

STATE OF NORTH CAROLINA  
COUNTY OF UNION

AGREEMENT

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 FERGUSON ENTERPRISES, LLC OF VIRGINIA, whose address is 5001 Sunset Road, Charlotte, NC 28269, hereinafter "Contractor."

W I T N E S S E T H

WHEREAS, Contractor is a supplier of certain 3/4" and 1" handwheel expansion connectors, hereinafter referred to as "Goods;" and

WHEREAS, Union desires to purchase such Goods from Contractor on an as-needed basis; and

WHEREAS, Contractor is willing to provide such Goods to Union 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. **GOODS PROVIDED.** Contractor agrees to provide the Goods in accordance with the specifications in the "Invitation for Bid No. 2026-013 Handwheel Expansion Connectors," including Addendum No. 1 thereto dated October 2, 2025, and Addendum No. 2 thereto dated October 9, 2025 (the "IFB"), attached hereto and incorporated herein by this reference. Contractor shall provide the Goods on an as-needed basis, upon request by Union for such Goods. Union shall provide a purchase order number to Contractor prior to any Goods being delivered. Contractor shall not be required to provide installation services pursuant to this Agreement. Union does not guarantee the purchase of any minimum amount of Goods pursuant to this Agreement.

2. **FEE AND PAYMENT SCHEDULE.** Union shall pay Contractor for purchase of the Goods in accordance with the attached "Appendix A – Bid Form." Contractor shall invoice Union for Goods after each delivery requested by Union has been completed pursuant to Section 1 herein. Contractor's invoice must reference the purchase order number issued by Union. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Department. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

If the Agreement is renewed for additional terms in accordance with Section 4 herein, at the beginning of each renewal term, Contractor may adjust the prices listed in the attached "Appendix A – Bid Form" based on the Consumer Price Index, subject to the cost adjustment clause in Section 7.5 of the IFB and "Attachment 1-Section 7.7 Tariffs" in Addendum No. 1 to the IFB.

3. DELIVERY SCHEDULE. Contractor shall ship requested Goods described in Section 1 herein FOB destination, Freight Prepaid. Delivery of such Goods shall be subject to the delivery clauses of the IFB.

4. TERM AND TERMINATION. The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of two (2) years (the "Initial Term"). Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement for up to two (2) additional one (1)-year terms, each a "Renewal Term," upon written notice to the Contractor. Union may terminate this Agreement at any time, with or without cause, by notification to Contractor in writing. In the event of termination without cause, Contractor shall be paid for Goods delivered to the date of notification of termination by Union.

5. 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.

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

7. 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.

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.

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

FERGUSON ENTERPRISES, LLC  
OF VIRGINIA

BY: \_\_\_\_\_ (SEAL)

Approved as to Legal Form RLM

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

**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: Water  
Contract #: 10061

- 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.

## APPENDIX A – BID FORM

### IFB No. 2026-013 Handwheel Expansion Connectors

#### SUBMIT WITH BID

Company Name: Ferguson Enterprises LLC

Unit costs shall be applied, as appropriate, to compute the total value in the scope of the work and specifications all in accordance with the Contract Documents.

The Bid shall include all costs to the supplier including, without limitation, delivery, transport, overhead, profit, taxes, insurance, etc. as described in this solicitation. Bidder acknowledges that quantities are approximate only and are given as the basis for comparison of Bids. The Owner may increase or decrease the quantity of any item as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient grounds for an increase or decrease in the unit costs.

This Bid Form must be completed in its entirety and submitted with bid. Failure to complete the following form shall result in your Bid being deemed nonresponsive and rejected without any further evaluation. Provide unit cost and total cost for each brass Handwheel Expansion Connector:

*Do not write in exceptions or additional costs. Revisions will not be accepted.*

Item	Make/Model	Estimated Quantity	Unit Cost	Total Cost
3/4" Handwheel Expansion Connector, Brass (Rubber Gaskets Only)	Ford Meter Box	20,000	19.84	396,800
1" Handwheel Expansion Connector, Brass (Rubber Gaskets Only)	Ford Meter Box	1,000	33.25	33,250
Total Bid				430,050



Provide the following:

1. Delivery in Calendar Days (Section 5) 4-5 weeks
2. NC Secretary of State ID (Section 6.12) 1837080

#### Bid Package Checklist

1. Appendix A – Bid Form
2. Appendix B – Bid Submission Form (signed)
3. Appendix C – Addendum and Anti-Collusion Form (signed)
4. Product Specifications (6.1)
5. Warranty (Section 6.2)
6. References (Section 6.5)
7. Subcontractor(s) (Section 6.7)



## Invitation for Bid No. 2026-013

### Handwheel Expansion Connectors

**Due Date:** October 7, 2025  
**Time:** 2:00 PM Local Time  
**Submittal Location:** Union County Procurement Department  
610 Patton Avenue  
Monroe, NC 28110

**Procurement Contact:**

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

# Contents

<b>1</b>	<b>Notice of Advertisement.....</b>	<b>4</b>
<b>2</b>	<b>Bid Submission .....</b>	<b>5</b>
2.1	BID SUBMISSION DEADLINE .....	5
2.2	BID DELIVERY REQUIREMENTS .....	5
2.3	BID QUESTIONS .....	5
2.4	BID ADDENDUM .....	6
<b>3</b>	<b>Instructions .....</b>	<b>6</b>
3.1	COMMUNICATIONS .....	6
3.2	BIDDERS ACKNOWLEDGMENT .....	6
3.3	DUPLICATE BIDS .....	6
3.4	BID SIGNATURES .....	6
3.5	BIDDERS RESPONSIBILITIES .....	6
<b>4</b>	<b>Introduction .....</b>	<b>7</b>
4.1	COUNTY .....	7
4.2	PURPOSE .....	7
<b>5</b>	<b>Project Scope.....</b>	<b>7</b>
<b>6</b>	<b>Specifications.....</b>	<b>7</b>
6.1	PRODUCT SPECIFICATIONS .....	7
6.2	WARRANTY.....	7
6.3	PRODUCT DELIVERY .....	8
6.4	ELECTRONIC INVENTORY FILE .....	8
6.5	REFERENCES .....	8
6.6	SOSID .....	9
6.7	SUBCONTRACTOR.....	9
6.8	DEVIATIONS .....	9
6.9	DELIVERY AND CHARGES.....	9
<b>7</b>	<b>Bid Submission and Award Procedures .....</b>	<b>9</b>
7.1	BID INFORMATION.....	9
7.2	TERMS OF SUBMISSION.....	10
7.3	EVALUATION OF BIDS .....	10
7.4	BID AWARD .....	10
7.5	COST ADJUSTMENTS .....	11
7.6	APPLICATION OF NORTH CAROLINA GENERAL STATUTES.....	12
<b>8</b>	<b>General Conditions and Requirements .....</b>	<b>12</b>
8.1	MINIMUM REQUIREMENTS FOR BIDDERS .....	12
8.2	TERMS AND CONDITIONS.....	12
8.3	IFB EXPENSES.....	12
8.4	CERTIFICATION .....	12
8.5	FINANCIAL INFORMATION .....	13
8.6	CONTRACTUAL OBLIGATIONS .....	13
8.7	COMPLIANCE WITH LAWS .....	13
8.8	SUB-CONTRACTOR/PARTNER DISCLOSURE.....	13
8.9	EXCEPTION TO THE IFB .....	14
8.10	MODIFICATION OR WITHDRAWAL OF BID .....	14
8.11	CONTRACT COMMENCEMENT .....	14
8.12	DISPUTES.....	14
8.13	RIGHT OF CANCELLATION .....	14

8.14	EQUAL EMPLOYMENT OPPORTUNITY .....	15
8.15	MINORITY AND SMALL BUSINESS PARTICIPATION PLAN .....	15
8.16	LICENSES.....	15
8.17	E-VERIFY .....	15
8.18	INSURANCE .....	15
8.19	INDEMNIFICATION .....	18
<b>9</b>	<b>Appendix A – Bid Form.....</b>	<b>19</b>
<b>10</b>	<b>Appendix B – Bid Submission Form.....</b>	<b>20</b>
<b>11</b>	<b>Appendix C – Addendum and Anti-Collusion Form.....</b>	<b>21</b>
<b>12</b>	<b>Appendix D – Technical Specifications.....</b>	<b>22</b>
<b>13</b>	<b>Appendix E - Template Contract.....</b>	<b>23</b>

## 1 NOTICE OF ADVERTISEMENT

### Union County, North Carolina IFB No. 2026-013 Handwheel Expansion Connectors

Sealed bids for Handwheel Expansion Connectors will be received by the Union County Procurement and Contract Management Department *until 2:00 PM local time on October 7, 2025* at 610 Patton Avenue, Monroe, NC 28110 at which time the bids will be opened and read aloud. **Late bids will not be accepted.**

Union County, North Carolina, through Union County Water – Business Operations, is soliciting bids from qualified companies to provide Handwheel Expansion Connectors as described in this solicitation.

If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "**BID ENCLOSED – 2026-013**" and shall be addressed to Union County Procurement Department, Attn: Vicky Watts, 610 Patton Avenue, Monroe, NC 28110.

This solicitation may be examined at the Union County Government Center, Procurement and Contract Management Department, 610 Patton Avenue, Monroe, NC 28110, Monday through Friday between the hours of 8:00 am and 5:00 pm. Copies of the solicitation may be obtained from the locations listed below free of charge:

1. Download the Solicitation Documents from the Union County website:  
<https://www.unioncountync.gov/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina eVP website:  
<https://evp.nc.gov/solicitations/> (Search County of Union)

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page ([vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov)). Deadline for questions is September 24, 2025 at 3:00 PM local time.

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

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

Union County reserves the right to reject any or all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid and Bidder whom they find, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid and Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities and technicalities not involving price, time, or changes in the Work and to negotiate, as allowed by law, contract terms with the Successful Bidder.

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

## 2 BID SUBMISSION

### 2.1 BID SUBMISSION DEADLINE

Sealed bids are to be received by the Union County Procurement and Contract Management Department for Handwheel Expansion Connectors until October 7, 2025 at 2:00 PM local time at the Union County Procurement Department, 610 Patton Avenue, Monroe, NC 28110. **Late bids will not be accepted.**

### 2.2 BID DELIVERY REQUIREMENTS

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

[Name of Vendor Submitting Bid]  
IFB No. 2026-013  
Handwheel Expansion Connectors  
Attention: Vicky Watts

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

Union County Procurement Department  
Attention: Vicky Watts  
610 Patton Avenue  
Monroe, NC 28110

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

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

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

### 2.3 BID QUESTIONS

Bid questions will be due on or before **September 24, 2025 at 3:00 PM local time**. The primary purpose of this is to provide participating Vendors with the opportunity to ask questions, in writing, related to the IFB.

Submit questions by email to Vicky Watts at [vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov) by the deadline shown above. (Do not send question in a graph or Excel sheet format.) **The email subject line should be identified as follows: Questions for IFB 2026-013 Handwheel Expansion Connectors.** All questions and answers may be posted as addenda on the County Website and the North Carolina eVP Website as indicated on the Advertisement Page of this solicitation.

## **2.4 BID ADDENDUM**

Union County may modify the IFB prior to the date fixed for submission of Bids by the issuance of an addendum. It is the bidder's responsibility to periodically check the County's website until the posted Bid Deadline to obtain any issued addenda.

Should an Offeror find discrepancies or omissions in this IFB, or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

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

## **3 INSTRUCTIONS**

### **3.1 COMMUNICATIONS**

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

### **3.2 BIDDERS ACKNOWLEDMENT**

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

### **3.3 DUPLICATE BIDS**

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

### **3.4 BID SIGNATURES**

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

### **3.5 BIDDERS RESPONSIBILITIES**

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

The successful Bidder will be responsible for all work in this solicitation whether they are provided or performed by the successful Bidder or subcontractor(s). Further, the County will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

## **4 INTRODUCTION**

### **4.1 COUNTY**

Union County, North Carolina (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.

### **4.2 PURPOSE**

Union County, North Carolina, through Union County Water – Business Operations, is seeking bids from qualified companies to provide handwheel expansion connectors as described in this solicitation.

## **5 PROJECT SCOPE**

By submitting a bid, the Vendor agrees to meet all stated requirements in this section, as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change in a requirement would allow for Union County to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.3. No exceptions will be accepted at bid opening. All exceptions must be submitted by the question deadline.

Costs must include all manufacturer charges, including delivery. Delivery should be within 4-6 weeks after receipt of the order.

## **6 SPECIFICATIONS**

This bid is for  $\frac{3}{4}$ " & 1" Handwheel Expansion Connectors. Product specifications and requirements, Appendix D – Technical Specifications, are drawn around equipment which the County has evaluated and determined that the size, construction, design layout, special features and performance are optimal. Bidders are requested to offer only equivalent comparable units, which will provide the features and performance needed and implied.

Unless otherwise stated, the use of manufacturer's names and product numbers are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intended to furnish otherwise it is fully understood that they shall furnish all items as stated.

### **6.1 PRODUCT SPECIFICATIONS**

Vendors must include with their bid sufficient documentation to demonstrate the qualitative, functional, operational, organizational, and conformational equivalence of the bid item to the specified item. Provide product technical data/specification documents. Please do not include any sales or marketing brochures.

### **6.2 WARRANTY**

The manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty with the bid response.

### **6.3 PRODUCT DELIVERY**

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

The delivery schedule that must be met by the Supplier is as follows:

- The Supplier shall deliver to the Union County Operations Center, 4600 Goldmine Road, Monroe, NC, 28110.
- Partial deliveries will be accepted. Payment will be issued upon complete shipment of each order.
- Deliveries to the specified site shall be coordinated between the Supplier and the County.
- Deliveries shall include a 48-hour notice.
- Deliveries to the specified site shall be between 8:00 am and 4:00 pm, Monday through Friday on normal business days with a 1 hour call ahead notification to the County's representative.
- All orders shall be shipped FOB: Destination.

### **6.4 ELECTRONIC INVENTORY FILE**

All orders shall be confirmed electronically upon receipt by the Supplier. Confirmation shall include an anticipated delivery date for all items. All communication regarding purchase requisitions, change orders, back orders, and the like shall be via email to the County representative.

An electronic inventory file shall be provided to the County representative by the Supplier prior to shipment of the expansion connectors allowing for confirmation between the inventory file and the order received.

The electronic inventory file shall include the following items at a minimum. The format of each file received shall be consistent.

- Manufacturer name
- Model number
- Model identification number
- Date received
- Expansion connector size

### **6.5 REFERENCES**

Vendors shall provide a minimum of three (3) references for which your company has supplied the exact model of equipment offered. The County may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the bid. Include the following:

- Company Name

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

## 6.6 SOSID

Provide a North Carolina Secretary of State identification number (SOSID) which is evidence of authority to do business in the State of North Carolina.

## 6.7 SUBCONTRACTOR

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

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

## 6.8 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail on an attached sheet and attached to bid. However, no implication is made or intended by the County that any deviation will be acceptable.

## 6.9 DELIVERY AND CHARGES

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

# 7 BID SUBMISSION AND AWARD PROCEDURES

## 7.1 BID INFORMATION

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

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

Offeror affirms all statements contained in the bid are true and accurate.

## **7.2 TERMS OF SUBMISSION**

All material received from a person or company ("Respondent") in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent's sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as "Trade Secret – Confidential and Proprietary Information," and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent's materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

## **7.3 EVALUATION OF BIDS**

Qualified bids will be evaluated to determine the lowest responsive, responsible bidder, taking into consideration quality, performance, and the time specified in the bid for performance of the contract. Consideration of such factors as: price offered; quality of item offered; general reputation and performance capabilities of offeror; substantial conformity with specifications/other conditions set forth in the bid; suitability of articles for the intended use; related services needed; date of delivery and performance; and such other factors deemed by the County to be pertinent will be used in determining responsiveness and responsibility.

## **7.4 BID AWARD**

The award shall be made to the lowest responsive, responsible bidder, taking into

consideration quality, performance, and the time specified in the bid for the performance of the contract.

The term of this contract shall be for two (2) years with three (3) one-year renewal options at the County's discretion. The award is for a fixed, firm unit price during the initial two (2) year term where product needs are based upon indefinite quantities, and where orders will be based on actual needs that may exceed or be less than projections. All expenditures under a unit price contract are contingent upon appropriations having been made by Union County Board of Commissioners. Price adjustments may be negotiated at the time of renewal, based on the applicable Consumer Price Index adjustment over the preceding twelve months.

Union County shall review the terms and conditions, and confirm performance under this contract has been satisfactory. However, the County reserves the right to terminate the contract or to allow the contract period to elapse.

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

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

## **7.5 COST ADJUSTMENTS**

The cost for all items as quoted herein shall remain firm for the contract period specified/awarded. Costs for subsequent periods and any renewal term periods shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, in the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (South Region), Other Goods and Services, with the Index period of 2025-2030 as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to Union County Water – Business Operations Department representative at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the County shall receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry. The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the County does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the County, the contract will not be renewed, and the County will rebid the contract. Any contract extension is subject to the continuation of usage and the appropriation of funds.

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

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

## **8 GENERAL CONDITIONS AND REQUIREMENTS**

### **8.1 MINIMUM REQUIREMENTS FOR BIDDERS**

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

The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience, to undertake the services required. The Offeror shall also certify that insurance coverage that meets or exceeds industry standards for this type of work will be in force to mitigate risk during performance under the contract.

### **8.2 TERMS AND CONDITIONS**

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

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

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

### **8.3 IFB EXPENSES**

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

### **8.4 CERTIFICATION**

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

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

## **8.5 FINANCIAL INFORMATION**

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

1. Annual audited financial reports for the past five (5) fiscal years;
2. Credit reports, credit bulletins, bank and vendor references, and any other
3. published statements by agencies that have been issued or published about the entity within the past five (5) years;
4. Indicate whether the Company (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years;
5. Provide a description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Bidder's financial position or ability to provide service to the County.

## **8.6 CONTRACTUAL OBLIGATIONS**

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

## **8.7 COMPLIANCE WITH LAWS**

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

## **8.8 SUB-CONTRACTOR/PARTNER DISCLOSURE**

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

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

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

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

### **8.9 EXCEPTION TO THE IFB**

An “exception” is defined as the Service Provider’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the IFB. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this IFB. Other than exceptions that are stated in compliance with this Section, each Bid shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this IFB. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider’s solution, must be described in detail. All exceptions to the IFB must be submitted by the question deadline. The exceptions will be reviewed by the County and a determination submitted by Addendum.

### **8.10 MODIFICATION OR WITHDRAWAL OF BID**

Prior to the scheduled closing time for receiving bids, any Contractor may withdraw his bid. After the scheduled closing time for receiving bids, no bid may be withdrawn for 120 days. Only written requests for the modification or correction of a previously submitted bid that are addressed in the same manner as bids and are received by the County prior to the closing time for receiving bids will be accepted. The bid will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked “Modification of Bid.” Oral, telephone or fax modifications or corrections will not be recognized or considered.

### **8.11 CONTRACT COMMENCEMENT**

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

### **8.12 DISPUTES**

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

### **8.13 RIGHT OF CANCELLATION**

Any contract agreement entered into with the County that requires ongoing payments after the end of the fiscal year in which the equipment is purchased is cancelable by the County in the event that continuing funds are not appropriated.

## **8.14 EQUAL EMPLOYMENT OPPORTUNITY**

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

## **8.15 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.

## **8.16 LICENSES**

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

## **8.17 E-VERIFY**

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

## **8.18 INSURANCE**

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

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

### **A. WORKERS' COMPENSATION**

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

Statutory limits (where contractor has three or more employees) covering all employees, including Employer's Liability with limits of:

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

**B. COMMERCIAL GENERAL LIABILITY**  
(for any agreement unless otherwise waived by the Risk Manager)  
Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit
\$5,000	Medical Expense Limit

**C. COMMERCIAL AUTOMOBILE LIABILITY**  
(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000 Combined Single Limit - Any Auto

**D. PROFESSIONAL LIABILITY**  
(for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)

\$1,000,000 Claims Made

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

**E. POLLUTION LIABILITY INSURANCE**  
(for any agreement involving the clean-up or transportation of pollutants)

\$1,000,000 Claims Made

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

**F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)**  
(for any agreement involving software applications)

\$1,000,000 Claims Made

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

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

**ADDITIONAL INSURANCE REQUIREMENTS**

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

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

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: \_\_\_\_\_  
Contract #: \_\_\_\_\_

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

- I. Certificate Holder shall be listed as follows:

Union County Risk Management  
500 N. Main Street  
Monroe, NC 28112

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

## **8.19 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--*

## 9 APPENDIX A – BID FORM

### IFB No. 2026-013 Handwheel Expansion Connectors

**SUBMIT WITH BID**

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

Unit costs shall be applied, as appropriate, to compute the total value in the scope of the work and specifications all in accordance with the Contract Documents.

The Bid shall include all costs to the supplier including, without limitation, delivery, transport, overhead, profit, taxes, insurance, etc. as described in this solicitation. Bidder acknowledges that quantities are approximate only and are given as the basis for comparison of Bids. The Owner may increase or decrease the quantity of any item as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient grounds for an increase or decrease in the unit costs.

This Bid Form must be completed in its entirety and submitted with bid. Failure to complete the following form shall result in your Bid being deemed nonresponsive and rejected without any further evaluation. Provide unit cost and total cost for each brass Handwheel Expansion Connector:

*Do not write in exceptions or additional costs. Revisions will not be accepted.*

Item	Make/Model	Estimated Quantity	Unit Cost	Total Cost
3/4" Handwheel Expansion Connector, Brass (Rubber Gaskets Only)		20,000		
1" Handwheel Expansion Connector, Brass (Rubber Gaskets Only)		1,000		
Total Bid				

Provide the following:

1. Delivery in Calendar Days (Section 5) \_\_\_\_\_
2. NC Secretary of State ID (Section 6.12) \_\_\_\_\_

#### Bid Package Checklist

1. Appendix A – Bid Form
2. Appendix B – Bid Submission Form (signed)
3. Appendix C – Addendum and Anti-Collusion Form (signed)
4. Product Specifications (6.1)
5. Warranty (Section 6.2)
6. References (Section 6.5)
7. Subcontractor(s) (Section 6.7)

## 10 APPENDIX B – BID SUBMISSION FORM

IFB No. 2026-013 Handwheel Expansion Connectors

**SUBMIT WITH BID**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 11 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

### IFB No. 2026-013 Handwheel Expansion Connectors

## **SUBMIT WITH BID**

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

Addendum No.	Date Downloaded

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

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

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

**Title:**

Email Address:

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

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

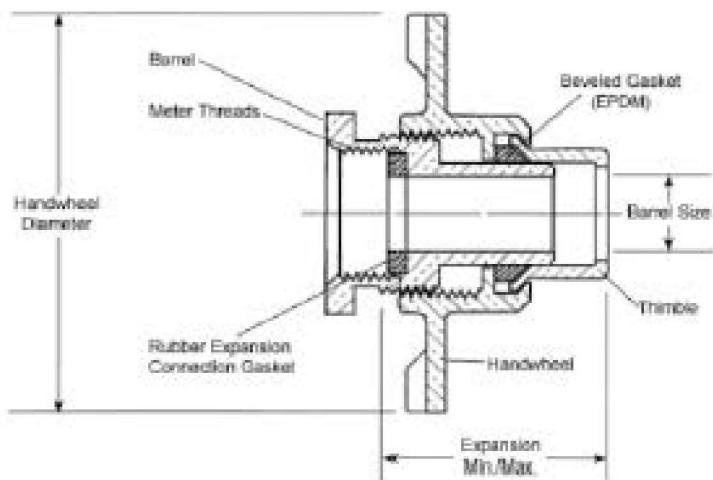
## 12 APPENDIX D – TECHNICAL SPECIFICATIONS

### IFB No. 2025-040 Handwheel Expansion Connectors

**DO NOT SUBMIT WITH BID**

#### TECHNICAL SPECIFICATIONS

##### HANDWHEEL TYPE



METER Size	BARREL Size	HANDWHEEL Diameter	EXPANSION		APPROX. Wt. Lbs.	CATALOG NUMBER	✓ SUBMITTED Item(s)
5/8"	15/32"	3-1/4"	1-7/16"	1-3/4"	0.7	EC-1-NL	
5/8" x 3/4" & 3/4"	3/4"	3-1/2"	1-5/8"	2"	0.9	EC-2-NL	
1"	1"	4-1/4"	1-15/16"	2-3/8"	1.6	EC-4-NL	

##### FEATURES

- All brass that comes in contact with potable water conforms to AWWA Standard C800 (UNS NO C89833)
- The product has the letters "NL" cast into the main body for proper identification
- UL Classified to ANSI/NSF Standard 61 and Standard 61 Annex G (NSF/ANSI 372)
- Brass components that do not come in contact with potable water conform to AWWA Standard C800 (ASTM B-62 and ASTM B-584, UNS NO C63600 - 85-5-5-5)
- Expansion Connection attaches to the meter. Together, they are installed as an expandable unit
- Meter and Expansion Connection unit can be installed or removed with one hand, without a wrench
- Enhanced security when the expansion connection is removed along with the meter
- Thimble nose piece does not rotate after contact with the rubber yoke end gasket. No "walking out."

## 13 APPENDIX E - TEMPLATE CONTRACT

IFB No. 2025-040 Handwheel Expansion Connectors

**DO NOT SUBMIT WITH BID**

*--Informational Purposes Only--*



## **Invitation for Bid No. 2026-013**

### **Handwheel Expansion Connectors**

#### **ADDENDUM No. 1**

**ISSUE DATE: October 2, 2025**

Responding Offerors on this project are hereby notified that this Addendum shall be made a part of the above named IFB document.

The following items add to, modify, and/or clarify the IFB documents and shall have the full force and effect of the original Documents. This Addendum shall be acknowledged by the Offeror in the IFB document.

**Add/Delete Section**

1. Add Attachment 1, Section 7.7 Tariffs, to solicitation document.

*End of Add/Delete Section*

**Attachment**

1. Section 7.7 Tariffs

End of Addendum 1

## Attachment 1 - Section 7.7 Tariffs

- **Tariff Defined.** For purposes of this contract, “Tariff” means any new, increased, or modified import duty, tax, or levy imposed by the United States federal government under the Harmonized Tariff Schedule of the United States (HTSUS) after the effective date of this contract.
- **Eligibility to Request Price Adjustment.** If Tariffs change during the term of this contract and directly impact the cost of products, goods, materials, or a clearly defined component part thereof required for performance of this contract, the Contractor may request a price adjustment if the net change in cost attributable solely to such Tariff change exceeds five percent (5%) of the price of the material impacted. The Contractor is limited to one price adjustment per quarter.
- **Contractor’s Request for Price Adjustment.** If the Contractor is requesting a price adjustment, it must submit (1) a written request to the County’s representative as designated in the agreement; and (2) evidence of: (i) the unit price paid by Contractor as of the date of award for the good or raw material used to furnish the goods to the County under this contract, (ii) the applicability of the Tariff to the specific good or raw material, and (iii) Contractor’s payment of the increased Tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted must be sufficient to allow the County to verify that the Tariff is the cause of the price change. The County may request, and the Contractor shall provide, additional documentation reasonably necessary to verify the Contractor’s request.
- **Calculation of Price Adjustments, Increased.** If approved by the County, the amount of any adjustment shall equal the difference between the actual material cost incurred and 105% of the baseline cost. Adjustments shall be limited to the affected materials and shall not exceed 15% of the initial price listed in the contract.
- **Calculation of Price Adjustments, Decreased.** If the Tariff is repealed or reduced prior to termination of this contract, the increase in the Unit’s contract price shall be reduced by the same amount and adjusted accordingly within ten (10) business days of the effective date of the Tariff’s repeal or reduction.
- **Right of Termination.** If the cumulative Tariff impact exceeds fifteen percent (15%) of the price listed in the contract, either party may request termination of the contract without penalty.



## **Invitation for Bid No. 2026-013**

### **Handwheel Expansion Connectors**

#### **ADDENDUM No. 2**

**ISSUE DATE: October 9, 2025**

Responding Offerors on this project are hereby notified that this Addendum shall be made a part of the above named IFB document.

The following items add to, modify, and/or clarify the IFB documents and shall have the full force and effect of the original Documents. This Addendum shall be acknowledged by the Offeror in the IFB document.

## **Clarification**

This addendum hereby modifies the Bid Opening date and the Invitation For Bid (IFB) number. The bid opening is rescheduled to Tuesday, October 21, 2025, at 2:00 pm. The IFB number is updated to "IFB 2024-013Rebid."

## **Add/Delete Section**

1. Delete all reference throughout the document of IFB 2026-013 Handwheel Expansion Connectors with a bid opening date/time of October 7, 2025 at 2:00 PM.

Add IFB 2026-013Rebid Handwheel Expansion Connectors with a bid opening date of October 21, 2025 at 2:00 PM.

*End of Add/Delete Section*

End of Addendum 2