



Request for Proposal No. 2026-072

Twelve Mile Creek WRF Biosolids Services

Due Date: May 19, 2026
Time: 11:00 AM Local Time
Submittal Location: Electronic Submission
Union County Government Center
Procurement Department
600 Patton Ave,
Monroe, NC 28110

Procurement Contact:

Juan Rodriguez-Cruz
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1 NOTICE OF ADVERTISEMENT

**Union County, North Carolina
Request for Proposals No. 2026-072
Twelve Mile Creek WRF Biosolids Services**

Electronic proposals will be received by the Union County's Procurement & Contract Management Department by **11:00 AM EDT on May 19, 2026**. Late submittals will not be accepted.

Union Electronic proposals will be received by the Union County's Procurement & Contract Management Department by 11:00 AM EDT on May 19, 2026. Late submittals will not be accepted.

A Non-Mandatory, Pre-Proposal Conference and Site Visit will be held on April 28, 2026 beginning at 10:00 AM EST. at Twelve Mile Creek Water Reclamation Facility, 8299 Kensington Dr., Waxhaw, NC 28173. Representatives from Union County Water will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

Union County, through Union County Water, is soliciting proposals from experienced and qualified firms to provide biosolids services for Dewatered Waste Activated Biosolids produced at the Twelve Mile Creek Water Reclamation Facility, including removal, transport, and composting/beneficial reuse.

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 **May 6, 2026, at 5:00 PM Local Time**.

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

Union County reserves the right to award to multiple vendors.

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

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

--End of Advertisement--

2 SUBMITTAL DETAILS

2.1 PROPOSAL SUBMISSION DEADLINE AND DELIVERY ADDRESS

All Proposals are to be received electronically by the Union County Procurement Department no later than **May 19, 2026, at 11:00 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 document, and select submit. The maximum accepted size is 30 MB. A delivery notification email, from LF-Forms@co.union.nc.us, will be sent as your confirmation of receipt.

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 NON-MANDATORY PREPROPOSAL CONFERENCE AND SITE VISIT

A Non-Mandatory Pre-Proposal Conference and Site Visit will be held on April 28, 2026 beginning at 10:00 AM EST. at the Twelve Mile Creek Water Reclamation Facility, 8299 Kensington Dr., Waxhaw, NC 28173. Representatives from Union County Water 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. Individual requests for site visits will not be accommodated.

2.4 PROPOSAL QUESTIONS

Proposal questions will be due on or before **May 6, 2026, at 5:00 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 Juan Rodriguez-Cruz 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/>.

2.5 PROPOSAL ADDENDUM

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

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

2.6 COMMUNICATION

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

3 INTRODUCTION

3.1 COUNTY

The County (estimated population 263,386) 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 qualified firms to provide Twelve Mile Creek WRF Biosolids Services. The purpose of this Request for Proposals is to solicit proposals from qualified firms to establish a contract for the removal, transport, and processing or beneficial reuse of Dewatered Waste Activated Biosolids produced at the Twelve Mile Creek Water Reclamation Facility (WRF). All work shall be performed in accordance with applicable federal, state, and local regulations, including all permit requirements.

3.3 PROJECT BACKGROUND

Union County Water owns and operates the Twelve Mile Creek Water Reclamation Facility (WRF), located at 8299 Kensington Drive, Waxhaw, NC 28173. The Twelve Mile Creek WRF produces Dewatered Waste Activated Biosolids as part of the wastewater treatment process. The Waste Activated Sludge is dewatered prior to removal and transport. The estimated sludge production is approximately 13,200 Wet tons per year. Biosolids are typically dewatered to an average solids concentration of approximately 15% to 20%. Union County produces approximately 50 wet tons of dewatered biosolids per day at 16% to 18% solids. Dewatering operations are expected to occur approximately twenty three (23) hours per day, Seven (7) days per week. The County does not guarantee the estimated quantities

or percent solids produced during the contract period, and actual quantities may vary. The County is seeking a qualified Contractor to provide reliable removal, transport, and processing or beneficial reuse of Dewatered Waste Activated Biosolids from the Twelve Mile Creek WRF.

4 SCOPE OF SERVICES

4.1 INTENT

UCW owns and operates the Twelve Mile Creek Water Reclamation Facility (WRF). This facility produces Dewatered Waste Activated Biosolids as part of the wastewater treatment process. UCW desires to have Dewatered Waste Activated Biosolids removed and transported from the Twelve Mile Creek WRF for processing, beneficial reuse, or disposal in accordance with all applicable federal and state regulations.

4.2 SUMMARY OF SERVICES

Contractor shall furnish all permits, labor, materials and equipment required to remove, transport, beneficially reuse, and otherwise manage all Dewatered Waste Activated Biosolids produced at the Twelve Mile Creek WRF. Contractor shall perform all services in strict accordance with all Applicable Law. Within twenty-four (24) hours of occurrence,

Contractor shall provide UCW with written notice of violation or noncompliance with respect to Contractor's permit(s), UCW's permit(s), or of any action commenced in any court of competent jurisdiction involving the operations conducted by Contractor during Management of Dewatered Waste Activated Biosolids.

4.3 PLANNING AND ADMINISTRATION

Contractor shall be required to conduct short- and long-term planning efforts in conjunction with UCW to ensure that there will be reliable methods and resources available for Dewatered Waste Activated Biosolids Management. Contractor shall perform the following services related to the Management of UCW's Dewatered Waste Activated Biosolids: monitoring and evaluating local, regional, state and federal rules and policy changes, including making necessary changes to the Management of Dewatered Waste Activated Biosolids based upon such changes in law and policy; assisting UCW in improving the quality of its products and reuse program; and utilizing creative means of quality; cost effective Management of UCW's Dewatered Waste Activated Biosolids.

The Contractor shall supply the following information prior to beginning services, and again, whenever such information changes, or when requested by UCW:

- a) List of equipment, type and number to be used
- b) An outline of procedures to be used by the Contractor at UCW WRF
- c) A plan of operation detailing the method of removal
- d) The emergency spill control plan described in 4.16 below

4.4 USE & MAINTENANCE OF UCW EQUIPMENT & FACILITIES

It is the responsibility of Contractor to ensure that all employees performing work are trained in the proper use and maintenance of any UCW equipment. It is

Contractor's responsibility is to be familiar with UCW's facilities and equipment, including loading areas, staging areas, and other applicable support equipment that may be encountered in the Management of UCW's Dewatered Waste Activated Biosolids. Contractor shall use equipment owned by UCW as authorized by UCW in a safe and workmanlike manner using due care with respect to such equipment.

4.5 EQUIPMENT

Contractor shall secure, maintain, and ensure Transport Vehicles and other equipment necessary for the transport and processing or disposal of UCW's Dewatered Waste Activated Biosolids for beneficial reuse at processing or disposal facility. Contractor shall ensure that all equipment used for such purposes is operated safely and that such equipment, and use thereof, complies with all Applicable Law, as well as UCW's Safety Policy and Procedures. Furthermore, all such equipment shall be clean and provide a positive public image at all times. All equipment used shall be equipped and maintained to prevent leakage, spillage, and/or overflow. UCW shall not be responsible for downtime of any loading equipment used by Contractor. Contractor shall provide UCW a detailed equipment list to include number and type of units that will be utilized for the Management of UCW's Dewatered Waste Activated Biosolids. Contractor shall provide all equipment necessary to safely remove and transport dewatered biosolids. All equipment shall comply with applicable laws and be maintained to prevent leakage, spillage, or unsafe conditions.

4.6 REMOVAL AND TRANSPORTATION OF BIOSOLIDS

Contractor shall be responsible for the following requirements for removal, transport, and processing or disposal of all UCW Dewatered Waste Activated Biosolids as it relates to those facets of the management of such Dewatered Waste Activated Biosolids:

- a. All removal, transport, and processing or disposal of Dewatered Waste Activated Biosolids shall occur during UCW normal working hours, Seven Days a Week, 6 am to 6 pm, Including holidays, provided, however, that UCW may in its sole discretion direct or give permission to Contractor to transport Dewatered Waste Activated biosolids outside of UCW working hours.
- b. Contractor shall manage Dewatered Waste Activated Biosolids from UCW WRF according to a schedule that Contractor shall coordinate with the County representative at least two (2) weeks in advance of such services. Contractor shall supply the removal, transport, and processing or disposal schedule for Dewatered Waste Activated Biosolids to the County representative, the UCW WRF from which the Dewatered Waste Activated Biosolids will be removed. Changes in this schedule will be communicated immediately, and a reschedule date will be coordinated at that time. All schedule changes must be approved by UCW. In the event a schedule change delays the removal of Dewatered Waste Activated Biosolids, the contractor must provide additional trailers for storage to prevent an interruption in plant

operations at no additional cost.

- c. The Contractor shall receive biosolids in all weather conditions, whenever the biosolids are made available, and shall be responsible for proper handling and transportation to the satisfaction of UCW.
- d. Contractor shall communicate with a designated representative of UCW to confirm daily activities and plans for any processing or disposal event involving UCW's Dewatered Waste Activated Biosolids.
- e. No UCW Dewatered Waste Activated Biosolids removal, transport, and processing or disposal schedules shall conflict with any WRF operations or work schedules. In all cases, UCW WRF operations will take precedence over Dewatered Waste Activated Biosolids removal, transport, and processing or disposal schedules, as well as any other management of UCW's Dewatered Waste Activated Biosolids by Contractor.
- f. Dewatered Waste Activated Biosolids shall be measured by the wet ton on scales certified by the State for North Carolina, Department of Agriculture, Bureau of Weights and Measures for use in weighments for a commercial transaction. Measurements for other processes, which may be done by the Contractor, shall be by a method agreed to by Contractor and UCW.
- g. Contractor's field personnel shall be knowledgeable of all Applicable Law, site management requirements, and best practices for the management of Dewatered Waste Activated Biosolids. Contractor's field personnel shall receive continuing education in the area of Dewatered Waste Activated Biosolids management to keep up-to-date on all changes in practices and Applicable Law. All field managers shall be trained personnel familiar with biosolids handling and regulatory requirements.
- h. Contractor shall ensure timely removal of Dewatered Waste Activated Biosolids to prevent any disruption to plant operations.

4.7 DEWATERED WASTE ACTIVATED BIOSOLIDS REMOVAL DOCUMENTATION

Dewatered Waste Activated Biosolids removed by Contractor shall be documented on a daily Trip Ticket. The daily Trip Ticket will serve as a manifest for transport of the Dewatered Waste Activated Biosolids, as well as an invoice document for Contractor. Each daily Trip Ticket will accompany the driver at all times during the transport of Dewatered Waste Activated Biosolids from the UCW WRF to the processing or disposal facility.

Trip Ticket shall include at a minimum:

- (a) UCW WRF from which the Dewatered Waste Activated Biosolids were removed.
- (b) Volume and/or mass of such Dewatered Waste Activated Biosolids removed.
- (c) A description of the Dewatered Waste Activated Biosolids;
- (d) Identification of the Transport Vehicle, as well as the Transport Vehicle number.

- (e) Transport Vehicle driver's name and signature.
- (f) Location and/or Destination facility where Dewatered Waste Activated Biosolids were delivered
- (g) Date and time of Dewatered Waste Activated Biosolids removal and delivery;
- (h) Beginning and ending mileage of each Transport Vehicle; and
- (i) Any other information that may be required by applicable law

Trip tickets shall be provided to UCW at the end of each hauling event

A monthly summary report summarizing the quantities of Dewatered Waste Activated Biosolids removed from the Twelve Mile Creek WRF, the processing or disposal facility at which such Dewatered Waste Activated Biosolids were delivered, and the method of processing or disposal shall be furnished.

4.8 MONITORING, RECORD KEEPING, AND REPORTING

Contractor shall develop an appropriate monitoring, record keeping, and reporting program to demonstrate compliance with all local, state, regional and federal compliance requirements, and other Applicable Law, in Contractor's Management of Dewatered Waste Activated Biosolids. Contractor shall develop and maintain a monitoring, record keeping, and reporting program sufficient to demonstrate compliance with all applicable regulations.

4.9 USE OF SUBCONTRACTORS

Contractor shall limit work performed by subcontractors to transportation and operations at the processing or disposal facility. Contractor shall not otherwise subcontract the duties for the Management of Dewatered Waste Activated Biosolids set forth in any manner.

4.10 SPILL CONTROL AND CLEAN-UP PROCESS

Contractor shall be responsible for the following:

- a) Any spillage of Dewatered Waste Activated Biosolids on UCW's property, public or private roadways, processing or disposal facility, or any other property during Contractor's Management of Dewatered Waste Activated Biosolids shall be the responsibility of, as well as managed, contained, removed, and properly disposed of by, Contractor.
- b) A Spill Control and Clean-Up Plan and Procedure which complies with DOT, OSHA, NCDEQ, SCDHEC, EPA and UCW regulations and standards, as well as other Applicable Law, shall be developed and implemented by Contractor.
- c) Contractor shall immediately notify UCW once a spill of Dewatered Waste Activated Biosolids, of any amount, has occurred. Contractor shall submit a written report describing the nature of the spill; quantity of Dewatered Waste Activated Biosolids spilled; actions taken to manage, contain, remove, and clean up the spill. The

environmental impact of the spill; and the preventative steps that will be taken in the future to avoid spills to UCW within twenty-four (24) hours of the spill.

- d) Contractor shall pay for all expenses incurred, by both itself and UCW, from a spill occurring during its management of Dewatered Waste Activated Biosolids. This includes, without limitation, all expenses from all management, containment, clean-up, removal, environmental testing, remediation and disposal at a licensed site (if necessary) which may occur as a result of a spill, as well as any penalties, fines, or any other costs assigned to UCW issued by any governmental agency or other authority as a result of the spill.

4.11 SAFETY PROGRAM

Contractor shall certify that it has an Occupational Safety and Health Program in place and that Contractor is in compliance with OSHA and North Carolina Department of Labor standards and regulations.

4.12 INSPECTION RIGHTS

The Contractor shall allow and assist in the inspection of its activities by UCW. All vehicles, equipment, and facilities used by the Contractor must be available for inspection by UCW personnel at any time requested by UCW.

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 shall become the property of Union County and will not be returned to the Offeror. Any and all costs incurred by an Offeror in preparing, submitting, or presenting submissions are the Offeror’s sole responsibility and Union County shall not reimburse the Offeror. 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 Offeror 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 Offeror 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. Offeror 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 Offeror’s materials which was properly labeled by the Offeror as a trade secret, Union County will notify the Offeror of the request and the date that such materials will

be released to the requestor unless the Offeror obtains a court order enjoining that disclosure. If the Offeror fails to obtain the court order enjoining disclosure prior to that date, Offeror understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Offeror 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 Offeror.

5.2 DUPLICATE PROPOSALS

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

5.3 PROPOSAL FORMAT

The County desires all responses to be identical in format. 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.

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit the proposal electronically – Refer to Section 2.2. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

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

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

The total length of the submittal, including cover letter, should be no more than 25 single-sided pages. Submittals should be on 8 ½" x 11" paper with an 11-point minimum text size; special graphics may be included on 11" x 17" paper with an 11-point minimum text size, if necessary. These special graphics pages will count toward the 25-page limit. The 11-point minimum text size does not apply to graphics, captions, tables, or figures, and there is no specific font style required.

Key personnel resumes may also be provided as an appendix to the document and will not count against the page limit. Covers, section acknowledgements, and the required forms, do not count against the page limit.

The RFP should include a response to each of the following criteria. **Failure to address each area could result in rejection of a proposal.** Please provide a table of contents in the format of the proposal requirements along with tabs identifying each section and subsection. Include examples of procedures, reports, or other information where applicable.

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

- **Section A** – Cover Letter
- **Section B** – Project Team
- **Section C** – Project Experience
- **Section D** – Project Management, Approach and Quality Control
- **Section E** – Reputation of Offeror
- **Section F** – References
- **Section G** – Cost Proposal
 - Appendix A – Cost Proposal (completed); submit with Proposal
- **Section H** – Required Forms
 - Appendix B – Proposal Submission (signed)
 - Appendix C – Addenda Receipt and Anti-Collusion (signed)

There are eight (8) Sections to this proposal. The instructions for each Section are outlined below.

Omissions and incomplete answers may be deemed unresponsive.

5.3.1 SECTION A – COVER LETTER

The proposal must include a cover letter attesting to its accuracy and signed by an individual authorized to execute binding legal documents on behalf of the Offeror. Include the following:

- Legal company name and DBA (if applicable).
- Company address, telephone number and website address.
- Location providing service, address, and telephone number.
- Name of single point of contact, title, direct telephone number and/or extension, and email address.
- Name of person with binding authority, title, address, direct telephone number and/or extension, and email address.
- Stipulate that the proposal price will be valid for a period of 120 days.
- Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its proposal: *“The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.”*

5.3.2 SECTION B – PROJECT TEAM

Provide a detailed organization chart showing the team proposed for these services, including the project manager, operations staff, transportation personnel, compliance

staff, and support personnel, and other support staff to be used in completion of the work.

Include professional qualifications of each team member, office location, number of years with the firm, and relevant experience with biosolids hauling, transport, processing or disposal, and regulatory compliance.

Identify the project manager who will serve as the primary point of contact and describe their experience managing similar biosolids programs.

Include any applicable licenses or certifications, including any applicable licenses or certifications relevant to biosolids hauling, transport, processing, and regulatory compliance, and any other relevant credentials required to perform the services described in this RFP.

5.3.3 SECTION C – PROJECT EXPERIENCE

Provide a minimum of five (5) representative projects demonstrating your firm's successful completion of biosolids removal, hauling, processing or disposal services within the past ten (10) years.

For each project, include:

- Project name and location
- Owner/Agency name
- Project manager
- Contract duration
- Description of services performed
- Estimated annual volume of biosolids managed
- Type of biosolids (dewatered)
- Method of processing or disposal (composting, beneficial reuse, landfill, etc.)

Projects should be similar in size, complexity, and regulatory requirements to the services described in this RFP.

5.3.4 SECTION D – PROJECT MANAGEMENT, APPROACH AND QUALITY CONTROL

Provide a detailed description of your firm's approach to managing biosolids removal, transport, and processing or disposal services.

At a minimum, include:

- Scheduling and coordination with County staff
- Procedures for removal, transport, and processing or disposal
- Compliance with federal, state, and local regulations (including 40 CFR Part 503)
- Monitoring, reporting, and recordkeeping procedures

- Spill prevention, response, and cleanup procedures
- Odor control and public impact mitigation
- Contingency plans for weather events or operational disruptions
- Quality control procedures to ensure compliance and performance

Describe how your firm will ensure reliable, continuous service and maintain compliance with all permit requirements.

5.3.5 SECTION E – REPUTATION OF RESPONDENT

Provide information regarding your firm’s reputation, including past performance on biosolids management, hauling, processing or disposal, or similar utility service contracts. State whether the company has been sued or had a claim filed against it in the last five (5) years. If the answer is “yes” please, provide details of each suit or claim and the resolution of the matter.

5.3.6 SECTION F – REFERENCES

Provide, at a minimum, five (5) references from public sector or utility clients for whom your firm has provided biosolids removal, hauling, processing or disposal, or similar services.

Include at least one client for whom services are no longer being provided:

- Company/Government Entity
- Contact Name and Title
- Address
- Direct Phone Number
- Email Address
- Length of Relationship

5.3.7 SECTION G – COST PROPOSAL

Offerors shall submit pricing in accordance with Appendix A – Pricing Form.

The Cost Proposal shall include all required unit pricing, cost-plus percentages, and any additional fees as identified in Appendix A.

Pricing shall include, at a minimum:

- Removal of dewatered biosolids from Twelve Mile Creek WRF
- Transport to processing or disposal facility
- Processing, composting, or disposal costs
- Any applicable fees necessary to perform the services described in this RFP. All pricing shall be complete, clearly defined, and inclusive of all costs necessary to perform the services described in this RFP.

5.3.8 SECTION H – REQUIRED SIGNATURE FORMS

Offerors must include completed copies of the following documents:

- Appendix A – Cost Proposal (completed); submit with proposal
- Appendix B – Proposal Submission Form (signed)
- Appendix C – Addenda Receipt and Anti-Collusion (signed)

6 EVALUATION CRITERIA AND SELECTION PROCESS

6.1 SELECTION PARTICIPANTS

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

6.2 EVALUATION SELECTION PROCESS

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

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

The initial evaluation criteria and relative weights listed below will be used to rank proposals and identify the most qualified Offerors or to develop a shortlist of firms for further evaluation.

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RFP Criteria	Weights
Project Team <ul style="list-style-type: none"> - Qualifications of proposed staff, including experience in biosolids hauling, processing or disposal, and regulatory compliance - Availability and capacity to perform the work - Experience with similar biosolids management programs 	25%
Project Experience Demonstrated experience providing biosolids removal, hauling, processing or disposal services <ul style="list-style-type: none"> - Successful completion of comparable public sector or utility projects - Familiarity with applicable regulatory and permit requirements 	25%
Project Management, Approach, and Quality Control <ul style="list-style-type: none"> - Proposed approach to scheduling, coordination, and communication with County staff - Methodology for hauling, transport processing or disposal, and reporting - Quality control procedures and compliance management - Ability to maintain continuous service 	20%
Reputation of Offeror <ul style="list-style-type: none"> - Past performance and history of successful project delivery - Record of completing work without significant issues, disputes, or claims 	15%
Cost Proposal <ul style="list-style-type: none"> - Completeness and competitiveness of pricing - Clarity and structure of unit pricing 	15%

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 refining the evaluation and final selection, the following criteria may be used during interviews:

Interview Criteria	Weights
Proposed Approach, Implementation and Staff	70%
Price, Quality and Relevance of Interview as it Relates to the Scope of the RFP	30%

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

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.

The County may enter into negotiations with the next highest-ranked Offeror if negotiations with the initially selected 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 five (5) one-year renewal options at the County's discretion, pending annual budget approval.

By mutual agreement, any contract which may be awarded pursuant to this RFP, may be renewed in accordance with the description above at agreed prices with all other terms and conditions remaining the same.

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 COST ADJUSTMENTS

The Unit pricing shall remain firm for the first twelve (12) months of the Contract. Thereafter, the Contractor may request an annual adjustment to unit pricing no more than once per year. Any requested adjustment shall be based on the percentage change in the All Urban Consumers Price Index (CPI-U) South Region, Others Goods and Services, as published by the Bureau of Labor Statistics, United States Department of Labor, for the preceding twelve (12) month period.

The adjusted unit pricing shall be calculated by applying the percentage change in the CPI index to the unit pricing in effect during the previous contract year.

In no event shall any annual increase exceed seven percent (7%) in any contract year unless otherwise approved in writing by the County.

The Contractor must submit any request for an adjustment in writing, along with supporting documentation, at least sixty (60) days prior to the effective date of the requested increase. The County reserves the right to request additional supporting documentation and to reject any requested increase that is not adequately justified.

7.3 TRAVEL AND EXPENSE POLICY

All travel, lodging, meals, and incidental expenses shall either be included in the Consultant's proposed hourly rates or, if separately itemized, shall comply with the U.S. General Services Administration (GSA) per-diem and meal & incidental expense (M&IE) breakdown and the current IRS standard mileage rate. Union County will not reimburse above these federal limits or for first-class or business-class travel.

No travel or reimbursable expenses shall be incurred without **prior written authorization** from the County's Project Manager. Any reimbursable expenses must comply with Union County's expense-reimbursement policy and be supported by detailed receipts.

7.4 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.

7.5 SUB-OFFEROR/PARTNER DISCLOSURE

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

7.6 EXCEPTION TO THE RFP

An "exception" is defined as the Offeror'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 Offeror 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 Offeror's solution, must be described in detail.

7.7 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.

7.8 EQUAL EMPLOYMENT OPPORTUNITY

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

7.9 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.

7.10 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.

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

7.12 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.

7.13 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
Attention: Union County Risk Manager
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.

7.14 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 – COST PROPOSAL

RFP 2026-072 Twelve Mile Creek WRF Biosolids Services

SUBMIT WITH PROPOSAL

Provide unit cost for all work shown below:

Cost Proposal	Unit	Unit Cost
Transfer of Dewatered Waste Activated Biosolids to Processing Facility	\$/Wet Ton	
Disposal of Dewatered Waste Activated Biosolids at Processing Facility (Tipping Fee)	\$/Wet Ton	
Rental of Trailer(s) for Dewatered Waste Activated Biosolids Storage	\$/Trailer	

The following fuel surcharge or discount per load of Class B Biosolids transported shall apply when the diesel fuel price is outside the range of \$2.76 - \$3.50 per gallon. Average diesel fuel price will be the monthly average price for Diesel (On-Highway) – All Types – Central Atlantic (PADD 1B) as reported by the US Energy Information Administration, available online at <http://www.eia.gov/petroleum/gasdiesel/>.

Fuel Surcharge / Discount per Trip

One Way Distance	Average Diesel Fuel Price							
	Less than \$2.25	\$2.26-\$2.50	\$2.51-\$2.75	\$2.76-\$3.50	\$3.51-\$4.25	\$4.26-\$4.50	\$4.51-\$4.75	\$4.76 or greater
Miles								
0-10	-\$3.00	-\$2.00	-\$1.00	\$0	\$1.00	\$2.00	\$3.00	\$4.00
10.1-20	-\$6.00	-\$4.00	-\$2.00	\$0	\$2.00	\$4.00	\$6.00	\$8.00
20.1-30	-\$9.00	-\$6.00	-\$3.00	\$0	\$3.00	\$6.00	\$9.00	\$12.00
30.1-40	-\$12.00	-\$8.00	-\$4.00	\$0	\$4.00	\$8.00	\$12.00	\$16.00
40+	-\$15.00	-\$10.00	-\$5.00	\$0	\$5.00	\$10.00	\$15.00	\$20.00

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9 APPENDIX B – PROPOSAL SUBMISSION FORM

RFP 2026-072 Twelve Mile Creek WRF Biosolids Services

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 2026-072 Twelve Mile Creek WRF Biosolids Services

SUBMIT WITH PROPOSAL

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

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

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

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

11 APPENDIX D – TEMPLATE CONTRACT

RFP 2026-072 Twelve Mile Creek WRF Biosolids Services

DO NOT SUBMIT WITH PROPOSAL

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

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

W I T N E S S E T H

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

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

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

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

“Act”), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

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

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

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

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

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

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

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

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

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

assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

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

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

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

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

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

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

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

[Signatures follow on the next page.]

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

UNION COUNTY

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

[CONTRACTOR'S FULL LEGAL NAME]

By: _____ (SEAL)

Approved as to Legal Form _____

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

Deputy Finance Officer

Exhibit A
Insurance Requirements

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

A. WORKERS' COMPENSATION

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

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

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

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

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

E. POLLUTION LIABILITY INSURANCE

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

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

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

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

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

II. **ADDITIONAL INSURANCE REQUIREMENTS.**

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

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

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

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

Department: _____
Contract #: _____

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

I. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 North 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.