



Request for Proposal No. 2025-054

Utility Locate Services

Due Date: July 15, 2025
Time: 11:00 AM Local Time
Submittal Location: Electronic Submission
Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Non-Mandatory Pre-Submittal Conference

Date: June 18, 2025
Time: 10:00 AM Local Time
Location: Union County Operations Center
Training Room
4600 Goldmine Road
Monroe, NC 28110

Procurement Contact:

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Senior Procurement Specialist
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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Proposals No. 2025-054 Utility Locate Services

Electronic proposals will be received by the Union County's Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112, until **11:00 AM Local Time on July 15, 2025.**

Union County, North Carolina, through Union County Water, is seeking proposals from qualified firms to provide Utility Locate Services for locating and marking underground water and sewer infrastructure owned and operated by UCW.

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)

A Non-Mandatory Pre-Proposal Conference will be held on **June 18, 2025, at 10:00 AM Local Time.** Representatives from Union County will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement Representative listed on the cover page (corey.brooks@unioncountync.gov) no later than **June 25, 2025, 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

All Proposals are to be received electronically by the Union County Procurement Department no later than **July 15, 2025, 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 size accepted 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 PROPOSAL QUESTIONS

Proposal questions will be due on or before **June 25, 2025, 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 Corey Brooks at corey.brooks@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 C, Addendum and Anti-Collusion Form.

2.5 COMMUNICATION

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

3 INTRODUCTION

3.1 COUNTY

The County (estimated population 254,070) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

3.2 PURPOSE

Union County, North Carolina, through Union County Water, is seeking proposals from qualified firms to provide Utility Locate Services for locating and marking underground water and sewer infrastructure owned and operated by UCW.

The selected contractor will be responsible for performing timely, accurate, and compliant locates in response to excavation notices received through NC811, in accordance with the North Carolina Underground Damage Prevention Act. These services are intended to supplement UCW's in-house locating capabilities and help manage an increasing volume of locate tickets due to regional growth.

The intent of this contract is to establish a partnership with a qualified service provider capable of protecting critical infrastructure, supporting operational continuity, and ensuring public and worker safety through high-quality utility locating services.

3.3 PROJECT BACKGROUND

Union County Water (UCW) owns and operates over 1,200 miles of water main and 780 miles of sewer lines, serving a rapidly growing customer base. With more than 65,000 811 locate requests annually and increasing excavation activity throughout the region, UCW is seeking to supplement internal resources with a qualified contractor to perform underground utility locating services.

The selected contractor shall coordinate closely with UCW staff to deliver seamless locating services to support utility locating efforts and ensure compliance with the North Carolina Underground Damage Prevention Act. The work will involve locating and marking UCW-owned water and sewer infrastructure in street rights-of-way and easements across Union County and, where applicable, neighboring areas.

Contractors will be responsible for performing Standard Locates (electromagnetic induction), Advanced Locates (including GPR and potholing when needed), and providing documentation such as digital photos, ticket responses, and reports in coordination with UCW's ticket management system. Services must be performed in a professional and timely manner, and contractors must be equipped with the personnel, equipment, and technology necessary to handle high volumes and diverse field conditions.

This engagement is critical to ensuring the protection of public infrastructure, the safety of excavators and the public, and the continuity of service for Union County residents.

4 SCOPE OF WORK

4.1 DEFINITIONS

- Locate

The process of identifying and marking underground utilities in response to a Notice of Excavation, including submission of a positive response code to NC811.

- Standard Locate

A locate that can be completed using electromagnetic (induction) locating methods, typically by connecting directly to a tracer wire or metallic pipe.

- Advanced Locate

A locate that cannot be completed using induction methods and requires advanced techniques such as ground penetrating radar (GPR), potholing, or hand-digging to identify infrastructure locations.

- Attempted Locate

A locate that is attempted but cannot be completed due to the presence of **unlocatable facilities**, despite the use of both standard and advanced methods. Must be documented and closed out properly in NC811 with a positive response code.

- Unlocatable Facilities

Facilities that are known to exist (through records or maps) but cannot be field located with **reasonable accuracy** using electromagnetic or GPR methods due to non-metallic materials, lack of tracer wire, or interference.

- Positive Response

The formal reply submitted by the utility owner or contractor to NC811 indicating the status of a locate ticket (e.g., marked, no conflict, unlocatable, etc.), as required under state law.

- Notice of Excavation

A locate request generated by an excavator and transmitted through NC811. Each notice is assigned a unique ticket number. Multiple notifications related to the same ticket (e.g., 3-hour retransmits) are considered a single locate and are not billable as separate tickets.

- Marking

The physical application of paint, flags, or stakes to indicate the location of underground facilities on the horizontal plane, in accordance with the **North Carolina Underground Damage Prevention Act** and **APWA color codes**.

- Reasonable Accuracy

The tolerance for locate markings as defined in the NC Underground Damage Prevention Act, typically within **24 inches of the outside edge** of the facility on a horizontal plane.

4.2 OVERVIEW

Union County Water (UCW) is requesting proposals from qualified contractors to provide Underground Utility Locate Services. The purpose of this service is to protect UCW's water and sewer infrastructure by responding to excavation notices and accurately marking underground utilities in accordance with the North Carolina Underground Damage Prevention Act (N.C.G.S. 87-100, et seq.).

UCW receives a high volume of locate request tickets annually and expects continued growth due to broadband and infrastructure expansion. The service area includes approximately 1,214 miles of water pipe and 780 miles of sewer pipe, approximately sixty-three thousand (63,000) active water connections and approximately forty-two thousand six hundred and seventy-two (42,672) active sewer connections, spanning Union County and adjacent jurisdictions. The selected contractor may be assigned geographic territories, which UCW may adjust at its discretion.

All Proposals must be inclusive of the entire Union County Water service area, whereas no proposal will be accepted that is limited to only a portion of the Service area and must include all services described in this RFP.

The selected contractor shall serve as an extension of UCW staff and will be responsible for:

- Receiving and responding to locate tickets via UCW's electronic ticket management system (Irtb).
- Performing field locates for water and sewer mains, laterals, appurtenances, and service connections.
- Using electromagnetic (induction) and, when necessary, ground penetrating radar (GPR) technologies.
- Providing appropriate markings and documentation in accordance with APWA color code standards.
 - "Centerline" marking requirement
 - "UCW" on all marks

- Avoid painting hydrants
- Taking and archiving digital photographs of each locate.
- Closing out tickets with proper positive response codes as defined by NC811.
- Contractor personnel must attend an initial UCW training session and may be required to participate in periodic field meetings or technical briefings as requested.
- Contractors must submit a weekly email to UCW identifying the number of tickets assigned per locator
- Contractors must respond to any service complaints within three (3) business days. Failure to address or resolve complaints may constitute a breach of contract

Contractors must be capable of operating in varied weather and field conditions and shall provide all labor, vehicles, equipment, materials, technology, supervision, and administrative support necessary to fulfill the work. The contractor will also be required to maintain accurate records and coordinate regularly with UCW staff to ensure quality, compliance, and performance.

The contractor must provide all tools and technology necessary for successful locate operations, including but not limited to electromagnetic locating equipment, GPS-enabled devices, digital cameras (minimum 200 DPI resolution), and marked vehicles. GPR must be available for advanced locates. All locate staff must wear identifiable uniforms and appropriate PPE.

UCW's system includes a variety of pipe materials including ductile iron, PVC, copper, clay, steel, and asbestos cement, some of which may lack tracer wire.

Services may be assigned geographically and adjusted at UCW's discretion based on operational needs.

4.3 UNION COUNTY WATER RESPONSIBILITIES

UCW has the right to expand or decrease the territory covered by the Company and we will attempt to have any additional areas assigned contiguous to the original assigned area. However, depending on the workload, UCW reserves the right to add geographic areas that may not be contiguous but does **not** intend to have areas that are a blend of UCW staff and Company staff. When a property address is provided on a locate ticket, the locate service must include the full property address, from one end of the property to the other, as well as any additional area(s) requested on the ticket.

UCW will provide the Company access to UCW's utility locate system, "Irth". Access to this system will be limited and provided to appropriate Company personnel. The Company must agree to limit access to only those employees acting on behalf of the Company for the purposes of this contract.

UCW will provide the Company with maps that are available to support locating water and wastewater infrastructure as defined by the scope of this RFP. UCW cannot guarantee the completeness or accuracy of the maps. UCW will provide access to view the water and wastewater system through a secure mapping portal. Access via this portal precludes output functions such as printing, downloads to internal or external data storage, data replication, etc. when viewing water and wastewater maps.

Some of the as-builts do not show measurements or exact locations of the mains and services. There have been many road changes and construction work that have made some as-builts obsolete. However, much of the system has been field surveyed, and the GIS mapping system provides survey quality data for those above ground structures that were surveyed.

The Company must agree to sign the required disclaimer prior to receiving access to data. The Company must agree to limit access to the water and sewer maps to only those employees acting on behalf of the Company who have a need to see them. The Company must agree to require such people requiring access to the Owner's maps to sign the necessary disclaimer(s) as provided by Union County Water. The Company must agree to abide by the limits and requirements set forth by Union County and Union County Water regarding the ability to copy maps and the return of maps at the end of the contract term.

4.4 COMPANY RESPONSIBILITIES

The Company shall provide qualified and adequately trained staff to perform utility locating services in accordance with the requirements of Article 8A of Chapter 87 of the N.C. General Statutes: Underground Utility Safety and Damage Prevention Act. The Company (firm chosen by UCW) shall provide Excavator (a third-party company) with the horizontal location and description of all of the Owner's facilities in the area where the proposed excavation or demolition is to occur. The location shall be marked by stakes, soluble paint, flags, or any combination thereof, as appropriate, depending upon the conditions in the area of the proposed excavation or demolition.

The Company shall adhere to North Carolina General Statute 87-121 and the American Public Works Association (APWA) Uniform Color Code for marking. If the diameter or width of the facility is greater than four inches, the dimension of the facility shall be indicated at least every 25 feet in the area of the proposed excavation or demolition. In the event UCW operates multiple facilities in the area of the proposed excavation or demolition, the Company shall locate each facility.

The Company shall provide all the equipment necessary to complete the work required for this project, including but not limited to smart phones (with data services), laptop or tablet computer(s), and a clearly marked and properly identifiable work vehicle displaying its use for locating services with company name and proper safety lighting.

Locators will be equipped with marked, uniform clothing or appropriate identification showing the appropriate company name as well as Personal Protection Equipment (PPE) suitable for their work assignments when in the field performing Services for Union County.

The Company shall comply with all applicable safety regulations and wear appropriate personal protective equipment (PPE) while performing work under this contract. Failure to comply with mandated safety regulations and/or repeated or flagrant safety violations may constitute grounds for Contract termination.

4.5 LOCATING STANDARDS

The Company and all locators provided to UCW shall follow the regulations stated in General Statute 87: Underground Utility Safety and Damage Prevention Act. All equipment necessary to complete the work shall be provided by the Company including, but not limited to, transportation (with all proper safety measures and required identifiers), name badge, communication devices, location equipment, and marking paint in accordance with NC Statute 87 and APWA standards.

The Company is responsible for locating **water** services from the meter to the main and all water mains. Everything from the meter to the house is private and thus UCW does not locate. Marking paint shall be in accordance with NC Statute 87 and APWA standards, using the color blue over the location of water mains and services with blue water-soluble paint or if appropriate, blue flags.

The Company is responsible for locating **sewer** services from the cleanout to the main and all sewer mains. Everything from the cleanout to the house is private and thus UCW does not locate. Marking paint shall be in accordance with NC Statute 87 and APWA standards, using green over the location of sewer gravity and force mains and services with green water-soluble paint or if appropriate, green flags.

4.6 STANDARDS FOR MARKING AND COMMUNICATION

All markings shall follow APWA Uniform Color Code standards. The contractor must clearly label all marks with "UCW" and ensure visibility on permanent structures (e.g., manholes, valve covers, meter boxes). Positive response codes must be submitted to NC811 in accordance with G.S. 87-121. Each locate must be documented with digital photos before excavation.

4.6.1 PHOTO DOCUMENTATION REQUIREMENTS

The contractor shall submit high-resolution (minimum 200 DPI) digital photographs of all locate markings prior to excavation. Files shall be named and organized per UCW's specifications and submitted monthly or upon request.

4.7 "UNLOCATABLE" AND ATTEMPTED LOCATES

If a facility is determined to be unlocatable after reasonable effort using electromagnetic and GPR methods, the locate may be classified as "Attempted Locate." The contractor must notify UCW and the excavator of this condition prior to ticket expiration and record the positive response code accordingly.

4.7.1 RESPONSIBILITIES AROUND UNLOCATABLE FACILITIES

If facilities cannot be located after a good faith effort (minimum 30 minutes using EM and GPR), the contractor shall notify UCW and the excavator and submit a positive response code indicating unlocatable facilities.

4.8 LICENSE AND EXPERIENCE REQUIRED

Offerors must meet the following minimum qualifications to be considered for award:

- Demonstrated experience performing underground utility locating services for public utilities, municipalities, or similar organizations with a customer base of at least 60,000 service connections.
- A minimum of five (5) years of relevant organizational experience in locating underground water and sewer infrastructure.
- A minimum of three (3) successfully completed contracts for utility locating services within the past five (5) years.
- Capability to perform Standard and Advanced Locates using industry-standard equipment including electromagnetic (induction) and ground penetrating radar (GPR).
- Sufficient personnel, equipment, and administrative resources to manage high volumes of locate tickets.
- Compliance with OSHA regulations and the North Carolina Underground Damage Prevention Act.
- Possession of all required licenses, certifications, and insurance to operate in the State of North Carolina.

In addition:

- Key personnel must have applicable certifications and training relevant to utility locating.
- Offerors shall submit résumés for proposed staff and identify the primary point of contact responsible for contract oversight.
- Offerors shall submit at least five (5) references for similar utility locating services, including project scope, contact name, phone number, and email address.

UCW reserves the right to verify experience and reject any proposal that does not clearly demonstrate the ability to perform the required services at the scale and standards defined in this RFP.

4.8.1 SUBCONTRACTING PROHIBITION

The contractor may not subcontract any portion of the locate services under this contract. All services must be performed by employees of the awarded firm.

4.9 SERVICE INTERRUPTION & LIABILITY

If contractor error results in damage to UCW-owned infrastructure, the contractor shall be held 100% liable for all repairs, penalties, and associated costs.

Contractor may not invoice for duplicate locate tickets, damage notification responses, or any ticket fulfilled after excavation or damage has occurred. UCW reserves the right to reject such invoices.

Tickets completed after excavation or in response to a damage notice are not eligible for compensation and may be rejected for payment.

The Company shall exercise all reasonable care and diligence in providing Services for UCW. The Company must use techniques representative of industry standards when providing these services. If there is an interruption to the services of Owner owned infrastructure, the Company will be involved in the determination of cause, at its own expense, and subsequent investigation as to fault.

If damage is caused to UCW's utility infrastructure and/or service is interrupted on a section located by the Company per this contract, and the Company is found to be negligent, then the Company will be held one hundred percent (100%) liable for the cost of repairs to the infrastructure, including damages to other property and associated fines/penalties, reimbursed to UCW. This responsibility applies only to the location of UCW-owned infrastructure based on the contract's Scope of Services. The Company has no responsibility for non-UCW owned infrastructure.

If damage occurs to above ground private property due to the marking method, material, workmanship and/or other circumstances that is part of the locating process, the Company is one hundred percent (100%) financially responsible for repair of damages and resolution of the issue.

If the situation occurs where utility line(s) are determined undetectable, the Company must exhaust all means necessary within industry-accepted practices to determine the proper location of the facility, including but not limited to GIS, GPR (Ground penetrating radar), as-builts, etc. When the line(s) is found to be undetectable, the Company shall notify UCW designee by 12pm on the requests due date, and both parties will develop a resolution.

If damage occurs by a third party to any portion of the UCW water and sewer system, as well as area property damage, and it was determined that the facility is undetectable by both UCW and the Company (as described in the above paragraph) prior to the expiration of the locate request, UCW will not hold the Company liable for damages, penalties, financial responsibility, etc.

In cases where Owner GIS data is incorrect, the Company will contact UCW's designee for further instructions. Unless the Company, in its professional judgement, should know or should have known, it may not be responsible for any damage to the UCW-owned infrastructure:

- not shown or shown incorrectly in the Owner's GIS data; or
- marked properly in accordance with The North Carolina Underground Damage Prevention Act, Article 8A of Chapter 87 of the North Carolina General Statutes; Underground Damage Prevention Act; or
- that could not have been reasonably anticipated during review or locating of the Owner owned infrastructure.

In addition, the Company shall indemnify and hold harmless the County and UCW, its officers and employees, for all claims resulting from the Company's failure to do a locate in accordance with contract requirements.

4.10 COMPLAINT RESOLUTION

The contractor shall address and resolve any service-related complaints within three (3) business days of notification from UCW. Failure to resolve service-related complaints within three (3) business days may constitute a breach of contract and may result in corrective action or termination at UCW's discretion.

4.11 DAMAGE INVESTIGATION PROTOCOL

Contractor shall conduct and submit a written damage investigation report following any utility strike associated with a completed locate. The report shall include timestamps, photos, and a narrative of field conditions and actions taken.

Contractor staff must sign UCW-provided disclaimers to access water and sewer maps and may not download, replicate, or redistribute GIS data.

4.12 TICKET MANAGEMENT SYSTEM COMPATIBILITY

Contractor must utilize a ticket management system that integrates with UCW's existing platform (Irth) and respond to NC811 notices with appropriate positive response codes per statutory requirements.

Contractor will be granted view-only access to UCW's GIS mapping system. UCW makes no warranty as to the completeness or accuracy of GIS data and requires all users to sign a data disclaimer form prior to access.

4.13 WORK ASSIGNMENT PROCESS

Services under this contract may be issued on an as-needed basis through written Work Orders or Task Orders. Each order will define the specific scope of work, location(s), timeframe, and any special conditions. The Contractor shall not proceed without a written order issued by Union County.

4.14 NON-EMERGENCY LOCATES

Non-emergency locate tickets must be completed within 72 hours of notification, per NC General Statute 87-121.

4.15 WORKLOAD EXPECTATION

Locators are expected to maintain a daily ticket volume comparable to UCW's internal staff, typically 40 to 60 tickets per day depending on area density and complexity.

4.16 COMPENSATION AMOUNT AND SCHEDULE

The Company will not be compensated if the locate is performed after damage has occurred or if the locate is performed after the excavation has taken place provided that the excavating party allows the prescribed time to elapse between its request for the locate service and its excavation.

The Company must not invoice UCW for services performed multiple times for the same Locate Request. The company must not invoice for damage notifications received by NC811.

The Company must be able to recognize that a Locate Request has been fulfilled and need not be repeated, if not required under the current North Carolina Damage Prevention Act.

While UCW understands there are certain circumstances in the field that will cause the need for a Company to re-locate a facility, the Company should do their due diligence to ensure there is not an unnecessary redundancy in services provided.

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** – References
- **Section F** – Cost Proposal
 - Appendix A – Cost Proposal (completed); submit with Proposal
- **Section G** – 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 that presents the team to be dedicated to these services. This should include the project manager, and other support staff to be used in completion of the work. Information to be included in this section shall include:

- Professional, relevant qualifications of each team member, including which projects listed under the Project Experience section of the response, the project team individual(s) had a significant role.
- Include any professional license’s information held for each team member, as applicable. Locating certifications and field supervision experience.
- Office location and number of years team members have worked with the Offerors current company.
- Available time (in percent) that each team member may commit to these services.

5.3.3 SECTION C – PROJECT EXPERIENCE

Provide a minimum of five (5) representative projects summarizing your team’s professional service experience with public utilities and high-volume locate workloads within the United States. Include the following information for each project:

- Owner's name
- Owner's contact person name, address, telephone number, and email address
- Title and description of the project
- Description of the services provided
- Dollar value of the engagement
- Duration of the engagement

Describe the firm's overall reputation and history of performance on similar projects. Include a summary of the firm's track record in delivering projects on time and within budget, responsiveness to client needs, and ability to resolve challenges professionally.

Dispute Disclosure:

Disclose whether your firm has been involved in any litigation, claims, or formal disputes related to service delivery within the past five (5) years. If so, briefly summarize each instance, including the nature of the issue, parties involved, and how it was resolved.

5.3.4 SECTION D – PROJECT MANAGEMENT, APPROACH AND QUALITY CONTROL

Provide a brief description of the systems and methods employed by the team to effectively manage these projects, including a summary on the management of: goal setting, managing client expectations, communications, scope, approach, quality control, managing project schedule, cost, quality control/assurance, ticket handling processes, documentation standards, and stakeholders within prescribed budgets and change management.

5.3.5 SECTION E – REFERENCES

Provide, at a minimum, five (5) comparable clients with whom your firm has an established relationship similar to the Scope of Work outlined in this RFP and one former client that stopped doing business with you and include the following:

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

5.3.6 SECTION F – COST PROPOSAL

The Offeror shall submit a completed **Appendix A – Cost Proposal Form** as part of its proposal. The form requires unit pricing for the following service types:

- Standard Locate
- Advanced Locate (GPR or excavation required)

- Attempted Locate (Unlocatable or inaccessible)

Unit prices must be fully burdened and include all labor, equipment, materials, overhead, and administrative costs. No additional charges will be accepted unless specified in the contract.

Offerors may also include optional pricing for after-hours, but these will be evaluated separately from the base pricing.

5.3.7 SECTION G – 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 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.

RFP Criteria	Weights
Project Team & Qualifications <i>Qualifications, certifications, and availability of key personnel assigned to the project. Includes field supervisors and technicians.</i>	40%
Relevant Project Experience, Offeror’s Track Record & Reliability <i>-Experience with similar utility locating contracts for public utilities and high-ticket volumes. -Past performance on similar projects. -Understanding of specific needs of UCW for these projects; -Client satisfaction, record of claims or legal disputes, and overall professional reputation.</i>	25%
Project Management, Approach and Quality Control <i>Ticket handling process, accuracy protocols, photo documentation, use of GPR, and ability to integrate with systems like Irth.</i>	20%
Cost Proposal	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 selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

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.

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 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 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 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 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, Suite #130
Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

7.12 INDEMNIFICATION

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

--Intentionally Left Blank--

8 APPENDIX A – COST PROPOSAL

RFP 2025-054 Utility Locate Services

SUBMIT WITH PROPOSAL

Company Name: _____

The Offeror shall provide a unit price for each locate type described below. The rates proposed shall be fully burdened and include all labor, equipment, tools, travel, overhead, supervision, and administrative costs. No minimum or maximum quantities are guaranteed under this contract. The estimated annual quantities listed in the Cost Proposal Form are provided solely for the purpose of proposal evaluation and comparison. These estimates do not represent a commitment by Union County and shall not be construed as a minimum or maximum guarantee of work to be performed. Union County may issue Work Orders or Task Orders, for services based on actual needs.

Actual quantities of locate services may be higher or lower than the estimates based on operational needs. The Contractor shall be compensated based on the unit prices submitted in this proposal for the actual quantities of work performed.

Item	Description	Unit	Estimated Annual Quantity	Unit Price	Extended Price
1	Standard Locate	Each	60,000	\$ _____	\$ _____
2	Advanced Locate (GPR or excavation required)	Each	3,000	\$ _____	\$ _____
3	Attempted Locate (Unlocatable or inaccessible) <i>(May not exceed 50% of Standard Locate price)</i>	Each	2,000	\$ _____	\$ _____

Total Proposal Price: \$ _____

Authorized Signature: _____

Date: _____

**The County will not compensate for duplicate locate efforts, damage tickets, or any locate completed after the excavation has occurred or damage has taken place*

9 APPENDIX B – PROPOSAL SUBMISSION FORM

RFP 2025-054 Utility Locate 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 2025-054 Utility Locate 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 2025-054 Utility Locate 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
-------------	-------------

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.