

Request for Proposal # 2018-069

Asphalt Restoration Services

Due Date: May 24, 2018
Time: 2:00 pm EST
Receipt Location: Government Center
Administrative Services Procurement Division
500 N. Main Street, Suite #709
Monroe, NC 28112

Procurement Contact Person
Name: David Shaul
Title: Procurement Specialist
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1 Contents

2	Submittal Deadline and Addendum Information	2
2.1	PROPOSAL SUBMISSION DEADLINE	2
2.2	PROPOSAL QUESTIONS	3
2.3	ADDENDUM	3
3	Purpose	3
3.1	INTRODUCTION	3
3.2	COUNTY	4
4	Scope of Work.....	4
4.1	ASPHALT REPAIR.....	4
4.2	TEMPORARY PATCH	6
4.3	ASPHALT MILLING	6
4.4	MOBILIZATION	7
4.5	TRAFFIC CONTROL	7
4.6	SELECT MATERIAL	9
4.7	MATERIAL DISPOSAL	9
4.8	LANDSCAPING	9
5	Other Requirements	10
5.1	COMPLAINT RESOLUTION PLAN	10
5.2	EMERGENCY WORK	10
5.3	REFERENCES	10
5.4	CONFORMITY WITH WORK ORDERS AND SPECIFICATIONS	10
5.5	CUSTOMER COMMUNICATION	11
5.6	GUARANTEE	12
5.7	PROJECT WORK ORDERS	12
5.8	INVOICING AND CORRESPONDENCE	12
5.9	ADJUSTMENTS OF MANHOLES, METER AND VALVE BOXES	13
5.10	RETURN OF COUNTY OWNED TRAFFIC CONTROL DEVICES	13
6	Detailed Submittal Requirements.....	13
6.1	PROPOSAL FORMAT	13
7	Evaluation Criteria	15
7.1	EVALUATION OF PROPOSALS	15
7.2	AWARD PROCEDURES	15
7.3	AWARD	16
8	General Conditions and Requirements.....	16
8.1	TERMS AND CONDITIONS	16
8.2	SUB-CONTRACTOR/PARTNER DISCLOSURE	17
8.3	MODIFICATION OR WITHDRAWAL OF PROPOSAL	17
8.4	INSURANCE	17
8.5	ADDITIONAL INSURANCE REQUIREMENTS	18
8.6	INDEMNIFICATION	19
8.7	EQUAL EMPLOYMENT OPPORTUNITY	19
8.8	MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)	19
8.9	LICENSES	20
8.10	E-VERIFY	20
8.11	IRAN DIVESTMENT ACT NOTICE FOR LOCAL GOVERNMENTS IN NORTH CAROLINA	20
9	APPENDIX A - PRICING FORM.....	21

10	APPENDIX B - PROPOSAL SUBMISSION FORM.....	23
11	APPENDIX C – ADDENDUM RECEIPT AND ANTI-COLUSION.....	24
12	APPENDIX D – IRAN DIVESTMENT CERTIFICATE.....	25

2 Submittal Deadline and Addendum Information

2.1 PROPOSAL SUBMISSION DEADLINE

Submittals shall be sealed and labeled on the outside "RFP# 2018-069 Asphalt Restoration Services". RFP's are to be received by the Union County, Procurement Division by **2:00 p.m., May 24, 2018.**

Mail or hand-deliver submission packets to:

Union County Government Building
Administrative Services, Procurement Division
500 North Main Street, Suite #709
Monroe, NC 28112
Attention: David Shaul, Procurement Specialist

The proposal must be submitted electronically on non-returnable CD or flash drive, and in printed form. One (1) original (mark "ORIGINAL COPY") plus five (5) hard copies of the proposal must be submitted. The original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.

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 proposals in response to this request.

Union County reserves the right to reject any or all proposals or to select the proposal, which in its opinion, is in the best interest of the County.



2.2 PROPOSAL QUESTIONS

Proposal questions will be due on **May 14, 2018 at 5 pm** EST. The primary purpose of this is to provide participating firms with the opportunity to ask questions, in writing, related to the RFP. The County may respond with an addendum within five (5) calendar days.

Submit questions by e-mail to **David Shaul at david.shaul@unioncountync.gov by the deadlines shown above.** The email should identify the RFP number and project title. All questions and answers may be posted as addenda on www.co.union.nc.us and www.ips.state.nc.us.

2.3 ADDENDUM

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum.

Should a vendor find discrepancies or omissions in this IFB or any other documents provided by Union County, the vendor should immediately notify the County of such potential discrepancy in writing via e-mail as noted above.

Any addendum 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 addendum. Receipt of Addendum shall be acknowledged by the Proposer on Appendix C, Addendum Receipt and Anti-Collusion form.

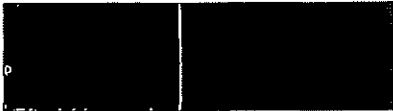
3 PURPOSE

3.1 INTRODUCTION

Union County (hereafter the "County"), through its Public Works Department (UCPW), is soliciting proposals from qualified contractors to provide asphalt restoration after a UCPW repair.

This contract generally addresses various driveways and pavement repair work resulting from Union County Public Works' (UCPW) utility repair activities and the scope will typically be to complete asphalt repair following a water or sewer repair, but may include placement and compaction of backfill or other related work.

All work must be performed in a neat and professional manner that is aesthetically pleasing and restored to original condition.



All asphalt work in traffic areas must be finished to provide good ride quality. All roadway repairs must be made to the satisfaction of the North Carolina Department of Transportation (NCDOT) or governing municipality. It is the contractors' responsibility to contact NCDOT regarding requirements and standards for roadway repairs.

The Contractor shall have sufficient resources (manpower, supervision, and equipment) necessary to perform work to the specifications.

No additional work or deviation from the project assignments shall be allowed without written approval from UCPW. Work requested by the property owner, which is not part of the approved assignments/specifications, must be contracted between the property owner and the Contractor. Any additional work by the Contractor for the homeowner shall not begin until all of Union County's work has been completed and accepted. Union County will not be responsible for payment of any additional work performed by the Contractor for property owners. The Contractor shall not suggest or recommend additional work to the property owners during the performance of the work contracted with Union County.

No guarantees will be made of size, amount, or quantity of any specified work orders/projects.

3.2 COUNTY

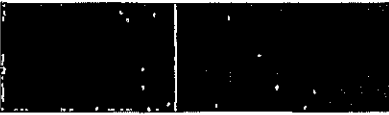
Union County, North Carolina (population 212,756) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

4 SCOPE OF WORK

4.1 ASPHALT REPAIR

Asphalt Repair consists of:

- Furnishing, placing and compacting of asphalt material to return disturbed area to original condition
- Roadway repairs within NCDOT's jurisdiction shall be repaired in accordance to all applicable NCDOT standards and specifications and subject to inspection/approval by NCDOT representative.
- All other roadway repairs must conform to the governing municipality in that area.

- 
- Asphalt driveways, walkways, etc. shall be repaired/replaced to match existing area.
 - Excess or loose material (dirt, debris, stone, concrete, asphalt, etc.) shall be removed and disposed.
 - Non-excess loose material shall be tamped prior to beginning the asphalt compaction process. No fragments or pieces of asphalt shall be left in the area to be repaved.
 - It will be the Contractor's responsibility to assure 100% compaction of this work and assure that the final product is free from ragged edges, rough texture, ruts, bleeding, raveling, or other flaws not considered good workmanship by UCPW.

Cuts will be of variable numbers, sizes (dimensions) at any given time. Areas where asphalt repair is required may be pre-backfilled by UCPW to subgrade or finish grade for continued use until asphalt repair is complete.

There will be no separate measurement or payment for asphalt tack. All tack used as a part of this contract will be considered incidental to the work and no payment will be made by the County for its application.

Project assignments or locations given to the Contractor that is privately owned such as paved driveways, parking lots, etc. shall be repaired to original condition as appropriate.

Materials: All materials shall comply with NC DOT standards. Any material determined to be unsuitable will be removed and replaced at the contractor's expense.

Construction Methods: All construction methods shall comply with NCDOT and OSHA specifications.

Measurement: The quantity of installation and/or repair of asphalt sections to be paid for will be the actual square yards of asphalt measured along the surface which has been incorporated into the completed and accepted work.

Payment: The quantity of asphalt patch, measured as provided above, will be paid for at the contract unit price per square yard (SY) for Asphalt Repair. Such payment will be full compensation for all work covered by this special provision, including but not limited to furnishing, placing and compacting of asphalt patch material, and all work incidental to the completion of the patch. Excess or loose material (dirt, debris, stone, concrete, asphalt, etc.) shall be removed from the patch area and disposed appropriately in accordance with all state laws and local regulations.



Payment will be made under:

Asphalt Repair 0"-2" (2" lift) (Surface Course - S9.5B)SY
Asphalt Repair 2"-5" (3" lift) (Intermediate Course - 19.0B).....SY
Asphalt Repair - 5" Lift (Base Course - B25.0C).....SY

4.2 TEMPORARY PATCH

Temporary patches should only be installed at the direction of UCPW and therefore paid appropriately. Any temporary patches installed and subsequently removed by the contractor in order to comply with the required contract timeframe or without direction by UCPW shall be at their sole expense and not paid according to this contract.

- Temporary patch materials and installation shall comply with all appropriate NCDOT standards in traffic areas. Cold patch is acceptable for temporary patching.

Measurement: The quantity of installation of temporary patch of asphalt sections, as approved by UCPW, to be paid for will be the actual square yards of patch material measured along the surface which has been incorporated into the completed and accepted work.

Payment: The quantity of temporary asphalt patch, measured as provided above, will be paid for at the contract unit price per square yard (SY). Such payment will be full compensation for all work covered by this special provision, including but not limited to furnishing, placing and compacting of temporary asphalt patch material, and all work incidental to the completion of the patch.

Temporary Patch.....SY

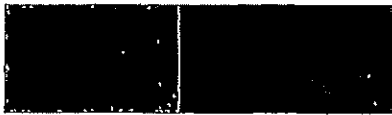
4.3 ASPHALT MILLING

Asphalt milling, up to 2", may be required to ensure smooth transition between existing roadways to new asphalt. Milling shall not be conducted unless directed or approved by UCPW.

Measurement: The quantity of asphalt milling of existing asphalt, as approved by UCPW, to be paid for will be the actual square yards of area milled measured along the surface which has been incorporated into the completed and accepted work.

Payment: The quantity of asphalt milling, measured as provided above, will be paid for at the contract unit price per square yard (SY). Such payment will be full compensation for all work covered by this special provision, including but not limited to milling and removal of existing asphalt material.





Milling.....SY

4.4 MOBILIZATION

Mobilization shall cover all associated costs for equipment, labor, parts etc. to achieve the necessary asphalt repair. The Contractor shall be paid a mobilization fee for each project site as a minimum payment. A work order may contain one or more project sites for repair. If projects are within one (1) mile (as measured by roadways) of other projects, only one (1) mobilization charge will apply. If projects are more than one (1) mile apart, Contractor shall be paid mobilization for each project on the work order.

Payment: Mobilization will be paid to the contractor based on the bid amount provided in the bid tabulation sheet. This fee is in addition to work completed and paid by other unit prices.

Mobilization.....EA

4.5 TRAFFIC CONTROL

The Contractor shall provide UCPW with a notice of no less than 3 days of traffic control needs to allow UCPW the option to perform the required traffic control activities. If UCPW declines the option, the Contractor must provide the appropriate traffic control measures.

The Contractor is responsible for notifying the Union County Communications (Police & Fire) and NCDOT of any work where the number of travel lanes is reduced from normal conditions.

The Contractor shall install advance warning signs for the project(s) as necessary. The Contractor shall begin construction activity on a street on the scheduled date for the closing of the travel lane.

During daily construction work hours, the Contractor will maintain at least one lane of traffic. During periods of construction inactivity, all lanes of traffic will be open unless otherwise specified.

Contractor will not be required to obtain NCDOT Encroachment Agreements, while working within NCDOT Right-of-Ways, prior to any work related to this contract as a result of UCPW construction activities. However, Contractor must comply with the requirements set forth in the NCDOT Encroachment Agreement.

Traffic control will be performed by the Contractor based upon the NCDOT and Manual of Uniform Traffic Control Devices (MUTCD) Traffic Control Provisions. UCPW will not be responsible for any violation of NCDOT traffic control procedures or any damages as a result thereof. The Contractor shall be thoroughly familiar



[REDACTED]

with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), the current edition of the North Carolina Department of Transportation (NCDOT) Supplement to the MUTCD for Streets and Highways, the NCDOT Roadway Standard Drawings and the current edition of the NCDOT Standard Specifications for Roads and Structures. All traffic control devices and procedures shall conform to the above standards as applicable.

The Contractor shall use flagger control in accordance with all NCDOT flagger control training and standards.

The Contractor will be required to maintain ingress and egress to all businesses and dwellings, and easy access to fire hydrants during repair(s).

The Contractor shall not work on both sides of the road simultaneously within the same area, unless approve by Union County Public Works.

The Contractor shall mark all hazards within the work area limits with well-maintained signs, barricades, warning and/or channelizing devices.

Traffic Control Devices: The Contractor shall furnish, install, operate, relocate, maintain and remove all temporary traffic control devices necessary for controlling traffic in accordance with NCDOT requirements. The Contractor shall notify NCDOT before installation, removal or relocation of any permanent signs within the right-of-way. All construction signs and barricades shall remain in place until the appropriate permanent signs and pavement markings are re- installed.

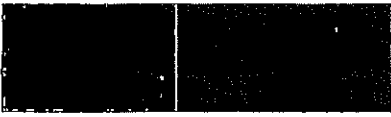
Pedestrian Considerations: The Contractor shall accommodate the needs of all pedestrians.

Equipment and Material Storage: During periods of construction inactivity, all construction materials and equipment shall be stored by the Contractor properly as not to disturb the public or as deemed necessary by NCDOT. The Contractor shall not disturb any traffic signal equipment without prior written approval from NCDOT and notification to UCPW.

Measurement: Traffic Control shall be measured as a unit price for each work order issued where traffic control is necessary.

Payment: Payment will be made under "Traffic Control". Only one traffic control payment shall be made per work order, if necessary for proper completion and worker/public safety. **UCPW must agree and approve the need for traffic control for payment.**

Traffic Control..... EA



4.6 SELECT MATERIAL

Work covered in this special provision consists of furnishing, placing, and compacting select material as directed.

It is anticipated that select material may be used as structural backfill to replace soil deemed unsuitable. The Contractor shall not remove soil from the Project without approval from UCPW. Select material shall not be used without prior UCPW consent.

Materials: Select material shall meet the requirements of NCDOT Standard Specifications for Roads and Structures.

Measurement: The cost to furnish, haul, place and compact select material that meets the requirements will be included in the lump sum price bid for "Select Material". Where select material is used, the quantity of select material to be measured and paid for will be the actual number of tons of select material, weighed in trucks on certified platform scales or other certified weighing devices that has been hauled to the job site and incorporated into the completed and accepted Project.

If the Contractor brings select material onto the Project for its own convenience, that material will not be measured or paid for as Select Material.

Payment: Select material, measured as provided above, will be paid for at the contract unit price per ton for "Select Material". Such payment will be full compensation for all work covered by this special provision, including but not limited to furnishing, hauling, placing and compacting select material.

Payment will be made under:

SELECT MATERIALTN

4.7 MATERIAL DISPOSAL

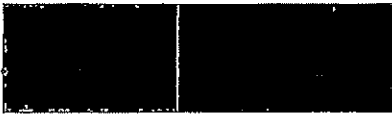
No payment will be made for removal and disposal of excess material including but not limited to concrete sidewalks, driveways, curb and gutter, asphalt, traffic islands and parking areas, or any other paved or concrete structures. Material disposal shall be included in the repair cost.

UCPW strongly encourages the awarded contractor to recycle all appropriate materials, such as concrete, asphalt, stone, etc.

4.8 LANDSCAPING

Landscaping in this contract will apply only to areas requiring restoration after asphalt repair is complete, i.e. alongside of roadways and paved driveways.





Contractor shall communicate and coordinate landscape restoration with landscaping contractors currently under contract with UCPW. Contractor shall include UCPW in the correspondence with the landscaping contractor and shall include the approximate size of the landscaping area and type of landscaping, i.e. sod, seed/straw, etc. Contact information will be provided to the awarded bidder upon Notice to Proceed.

5 OTHER REQUIREMENTS

5.1 COMPLAINT RESOLUTION PLAN

The Contractor must provide a supervisor to be available by phone 24 hours a day, 7 days a week to answer emergency calls related to the Contractor's work and job sites.

The Contractor must respond immediately when called with emergency situations involving job site safety; unsafe traffic control; ingress/egress concerns or other potentially dangerous situations caused by the Contractor's work.

Non-emergency complaints regarding the Contractor's work/workmanship must be responded to within 24 hours.

The Contractor shall immediately correct problems associated with his/her faulty or poor workmanship at his/her own expense.

5.2 EMERGENCY WORK

UCPW may require repairs to be made immediately due to major roadway damage or other unforeseen circumstances. These projects (work orders) will be of the upmost priority and shall be completed immediately. Contractor will be notified of any emergency repairs as they exist by UCPW representative.


5.3 REFERENCES

Provide a minimum of five (5) professional references related to this specific construction activity. Include company name, address, phone number, and contact name(s).

5.4 CONFORMITY WITH WORK ORDERS AND SPECIFICATIONS

The Contractor shall employ sufficient labor and equipment for executing the work to full completion in the manner and time required by these specifications.

The Contractor will be required to execute the work in a continuous and uninterrupted manner upon notification by UCPW via fax, email, or phone on each



location. It will be the responsibility of the Contractor to keep UCPW informed of his/her schedule, work plan, and progress and to submit weekly reports in an electronic format approved by UCPW of work order status to the appropriate UCPW representative.

Any person employed by the Contractor or by any Subcontractor during the life of this project who, in the opinion of UCPW, does not perform his/her work in a proper and skillful manner or is disrespectful, intemperate, or disorderly shall be removed by the Contractor or Subcontractor from the project, and future worksites with UCPW. The supervisor of the crew at a minimum shall speak fluent English as to have the ability to communicate with UCPW staff and/or the resident.

In the event UCPW or NCDOT finds the materials or the finished product in which the materials used or the work performed have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced by the contractor at no cost to Union County.

All equipment which is proposed to be used on the work of this contract is to be of sufficient size and in such mechanical condition as to meet the requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to the roadway or other public or private property will result from its use.


5.5 CUSTOMER COMMUNICATION

Any person employed by the Contractor or by any Subcontractor during the life of this project must act professionally and respectful when communicating with customers or the general public. The Contractor and their employees must present credentials, including a picture ID, when approaching customers or upon request. The supervisor of the crew at a minimum shall speak fluent English as to have the ability to communicate with UCPW staff and/or the resident.

The contractor shall communicate with the customer, when necessary, following the steps below.

Before performing the restoration

1. Contractor shall contact the customer or owner providing a 3 day notice of their arrival to perform the restoration.
2. Once on site the contractor shall verbally (in person) advise the customer or owner of the following:
 - I. The crew is on site to conduct the restoration(s)
 - II. The specific work area where the restoration will



take place, and

III. The estimated time frame the work will require for completion

After performing the restoration

1. The contractor shall notify the customer or owner that the work has been completed
 - I. Verbally, or
 - II. Leave a door hanger
2. The contractor shall notify the customer or owner, verbally or with a door hanger, of any special instructions regarding the restoration such as watering requirements for grass/sod, the time required for vehicles to stay off new concrete, etc.
3. The contractor shall take appropriate pictures of the restoration and send all pictures in with the invoice.

5.6 GUARANTEE

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by Union County and shall replace any portions that fail because of faulty materials or workmanship at no additional cost. Items repaired under the provisions shall have an extended warranty period of twelve (12) months from the date of repair of the item.

5.7 PROJECT WORK ORDERS

A project shall be defined as work orders and/or the construction services to be performed at a specific location(s). UCPW will submit a work order (standard form) to the contractor via fax or email indicating location, type of work to be performed, approximate size area, any special conditions, and date to be completed, and contact information.

All work assigned under this contract shall be completed within 10 business days of assignment, unless otherwise approved by UCPW. If a contractor is unable to meet the completion date UCPW reserves the right to utilize another contractor to complete this work.

5.8 INVOICING AND CORRESPONDENCE

All Invoicing shall be sent to the appropriate UCPW representative requesting the work order, no later than 2 weeks, after project or work order completion. Invoicing shall include date of completion, date of invoice, type of work performed, size of restoration area, and all required pictures. Invoicing must also include copies of related load tickets, receipts, etc. from the asphalt vendor.



5.9 ADJUSTMENTS OF MANHOLES, METER AND VALVE BOXES

The contractor may request UCPW to adjust manholes, meter boxes, valve boxes, etc. prior to project completion. This will be completed at no cost to the contractor if adjustments to the above items are due in part to UCPW's construction activities. Failure to request these adjustments may result in the Contractor removing the asphalt in order for UCPW to make the necessary adjustments and corrections and replace the asphalt at no additional cost to the County. Any damage to these structures as a part of the contractor's project completion will be charged against the paid sum for that project.

5.10 RETURN OF COUNTY OWNED TRAFFIC CONTROL DEVICES

There may be occurrences where UCPW has left traffic control devices at the work site for the protection of the public. It shall be the contractor's responsibility to return such equipment to the UCPW Operations Center, 4600 Goldmine Road Monroe, NC 28112, at no charge to UCPW.

6 DETAILED SUBMITTAL REQUIREMENTS

6.1 PROPOSAL FORMAT

Proposers should prepare their proposals in accordance with the instructions outlined in this section. Each proposer is required to submit the proposal in a sealed package. 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. 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.

The proposal should be organized into sections:

- **Tab A** for Cover Letter / Executive Summary
- **Tab B** for Company Information;
- **Tab C** for References
- **Tab D** for Proposed Pricing; and
- **Tab E** for Required Signature Forms.

Omissions and incomplete answers will be deemed unresponsive. Please initial any corrections.


A. Cover Letter / Executive Summary

An executive Summary shall provide the name, address, telephone, and facsimile numbers of the Offeror along with the name, title, address, telephone, e-mail address and facsimile numbers of the executive that has the authority to contract with the County. The summary must be signed by an individual authorized to contractually bind the firm and include an expression of the firm's ability and desire to meet the requirements of the request for proposal. The Executive Summary should not exceed two (2) pages.

Each Company shall make the following representation and warranty in the cover letter/executive summary, 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."

B. Company Information

Include a description of the firm's background, its organizational structure, length of time in business, assets available to meet County service requirements, and experience in providing the type of services solicited herein. Include brief resumes of Supervisory Staff and higher that will be associated with the project. Include copies of certifications and/or licenses.

C. References

List five (5) references serviced by your company. Provide company name & address, contact name(s) and telephone number.

D. Proposed Pricing

Complete the pricing form, Appendix A

E. Required Signature Forms

Proposers should include signed copies of the following documents:

- Proposal Submission Form, Appendix B
- Addendum Receipt and Anti-Collusion Form, Appendix C
- Iran Divestment Certificate, Appendix D
- W-9 Form



7 EVALUATION CRITERIA

7.1 EVALUATION OF PROPOSALS

The County reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review team's assessment of the quality, performance of the services proposed, and cost.

Evaluation Committee will make a selection based on criteria listed below (no particular order) and other relevant RFP information. Evaluation factors will include, but are not limited to, the following:

- Demonstrated ability to provide the services,
- References
- Price/Cost
- Compliance with the information listed in the RFP


7.2 AWARD PROCEDURES

The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous proposal. The County reserves the right to accept or reject any and all proposals, to waive any informality in proposals, and unless otherwise specified in writing by the Proposer, to accept any items in any proposal. The County may, at its discretion, require **one or more** proposers to appear before an evaluation committee for an interview or to make a presentation. During such interview, the contractor may be required to orally and otherwise present its proposal and to respond in detail to any questions posed. 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. Since Union County may choose to award a contract without engaging in discussions or negotiations, the proposal submitted shall define each proposer's best offer for performing the services described in this RFP.

The commencement of such discussions, however, does not signify a commitment by Union County to execute a contract or to continue discussions. The County may terminate discussions at any time and for any reason.

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.

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



As the County may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The County reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.

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

The award document may be a Purchase Order incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Proposer's proposal as negotiated.

7.3 AWARD

The term of this contract shall be for two (2) years, from the date of award with the option to renew for three additional one year periods. 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.

The parties agree that the contract for services may be terminated by Union County upon providing 60 days written notice.

8 GENERAL CONDITIONS AND REQUIREMENTS

8.1 TERMS AND CONDITIONS

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 firm 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.



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

8.2 SUB-CONTRACTOR/PARTNER DISCLOSURE

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

8.3 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Prior to the scheduled closing time for receiving proposals, any Contractor may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 60 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. The proposal 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 Proposal - "2018-069 Asphalt Restoration Services". Oral, telephone, or fax modifications or corrections will not be recognized or considered.

8.4 INSURANCE

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

Statutory 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



\$5,000 Medical Expense Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

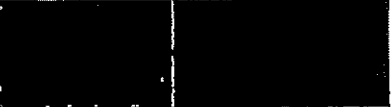
\$1,000,000 Combined Single Limit - Any Auto

8.5 ADDITIONAL INSURANCE REQUIREMENTS

- A. 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), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. 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.
- E. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify Union 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 County, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- F. The Certificate of Insurance should note in the Description of Operations the following:
- Department: _____
- Contract #: _____
- G. 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.

H. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112

I. 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.

8.6 INDEMNIFICATION

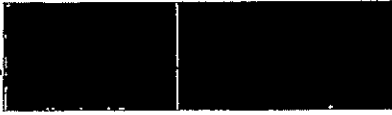
Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out 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.

8.7 EQUAL EMPLOYMENT OPPORTUNITY

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

8.8 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public



funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

8.9 LICENSES

The successful Contractor(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.

8.10 E-VERIFY

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

8.11 IRAN DIVESTMENT ACT NOTICE FOR LOCAL GOVERNMENTS IN NORTH CAROLINA

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify:

1. That the vendor is not identified on the Final Divestment List of entities that the State Treasures has determined engages in investment activities in Iran;
2. That the vendor shall not utilize on any contract with the State agency any sub-contractors that is identified on the Final Divestment List; and
3. That the undersigned is authorized by the Vendor to make this certification.

UNION COUNTY RESERVES THE RIGHT TO REJECT ANY AND/OR ALL BIDS.

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9 APPENDIX A - PRICING FORM

RFP # 2018-069

Asphalt Restoration Services

A. Asphalt Repair	Unit of Measure	Price
Asphalt Repair: 0"-2" (2" lift - Surface Course - S9.5B)	SY	
Asphalt Repair: 2"-5" (3" lift - Intermediate Course - I19.0B)	SY	
Asphalt Repair: 5" lift (Base Course - B25.0C)	SY	
Temporary Patch	SY	
Milling	SY	
Mobilization	EA	
Total for Section A		

Only the Total Asphalt Repair Amount listed in Section A, including Mobilization, shall be evaluated for bid award.

Additional Services must be completed, but will not be used as part of the evaluation.

B. Additional Services	Unit of Measure	Price
Traffic Control	EA	
Select Material	TN	

Company Name: _____

PAYMENT REPAIR CALCULATION **EXAMPLE – FULL DEPTH REPAIR:**

MILLING: (NOT REQUIRED ON ALL STREETS)

42' x 12' = 504 SF = 56 SY

SURFACE ASPHALT:

42' x 12' = 504 SF = 56 SY

UTILITY CUT:

INTERMEDIATE ASPHALT:

12' x 12' = 144 SF = 16 SY

16 SY x UNIT PRICE FOR INTERMEDIATE ASPHALT (3" THICK)

BASE ASPHALT:

12' x 12' = 144 SF = 16 SY

16 SY x UNIT PRICE FOR BASE (5" THICK)

IF UNIT PRICES ARE AS FOLLOWS:

MILLING - \$5.00/SY

SURFACE ASPHALT (2") @ \$12.00/SY

INTERMEDIATE ASPHALT (3") @ \$17.50/SY

BASE ASPHALT (5") @ \$25.00/SY

MOBILIZATION: LS \$425

MILLING: 56 SY x \$5.00/SY = \$280

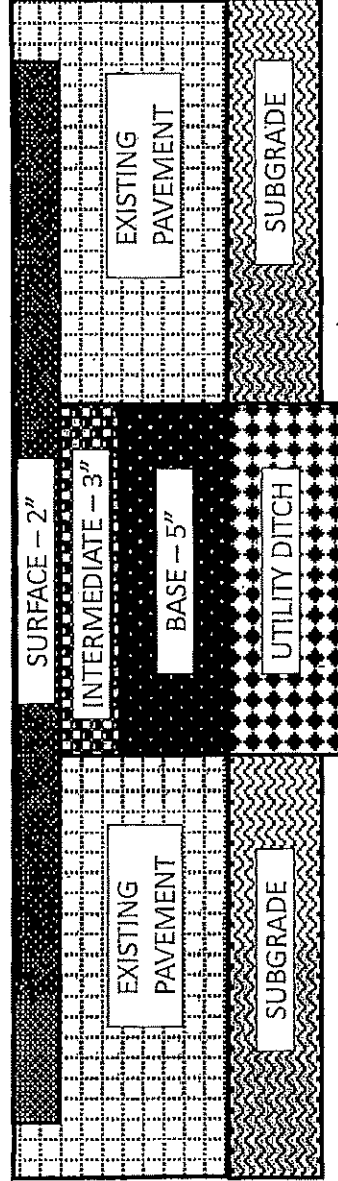
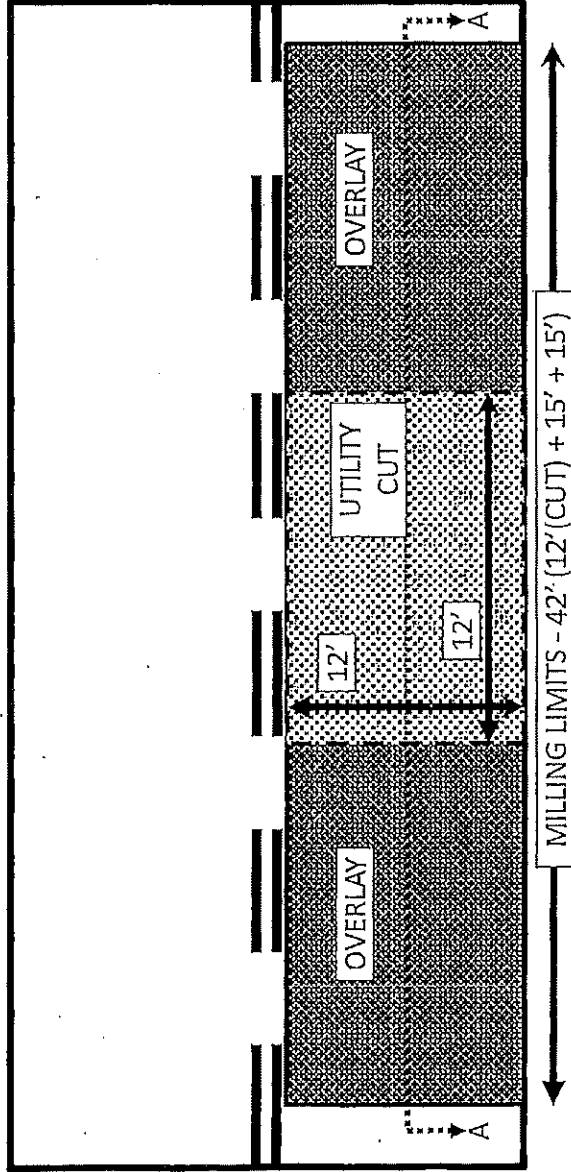
SUR.: 56 SY x 2" x \$12.00/SY = \$672

INTER.: 16 SY x 3" x \$17.50/SY = \$280

BASE: 16 SY x 5" x \$25.00/IN/SY = \$400

TOTAL... \$2,057

(Sample unit prices above used for example calculation purposes only)



SECTION A-A: PAVEMENT CROSS SECTION



10 APPENDIX B - PROPOSAL SUBMISSION FORM

RFP # 2018-069 Asphalt Restoration Services

This Proposal is submitted by:

Provider Name: _____

Representative (printed): _____

Representative (**signed**): _____

Address: _____

City/State/Zip: _____

E-Mail Address: _____

Telephone: _____
(Area Code) Telephone Number

Facsimile: _____
(Area Code) Fax Number

It is understood by the Proposer 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 rebid this RFP. Proposal is valid for sixty (60) calendar days from the Proposal due date.

The Certificate of Insurance and W-9 must be received before any work is performed.

Proposer

Date

Authorized Signature

Please type or print name



11 APPENDIX C – ADDENDUM RECEIPT AND ANTI-COLLUSION

RFP # 2018-069 Asphalt Restoration Services

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.lps.state.nc.us. It is your responsibility to check for this information.

ADDENDUM #	DATE ADDENDUM 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.

(Please Print Name)

Date

Authorized Signature

Title

E-Mail Address

Company Name



12 APPENDIX D – IRAN DIVESTMENT CERTIFICATE

RFP # 2018-069

Asphalt Restoration Services

Name of Vendor or Bidder: _____

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

9 APPENDIX A - PRICING FORM

RFP # 2018-069
Asphalt Restoration Services

A. Asphalt Repair	Unit of Measure	Price
Asphalt Repair: 0"-2" (2" lift - Surface Course - S9.5B)	SY	\$ 50/SY
Asphalt Repair: 2"-5" (3" lift - Intermediate Course - I19.0B)	SY	\$ 76/SY
Asphalt Repair: 5" lift (Base Course - B25.0C)	SY	\$ 125/SY
Temporary Patch	SY	\$ 50/SY
Milling	SY	\$ 15/SY
Mobilization	EA	\$ 500/EA
Total for Section A		

Only the Total Asphalt Repair Amount listed in Section A, including Mobilization, shall be evaluated for bid award.

Additional Services must be completed, but will not be used as part of the evaluation.

B. Additional Services	Unit of Measure	Price
Traffic Control	EA	\$ 100
Select Material	TN	\$ 50/TN

Company Name: J A SERRAVALLES