



Request For Proposal No. 2027-005 By-Pass Pump Rental Service

Due Date: September 9, 2026
Time: 10:00 AM Local Time

Submittal Location: Electronic Submission (Refer to Section 2)

Union County Procurement Department
610 Patton Avenue,
Monroe, NC 28110

Procurement Contact:

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1 Notice of Advertisement

Union County, North Carolina
Request for Proposals No. 2027-005
By-Pass Pump Rental and Service

Electronic proposals will be received by Union County's Procurement and Contract Management Department at the Union County Government Center, 610 Patton Avenue, Monroe, NC 28110 until **10:00 AM Local Time on September 9, 2026.**

Union County, North Carolina, through Union County Water (UCW), is seeking proposals from experienced and qualified firms to provide temporary by-pass pump rentals and related services on an as-needed basis. Services may include delivery, setup, operation support, preventive maintenance, emergency response, and removal of temporary by-pass pumping equipment at various locations throughout the UCW service area.

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

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)

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement Representative listed on the cover page (Juan.Rodriguez-Cruz@unioncountync.gov) no later than **August 24, 2026 at 3:00 PM Local Time.**

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

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

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) & Small Businesses and Disadvantaged Business Enterprise (DBE).

--End of Advertisement--

2. Submittal Details

2.1 Proposal Submission Deadline

All Proposals are to be received electronically by the Union County Procurement Department no later than **September 9, 2026, at 10:00 AM Local Time**, per the instructions below. Any proposals received after this date and time shall be rejected without exception.

2.2 Proposal Submission Requirements

The proposal must be submitted electronically using the following link: <https://lfportal.unioncountync.gov/Forms/procurementsubmit>. The proposal must be signed by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

Select the solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your proposal as one (1) complete PDF document, and select submit. The maximum size accepted is 30 MB.

A delivery notification email, from LF-Forms@co.union.nc.us, will be sent as your confirmation of receipt. Please add this address to your contact list.

Paper Submissions and/or Email Submissions Will Not Be Accepted.

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

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest, cancel this solicitation and award to multiple vendors.

2.3 Proposal Questions

Proposal questions will be due on or before **August 24, 2026, at 3:00 PM Local Time**. The primary purpose of this is to provide participating vendors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by email to Procurement POC at Juan.Rodriguez-Cruz@unioncountync.gov by the deadline shown above. The email should identify the proposal number and title. All questions and answers may be posted as addenda on www.unioncountync.gov and <https://evp.nc.gov/solicitations/>.

2.4 Proposal Addendum

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum. Should an Offeror find discrepancies or omissions in this RFP, or

any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

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

2.5 Communication

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

3 Introduction

3.1 County

The County (estimated population 257,682) 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 Purpose

Union County, through Union County Water (UCW), is seeking proposals from experienced and qualified firms to provide temporary by-pass pump rentals and related services on an as-needed basis.

The resulting contract will support various by-pass pumping scenarios requiring an immediate or scheduled response to maintain uninterrupted operation of wastewater facilities, including wastewater lift stations and other locations throughout the UCW service area.

3.3 Objectives

The objectives The objectives of the resulting contract are to:

- Maintain uninterrupted wastewater service during equipment failures, maintenance activities, emergencies, and other operational conditions;
- Provide timely access to properly sized and fully operational temporary by-pass pumping equipment;

- Obtain reliable 24-hour emergency response, delivery, setup, maintenance, and removal services;
- Ensure that all equipment and services are provided by qualified and experienced personnel;
- Minimize the risk of wastewater spills, overflows, property damage, and service disruptions; and
- Establish contracts with one or more qualified firms capable of supporting UCW's operational needs on an as-needed basis.
- Provide support for system expansion and upgrades

4 Scope of Work

The services under the resulting contract will be provided on an as-needed basis for temporary by-pass pumping situations requiring an immediate or scheduled response to maintain uninterrupted operation of wastewater facilities, including wastewater lift stations.

Typical work may include the rental, delivery, setup, maintenance, and removal of temporary pumps and related equipment during emergencies, scheduled maintenance activities, equipment failures, and extended rental periods.

The selected contractor shall provide sufficient personnel, supervision, equipment, materials, and other resources necessary to complete each requested service.

Union County does not guarantee a minimum quantity, dollar amount, or volume of work under the resulting contract.

4.1 EQUIPMENT AND SERVICE REQUIREMENTS

The contractor shall:

- Supply temporary by-pass pumps and related equipment sufficient to contain and convey wastewater under the operating conditions identified by UCW.
- Provide fully automatic, self-priming, industry-standard pumps equipped with all necessary start-and-stop controls.
- Provide equipment in proper working condition and ready for immediate operation upon delivery.

- Provide all labor necessary for delivery, setup, startup, maintenance, breakdown, and removal of the equipment.
- Provide all necessary suction piping, discharge piping, hoses, fittings, controls, and related equipment required for a complete and functional temporary by-pass pumping system.
- Complete all required inspection and servicing of the equipment before delivery.
- Include preventive maintenance in the proposed rental pricing. UCW will not pay separate or additional charges for required preventive maintenance.
- Provide qualified personnel to perform routine maintenance and service for equipment retained beyond its required maintenance interval.
- Repair or replace defective or malfunctioning pumps, hoses, fittings, controls, and other equipment at no additional cost to Union County.
- Provide noise-control equipment in populated areas to minimize impacts on surrounding residents and properties. Noise abatement must also be provided for pumps or equipment not manufactured with noise-control enclosures.
- Maintain access to sufficient equipment and personnel to meet the response-time requirements of this RFP.

Unless otherwise authorized through an individual work order:

- UCW will provide fuel or electrical power required for extended pump operation.
- UCW will be responsible for site preparation activities such as grading, fence removal, vegetation removal, or other work required to provide access to the installation area.

The contractor will be responsible for wastewater spills, overflows, regulatory fines, and related remediation costs caused by the failure of contractor-provided equipment or the contractor's faulty workmanship, improper setup, or inadequate maintenance.

The contractor will also be responsible for damage to surrounding property caused by its delivery, installation, maintenance, or removal activities, except when the contractor acts in accordance with specific instructions provided by authorized UCW personnel.

4.2 RESPONSE TIME AND AVAILABILITY

The contractor must provide a supervisor and qualified service technician who are available by telephone **24 hours per day, seven days per week, including holidays**, to respond to emergency calls involving pumps, equipment, service, and maintenance.

For emergency requests, the contractor must deliver the required pump and equipment to the identified UCW location within **three hours** after receiving the County's request for service.

The contractor must respond immediately to emergencies involving:

- Site safety;
- Pump failure or breakdown;
- Hose, fitting, control, or related equipment failure;
- Wastewater spills or overflows; and
- Any other condition requiring immediate action to protect public health, property, or the environment.

Non-emergency complaints concerning equipment, services, or workmanship must be acknowledged within 24 hours.

Problems resulting from defective equipment, inadequate maintenance, or faulty workmanship must be corrected immediately at the contractor's expense.

4.3 EMERGENCY WORK

The majority of services requested under the resulting contract may involve emergency conditions. Emergency requests will be given the highest priority, and the contractor must respond immediately upon notification.

The contractor must maintain sufficient personnel, equipment, and operational capacity to provide emergency services throughout the contract term.

4.4 WORK ORDER AND PERFORMANCE REQUIREMENTS

UCW will request services from the contractor by telephone, email, or another method authorized by the County. Each request may identify:

- The service location;
- Whether the request is emergency or scheduled;

- Known operating conditions;
- Required equipment or estimated pumping capacity;
- Special site conditions;
- Requested delivery or service time; and
- UCW contact information.

The contractor shall perform each work order expeditiously and provide sufficient labor, supervision, and equipment to complete the requested work within the required timeframe.

All equipment must be appropriately sized, mechanically sound, and capable of satisfying the existing site conditions, system requirements, and pumping capacity identified by UCW.

If UCW determines that the equipment, materials, or services provided are defective, inadequate, or otherwise unsatisfactory, the contractor must promptly remove and replace the affected equipment or correct the services at no additional cost to Union County.

UCW may require the removal of any contractor or subcontractor employee who performs work improperly or behaves in an unsafe, disorderly, disrespectful, or otherwise inappropriate manner while on County property or at a project site.

4.5 GUARANTEE

The contractor shall guarantee all equipment, materials, and workmanship throughout each rental period.

Failed or defective components, including pumps, hoses, fittings, controls, and related equipment, must be repaired or replaced promptly at no additional cost to Union County.

4.6 SERVICE LOCATIONS

Temporary by-pass pumping services may be required at wastewater lift stations and other facilities throughout the UCW service area.

Appendix D identifies current UCW locations where temporary by-pass pumping services may be required. The list is provided for planning purposes and does not limit the County's ability to request services at additional locations within its service area.

One requirement needs department confirmation before release: the 2021 RFP required the contractor to have a service center within 100 miles of the UCW Operations Center. That is restrictive and does not necessarily prove the contractor can meet the three-hour delivery

requirement. I recommend relying on the enforceable three-hour response standard unless UCW has an operational reason to retain the 100-mile restriction.

5 Detailed Submittal Requirements and Instructions

5.1 Terms of Submission

All material received from a person or company ("Offeror") in response to this solicitation will become the property of Union County and will not be returned. All costs incurred in preparing, submitting, or presenting a proposal are the sole responsibility of the Offeror and will not be reimbursed by Union County.

All proposals will be considered public records and subject to disclosure under applicable North Carolina public records laws.

Any material that an Offeror considers a trade secret and exempt from public disclosure under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be clearly and properly designated. The Offeror must:

1. Submit the confidential or trade-secret material in a separate file clearly marked "Confidential and Proprietary Information"; and
2. Identify the specific legal basis supporting the requested exemption from public disclosure.

Marking the entire proposal confidential is unacceptable and may not be honored by the County.

By submitting a proposal, the Offeror certifies that it has reviewed and understands the requirements of this RFP and that its proposal will remain valid for **120 calendar days** following the proposal submission deadline.

5.2 Proposal Format

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

Proposals should be clear, concise, and organized in the order shown below. The proposal must be submitted as one complete PDF document and should include a table of contents with corresponding page numbers.

Marketing materials may be included only when directly relevant to the requested information. Proposals containing excessive generic or irrelevant material may receive a lower evaluation score.

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

- **Section A** – Cover Letter
- **Section B** – Company Background and Experience
- **Section C** – Project Team and Available Resources
- **Section D** – Methodology and Service Plan
- **Section E** – References
- **Section F** – Cost Proposal
- **Section G** – Required Forms

There are seven (7) Sections to this proposal. The instructions for each Section are outlined below.

Omissions and incomplete answers may be deemed unresponsive.

5.2.1 Section A – Cover Letter

The cover letter must:

- Identify the legal name and principal business address of the Offeror.
- Identify the name, title, telephone number, and email address of the individual authorized to represent the Offeror;
- Identify the individual authorized to negotiate and contractually bind the Offeror;
- Confirm the Offeror's ability and commitment to satisfy the requirements of this RFP, including emergency availability and response times;
- Confirm that the proposal will remain valid for 120 calendar days following the submission deadline;
- Identify any proposed subcontractors or partners;
- Be signed by an individual authorized to bind the Offeror (Required)

5.2.2 Section B – Company Background and Experience

This The Offeror must provide:

- A brief history and description of the company;
- The number of years the company has provided temporary by-pass pump rentals and related services;
- Experience supporting municipal water or wastewater utilities;
- Experience providing emergency pumping services and responding to wastewater equipment failures;
- A description of projects or contracts similar in size, scope, and complexity to the services requested by UCW;
- The location of the service center or facility from which UCW will be supported;
- Information regarding the company's financial and operational ability to perform the resulting contract;

- A description of any litigation, regulatory action, contract termination, or material claim occurring within the previous five years that may affect the company's ability to perform; and
- Any additional qualifications demonstrating the Offeror's ability to provide the requested services.

5.2.3 Section C – Project Team and Available Resources

This The Offeror must identify the personnel and resources that will support the resulting contract, including:

- The proposed contract manager;
- Supervisors and service technicians who may be assigned to UCW;
- Personnel responsible for receiving and dispatching emergency requests;
- The qualifications and relevant experience of key personnel;
- The location and normal operating hours of the supporting service facility;
- Procedures for providing 24/7/365 emergency coverage;
- The number and types of pumps and related equipment available to support UCW;
- The Offeror's ability to provide replacement equipment during breakdowns or extended rentals; and
- Any subcontractors proposed to perform services.

Union County must be notified of material changes to key personnel or subcontractors assigned to the contract.

5.2.4 Section D – Methodology and Service Plan

The Offeror must describe its approach to providing the services required by this RFP. At a minimum, the response must address:

- Receipt and dispatch of emergency and scheduled service requests;
- Compliance with the three-hour emergency delivery requirement;
- Equipment selection and sizing;
- Equipment inspection and preparation before delivery;
- Delivery, setup, startup, testing, and removal procedures;
- Preventive and corrective maintenance;
- Procedures for equipment failure and emergency replacement;
- Availability of pumps, piping, hoses, fittings, controls, noise-control equipment, and related components;
- Spill and overflow prevention;
- Site and employee safety;
- Communication and coordination with UCW personnel;
- Complaint resolution;
- Documentation of services and rental periods; and

- Quality-control procedures.

The Offeror should clearly identify any assumptions concerning UCW's responsibilities, site preparation, fuel, electricity, access, or operation of the equipment.

5.2.5 Section E – References

Offerors The Offeror must provide at least **three references** for customers for whom it has provided services similar in scope and complexity during the previous five years.

Each reference must include:

- Customer or organization name;
- Contact person and title;
- Telephone number and email address;
- Contract or project description;
- Types and sizes of equipment provided;
- Contract or project dates; and
- Approximate contract value.

Union County may contact any listed or independently identified reference to verify the Offeror's experience and past performance.

5.2.6 Section F – Cost Proposal

The Offeror must complete and submit **Appendix A – Price Schedule**.

Pricing must include all labor, supervision, equipment, delivery, setup, startup, routine and preventive maintenance, breakdown, removal, overhead, profit, and other costs necessary to provide the requested services, except for costs expressly identified in this RFP as the responsibility of UCW.

No additional charge will be permitted unless it is specifically identified in Appendix A or authorized in writing by Union County before the work is performed.

5.2.7 Section G – Required Signature Forms

Offerors must include completed copies of the following documents:

1. Appendix A – Price Schedule (signed)
2. Appendix B – Proposal Submission Form (signed)
3. Appendix C – Addenda Receipt and Anti-Collusion (signed)

6 Evaluation Criteria and Selection Process

6.1 Selection Participants

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

6.2 Evaluation Selection Process

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

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

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

REP Evaluation Criteria	Weights
Company Background, Relevant Experience, and References	40%
Service Approach, Available Equipment, Staffing, and Response Capability	35%
Cost Proposal and Compliance with Submittal Requirements	25%

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

Interview Evaluation Criteria	Weights
Proposed Service Approach, Available Resources, and Key Personnel	65%
Cost, Quality and Relevance of Interview as it Relates to the Scope of the RFP	35%

6.3 Award Procedure

The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms. It is understood that any proposal submitted will become part of the public record.

The County reserves the right to award to multiple vendors.

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

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

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

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

County may select and enter into negotiations with the next most advantageous Offeror if negotiations with the initially chosen Offeror are not successful.

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

7 General Conditions and Requirements

7.1 Terms and Conditions

The contract award may have an initial term of three (3) years with two (2) one-year renewal option at the County's discretion, pending annual budget approval.

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

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

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

7.2 Contractual Obligations

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

7.3 Cost Adjustments

The Unit Pricing for the Initial Term shall be based upon the response to this solicitation. However, the Unit Pricing for any Renewal Term may be adjusted at the beginning of such Renewal Term by multiplying the Unit Pricing effective in the previous term by the quotient of the All Urban Consumers Price Index (CPI-U) (South Region), Others Goods and Services, with the Index Period of 2025 - 2030 as published by the Bureau of Labor Statistics, United States Department of Labor, in effect ninety (90) days prior to the commencement date of the new Renewal Term divided by such CPI in effect for the same month one (1) year prior to such date. However, any Unit Pricing increase pursuant to the previous sentence shall be capped at a five percent (5%) increase from one term to the next. Any such Unit Pricing adjustment for a Renewal Term must be requested by the Vendor or County within thirty (30) days from the date of the County's notice of its exercise of an option to renew the Contract for a Renewal Term.

7.4 Sub-Contractor/Partner Disclosure

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

7.5 Exception to the RFP

An "exception" is defined as the Contractor's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing and must specifically reference the relevant

section(s) of this RFP. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Contractor 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 Contractor's solution, must be described in detail.

7.6 Modification or Withdrawal of Proposal

Prior to the scheduled closing time for receiving proposals, any Offeror may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 120 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted.

7.7 Equal Employment Opportunity

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

7.8 Minority and Small Business Participation Plan

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

7.9 Licenses

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

7.10 E-Verify

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Offeror/Firm shall

ensure that Firm and any Sub-Contractor performing work under this contract: (a) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

7.11 Drug-Free Workplace

During the performance of this Request, the Offeror 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 Offeror maintains a drug-free workplace.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Service Provider/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.

7.12 Insurance

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

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

- 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 Risk Management
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.

7.13 Indemnification

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

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8 Appendix A – Price Schedule

RFP 2027-005 By-Pass Pump Rental Service

Submit With Proposal

Company Name _____

The he undersigned, having carefully examined RFP 2027-005, hereby proposes to furnish all equipment, labor, supervision, transportation, materials, and services necessary to provide temporary by-pass pump rental and related services in accordance with the RFP at the prices stated herein.

Do not include sales tax.

Unless separately identified in this Price Schedule, the proposed rental rates must include all costs associated with:

- Pump and equipment rental;
- Delivery and removal;
- Setup, startup, testing, breakdown, and disassembly;
- Suction and discharge hoses, piping, fittings, and controls;
- Routine and preventive maintenance;
- Noise-control equipment;
- Labor and supervision;
- Travel and transportation;
- Overhead and profit; and
- All other costs necessary to provide a complete and operational temporary by-pass pumping system.

Fuel or electrical power required for extended operation will be provided by UCW unless otherwise stated in an authorized work order.

No additional fee, surcharge, or markup will be permitted unless it is expressly identified in this Price Schedule and authorized by Union County before the service is performed.

Insert Company Name:			** Do Not Include Sales Tax ** Page 1						
PS Name	Design Requirements		Recommended Pump/Equipment	Rental Rates					
			Please list the following specs for proposed solutions: Electric or Diesel, Make, Model, HP, GPM, Head (ft.), etc.						
	GPM	TDH (ft.)		Electric			Diesel		
				Daily	Weekly	Monthly	Daily	Weekly	Monthly
BROOKHAVEN	1125	46							
FALLS AT WEDDINGTON	260	139							
GRACE MEADOWS	170	118							
SCOTCH MEADOWS	50	66							
WEDDINGTON PRESERVES	130	116							
FIELDSTONE	500	110							
WOODFERN	120	88							
FUNDERBURK	44	67							
JACKSON STATION	120	103							
WESTERN UNION	95	160							
MINERAL SPRINGS	300	20							
STONEBRIDGE	180	80							
PARKWOOD	190	122							
SANDLEWOOD	115	58							
SUN VALLEY	400	48							
FORREST PARK	1111	240							
HUNLEY CREEK	1100	93							
POPLIN ROAD	2500	260							
PORTER RIDGE	194	108							
OLDE SYCAMORE 1	150	77							
OLDE SYCAMORE 2	60	35							
OLDE SYCAMORE 3	115	58							
OLDE SYCAMORE 4	30	78							
STEVEN MILLS 1	120	103							
STEVEN MILLS 2	120	103							

Insert Company Name:		** Do Not Include Sales Tax ** Page 2							
PS Name	Design Requirements		Recommended Pump/Equipment	Rental Rates					
	GPM	TDH (ft.)	Please list the following specs for proposed solutions: Electric or Diesel, Make, Model, HP, GPM, Head (ft.), etc.	Electric			Diesel		
				Daily	Weekly	Monthly	Daily	Weekly	Monthly
COMMUNITY PARK	200	35							
MILLBRIDGE	700	87							
MILLBRIDGE 2	242	55							
MEADOWS 1	80	35							
MEADOWS 2	80	35							
SUBURBAN 1	250	101							
UNIONVILLE	120	200							
LOXDALE	40	50							
EASTSIDE 1	1270	115							
EASTSIDE 2	1200	100							
EASTSIDE 3	1800	180							
ATHERTON	73	68							
CRANE VALLEY	95	77							
TARKILL	1000	141							
MARVIN RIDGE	61	120							
JAARS	180	130							
HELMSVILLE	400	35							
MAGOLIA RIDGE	61	120							
OLDENBURG	85	84							
DRAYTON HALL	39	77							
HIGH CLERE	66	116							
GREEN MEADOWS	93	23							
Roan Branch/21-25	225	120							

I hereby certify that the statements herein are a clear representation of the firm submitting the price proposal.

Printed Name

Title

Signature

Date

--Intentionally left blank--

9 Appendix B – Proposal Submission Form

RFP 2027-005 *By-Pass Pump Rental Service*

Submit With Proposal

This Proposal is submitted by:

Company Legal Name:

Representative Name:

Representative Signature:

Representative Title:

Address:

City/State/Zip:

Email Address:

Phone Number:

Website Address:

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

Name:

Title:

Signature:

Date:

10 Appendix C – Addendum and Anti-Collusion Form

RFP 2027-005 By-Pass Pump Rental Service

Submit With Proposal

Please acknowledge receipt of all addenda by including this form with your Bid. Any questions or changes received will be posted as an addendum www.unioncountync.gov/ and/or <https://evp.nc.gov/solicitations/>. It is your responsibility to check for this information.

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

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

Company Name: _____

Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____

11 Appendix D – Lift Stations

RFP 2027-005 By-Pass Pump Rental Service

Informational use only – **Do not submit with Proposal**

Lift Station	Address
Brookhaven	Behind 2104 Lytton Ln, Matthews, NC (Brookhaven Subdvsn.)
Magnolia Ridge	Behind 4719 Magnolia Ridge Dr., Waxhaw, NC(Magnolia Ridge Subdvsn)
Sandlewood	In front of 2907 Faircroft Way, Monroe, NC(Sandlewood Subdvsn)
Parkwood Sch.	3219 Parkwood School Rd., Monroe, NC/Back behind the tennis courts
21-25	Long driveway beside 912 Sharon Dr. Waxhaw, NC
Jackson Station	27289 Waxhaw Parkway, Waxhaw, NC
Jaars	6700 Wycliffe Ave., Waxhaw, NC
Sun Valley Place	3053 Wesley Chapel Stouts Rd., Indian Trail, NC
Poplin Rd.	Driveway is Between 6009 and 7011 Sedgewick Rd. Indian Trail, NC(Annadale Subdvsn)
Mill Bridge	Driveway is beside 3305 Bridgewick Rd.Waxhaw, NC(Millbridge Subdvsn)
Mill Bridge 2	Corner of Britannia Blvd and Millbridge Pkwy. Waxhaw, NC
Stonebridge	2304 S. Rocky River Rd. Monroe, NC
Western Union	Behind Western Union School(Across from 5306 Lee Massey Rd., Waxhaw, NC)
Crane Valley	New Town Rd. before Crane Rd.(Behind 1507 Sir Gallahan Ct.) Waxhaw, NC
Drayton Hall	Driveway is between 8401 and 8402 Cheverny Dr., Waxhaw, NC (Drayton Hall Subdvsn.)
Tarkill	Behind 10705 Waxhaw Manor Dr., Waxhaw, NC. (The Chimneys of Marvin Subdvsn)
Marvin Ridge	Across from 2710 Waxhaw-Marvin Rd., Waxhaw, NC Beside the Marvin High School entrance on Waxhaw Marvin Rd.
Forest Park	Driveway between 605 and 609 Meadowbrook Dr., Matthews, NC(Forest Park Subdvsn)
Helmsville	Driveway is between 2844 and 2840 Gray Fox Dr., Monroe, NC (Behind Dale Jarrett Ford)
Community Park	In front of 2224 Community Park Dr., Stallings NC
Woodfern	Corner of Forestmont Dr. and Woodfern Pl -- Stallings, NC
Green Meadows	In front of 6373 First Ave., Indian Trail, NC
Suburban 1	Driveway is beside 5603 Blackvine Dr., Monroe, NC(Suburban Estates Subdvsn)
Unionville	Behind 4511 Unionville Rd., Monroe, NC. (Unionville Elementary School)
Loxdale	Behind 2711 Falling Leaf Ct., Monroe, NC(Loxdale Farms)
Funderburk	Behind 630 Funderburk Rd., Wingate, NC
Meadows MH 1	Beside 700 Penny Ln., Wingate, NC(Meadows Mobile Home Park)
Meadows MH 2	Behind 5008 Rolling Meadows Dr., Wingate, NC(Meadows Mobile Home Park)
Station 1	3826 Monroe Ansonville Rd., Wingate, NC
Station II	4720 Monroe Ansonville Rd., Wingate, NC
Station III	1409 Hwy 205, Marshville, NC
Old Sycamore 1	Behind 7706 Fairway Mist Ct, Minthill.
Old Sycamore 2	Rock Hill Church Rd.(Behind 1908 Weighmont Ct.)(Olde Sycamore Subdvsn)
Old Sycamore 3	Behind 10942 Stone Bunker Dr.(Olde Sycamore Subdvsn)



Old Sycamore 4	6708 Sycamore Club Dr.(Olde Sycamore Subdvsn)
Porter Ridge	In front of 2802 Ridge Rd., Indian Trail, NC. (Porter Ridge Middle and High School)
Stevens Mill 1	Beside of 1000 Millwright Ln., Matthews, NC (Stevens Mill Subdvsn)
Stevens Mill 2	Beside 1230 Millwright Ln., Matthews, NC (Stevens Mill Subdvsn)
Hunley Creek	6600 Stoney Ridge Rd. Matthews, NC. End of Stoney Ridge Rd. behind the Community Park(Fairfield Plantation)
Fieldstone	5325 N rocky River Rd., Indian Trail.
Atherton	631 Winter Wheat Ct., Weddington
Scotch Meadows (Highlands at Weddingtons)	At the end of Harvich Cir, Weddington
Falls at Weddington	Rainbow Falls Rd., Weddington
Weddington Preserves	101 Westlake Dr, Waxhaw
Highclere	157 Highclere Dr. Waxhaw.
Mineral Springs	Closest address is 6114 HWY. 75 and closest intersection is Potters Rd.
Grace Meadows	Intersection of Cobble Creek Dr and Beulah Church Rd.
Oldenburg	Behind 1135 Grand Oak Dr., Waxhaw, NC