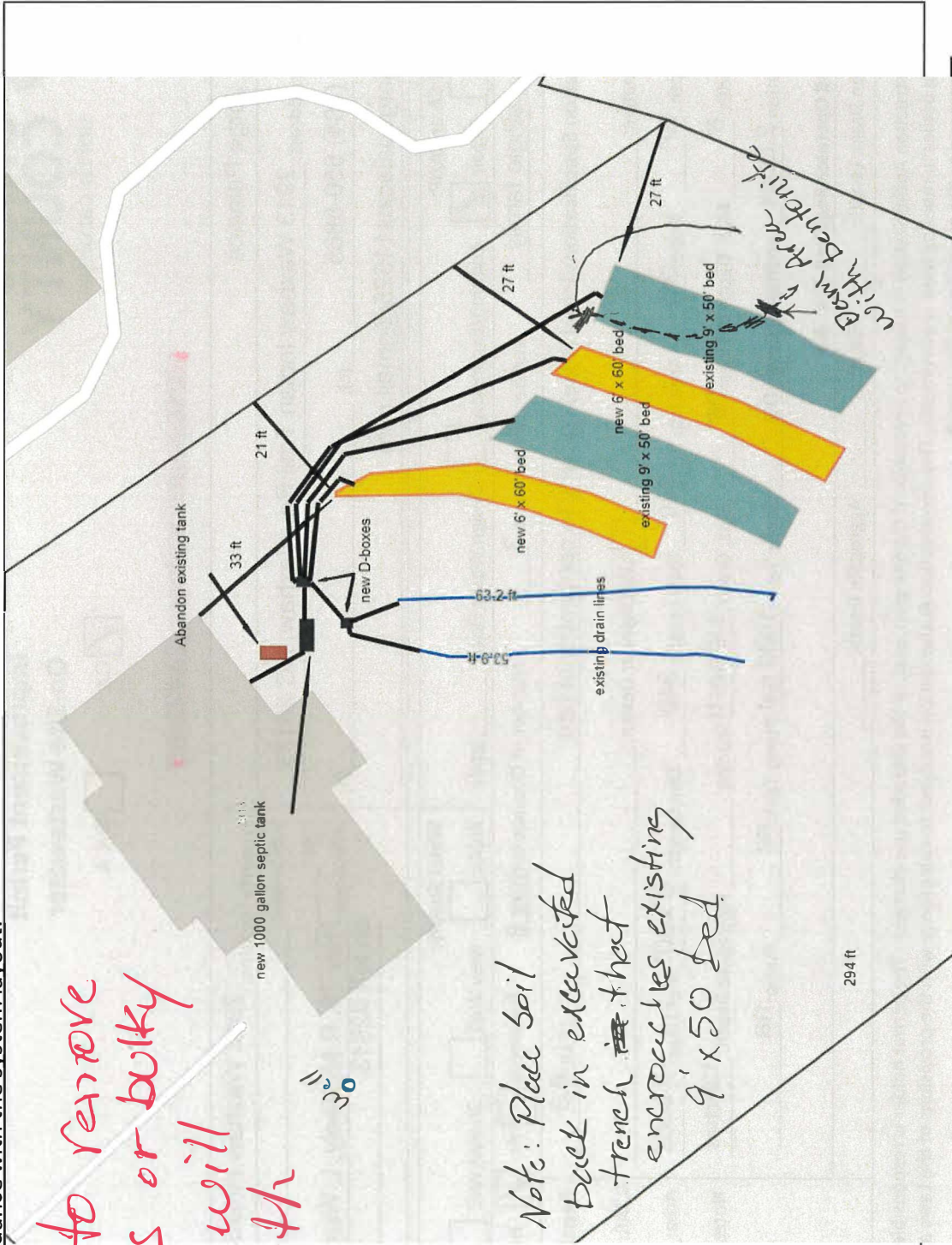
Owner/Legal Representative Signature: _____ Date: _____

Authorized State Agent: David Finley Date: 10/12/23 Inspections Completed by: _____ Date: _____

The construction and installation requirements of The North Carolina Laws and Rules for Sewage Treatment, And Disposal Systems, 15A NCAC 18A .1900 are incorporated by reference into this permit and shall be met. Systems shall be installed in accordance with the system layout.

Site Sketch CA Permit

owner is to remove any vehicles or bulky items that will interfere with installation



CA Permit #: 23-458

Absolutely no construction shall occur while soil is in a wet condition. Install lines on contour. Keep vehicular traffic off of system areas (initial and designated repair). A pre-construction meeting is required prior to installation.

For scheduling, contact the EH office by 4pm on the business day prior to the date of pre-construction meeting or installation inspection at unioncountyeh@unioncountync.gov. Keep all utilities (including irrigation systems) 10 feet outside of system area.

Certified Operator Required? Yes No



Environmental Health
500 N. Main Street
Suite #47
Monroe, NC 28112

T. 704.283.3553
unioncountyeh@unioncountync.gov
www.unioncountync.gov

Union County Environmental Health On-site Wastewater System Abandonment Procedure

To abandon a wastewater system location, follow these steps:

1. Have an approved hauler pump the liquid, sludge, and scum from all the tanks in the system.
2. The tank(s) should be abandoned by a Certified Septic Installer, licensed plumber, licensed public utilities contractor, or the owner of the property where the tank(s) is/are located. Three ways to abandon the tanks are listed below:

*Disinfect with chlorine or lime prior to removing, filling or crushing the tank(s).

A. Remove the tanks.

B. Fill in the tank in one of two ways:

1. Fill in entire tank with concrete. Must cap off inlet and outlet pipe penetrations first.
2. Cap off inlet and outlet pipe penetrations with concrete, fill in entire tank with sand or pea gravel, and then cap off both inlet and outlet access openings with concrete.

C. Crush tank in place. Break up bottom of tank so water does not pond on top. Fill in area with clay, sand or pea gravel. Pack material to ensure settling complete.

3. Backfill the excavation with clean clay material to natural grade and establish a vegetative cover.
4. Disconnect power at the source to all electrical controls and remove all controls and panels.
5. Remove all parts of the drain field on the ground surface (such as valves, valve boxes and risers), backfill the area to a natural grade and establish a vegetative cover.
6. Coat all surface areas exposed to effluent with hydrated lime and establish a vegetative cover.
7. Recommend to wait at least 18 months before using the disposal area for gardening or construction.

14 APPENDIX E - SAMPLE TAX FORM

IFB No. 2024-040 Septic Owner-Occupied Repair Program - Waxhaw Indian Trail Road

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
TOTALS								

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: _____