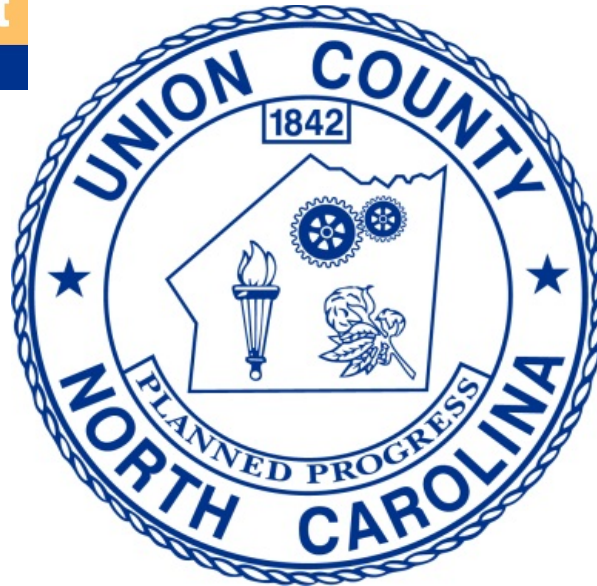


Union County

Government

EST. 1842



Request for Proposal #2021-074 **Corrective Maintenance Services**

Due Date: June 15, 2021

Time: 2:00pm EST

Receipt Location: Government Center
500 N. Main Street, Suite #709
Administrative Services, Procurement Division
Monroe, NC 28112

(Note: Follow the submittal instructions listed in this document to electronically upload a proposal package)

Procurement Contact Person

Name: Cheryl Wright, CPPO, CLGPO

Title: Director Procurement

E-mail: cheryl.wright@unioncountync.gov

Telephone: 704-283-3563

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1. Notice of Advertisement

Union County North Carolina is Soliciting Proposals for

RFP # 2021- 074, Corrective Maintenance Services

Interested offerors are invited to submit your sealed proposal electronically to the Union County North Carolina's Procurement Department by following the instructions listed in Section 2 Submittal Deadline no later than June 15, 2021 at 2:00PM EST. Follow the instructions to upload your proposal submission package. Any proposals received after this date and time shall be rejected without exception.

The purpose of this RFP is to solicit proposals from qualified firms who provide Corrective Maintenance Services.

The Request for Proposals No. 2021-074 may be examined at the Union County Government Center, Procurement Department, 500 North Main Street, Suite #709, Monroe, NC 28112, 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:

1. Download the Bid Documents from the Union County Web-Site www.unioncountync.gov (Procurement Page, Current Bids).
2. Download the Bid Documents from the State of North Carolina IPS Web-Site www.ips.state.nc.us (Bid by Departments, search County of Union).

Union County (UC) reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest. With limited response, Union County reserves the right to extend the solicitation opening date as appropriate in order to assure a competitive procurement process.

Union County encourages good faith effort outreach as described in UC MBE and Small Business Outreach Plan.

Responding firms are required to comply with the NC non-collusion requirements.

For purposes of coordination, primary Procurement contact for this project information is: Cheryl Wright, Cheryl.wright@unioncountync.gov .

SECTION 2 – SUBMITTAL DEADLINE AND QUESTION INFORMATION

2.1 PROPOSAL SUBMISSION DEADLINE

All Proposal Submittals are to be received by the Union County Procurement Department no later than **2:00 PM EST on June 15, 2021 per the instructions below**. Any proposals received after this date and time shall be rejected without exception.

2.2 PROPOSAL SUBMISSION REQUIREMENTS

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

Paper submissions will not be accepted.

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

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

Union County reserves the right to award to multiple vendors.

2.3 PROPOSAL QUESTIONS

Proposal questions will be due on or before **May 28th, 2021 at 5:00 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 to answer applicable questions.

Submit questions by email to Cheryl Wright at cheryl.wright@unioncountync.gov by the deadline shown above. The email should identify the Proposal number and title. All questions and answers may be posted as addenda on www.unioncountync.gov and/or www.ips.state.nc.us.

2.4 PROPOSAL ADDENDUM

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

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

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

2.5 COMMUNICATION

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

SECTION 3 – PURPOSE

3.1 INTRODUCTION

Union County, through its Operations – Public Works Department, is soliciting proposals from qualified Maintenance Service Providers, to perform corrective maintenance services to meet the needs on an as needed basis directed by Union County Staff and specified herein.

Work will be identified throughout the Contract and issued to the Contractor in the form of a Work Order or Project.

The Contractor shall furnish and install all materials which are reasonably and properly inferable and necessary for the proper completion of the Work, whether specifically indicated in the contract document or not.

3.2 COUNTY

The County (estimated 237,477) 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.

SECTION 4 – SCOPE OF WORK

4.1 The intent of this Contract is to assign work to the Contractor(s) on an as-need basis. No guarantees will be made of size, amount, or quantity of any specified work orders/projects. The Contractor(s) shall furnish all labor, materials, equipment, tools, services, supervision and incidentals required to complete the work as directed by Union County staff and specified herein. Projects will be considered small in terms of dollar value in alignment with North Carolina State Statutes. No single project issued via this RFP will have a monetary value of over 30k.

Examples of projects may include, but are not limited to:

- Removing/ re-installing pumps, blowers, motors, etc.
- Troubleshooting and repair of panels, controls etc.
- Repairing/replacing piping in wetwells.
- Simple repairs of catwalks, buildings, surfaces, tanks, and other structures
- Rehabilitation of sand filters, diffusers, barscreens, grit removal systems, etc.
- Any other repairs, maintenance, or tasks required for the safe, efficient operation of the WRFs or sewage pump stations.

Multiple contracts may be awarded, and shall be non-exclusive. Union County reserves the right to place work orders with one or more of the contracted service providers based factors listed in the project scope and RFP.

All projects will meet the North Carolina State Statues and no single project issued via this RFP will exceed \$30,000.00. In the event a repair cost exceeds the \$30,000.00 threshold it will be reviewed on a case by case basis by Procurement provided it does not exceed \$50,000.00.

4.2 COMPLAINT RESOLUTION PLAN

The Contractor(s) 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(s) 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.

4.3 EMERGENCY WORK

A portion of the work required under this contract will be during an emergency situation and shall be treated as such. UCPW may require repairs to be made immediately due unforeseen circumstances. These projects (work orders) will be of the utmost priority and shall be completed immediately. Contractor(s) will be notified of any emergency repairs as they exist by UCPW representative. Emergency work will be paid at the unit price defined herein. The Contractor(s) shall not be due any additional money for performing any such emergency work.

4.4 GUARANTEE

The Contractor(s) 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.

4.5 CONTRACTOR'S CAPABILITIES

The Contractor(s) shall furnish personnel and equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the Agreement. If at any time such personnel appears to the County to be inefficient, inappropriate or insufficient for securing the quality of work required or for producing the rate of progress aforesaid, he may order the Contractor(s) to increase the efficiency, change the character or increase the personnel and equipment, and the Contractor(s) shall conform to such order. Failure of the County to give such order shall in no way relieve the Contractor(s) of his obligations to secure the quality of the work and rate of progress required.

4.6 MAINTENANCE OF FLOW AND OPERATIONAL PROCESSES

When bypass pumping is required the Contractor(s) shall supply pumps, conduits, power, and other equipment to divert the flow of sewage or drainage around the section in which work is to be performed. The by-pass system shall be of sufficient capacity to handle existing flows plus additional flows that may occur during a rain event.

All due care should be used by the Contractor(s) to ensure continued operation of the WRFs while performing work activities. Coordination with operations staff will be required when process equipment must be turned off or de-energized to perform repairs. At no time will the Contractor(s) turn off any plant process equipment without permission from WRF staff.

The Contractor(s) shall be required to repair, at his own expense, any damage to County property caused by his operations. Should damage of any kind occur to any County property, the Contractor(s) shall at his own expense make repairs to the satisfaction of the County?

The Contractor(s) shall not be permitted to overflow, bypass, pump or by any other means convey drainage to any land, street, storm drain or water course.

SECTION 5 – DETAILED SUBMITTAL REQUIREMENTS

5.1 PROPOSAL FORMAT

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each offeror is required to submit the proposal electronically by using the link listed in Section 2 PROPOSAL SUBMITTAL REQUIREMENTS. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

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

By submitting a proposal, the successful offeror's firm agrees to all applicable provisions, terms and conditions associated with this RFP.

This RFP, the successful bidder's submitted proposal, all appendices and attachments (if applicable), and stated terms and conditions may become part of the resulting contract.

Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included. Proposals shall be 8 1/2" x 11" with one (1) inch margins with Arial or Times New Roman font and text size minimum of eleven (11) points. *Charts and screenshots are not restricted to formatting requirements; however, please use your judgment for decipherability.*

The proposal should be organized into sections:

- **Tab A** – Background and Experience
- **Tab B** – Staff Information
- **Tab C** – Implementation Plan
- **Tab D** – References
- **Tab E** – Price/Fee Information
- **Tab F** – Required Signature Forms; Attachment A – Price Form, Attachment B- Proposal Submission Form and Attachment C - Addenda Receipt and Anti-Collusion

1. Tab A – Background and Experience

Please provide the following information about your company, experience and services. Respond to each item and provide supporting documentation and/or exhibits as requested or desired.

- a. Company Name
Address
Phone Number
Email Address
Name of Single Point of contact
Name/Signature of Person with binding authority to enter into contracts

- b. The Background and Project Summary Section should describe your understanding of the County, the work to be done, and the objectives to be accomplished. Refer to Scope of Work on this RFP.
- c. The letter must stipulate that the proposal price will be valid for a period of at least 120 days.
- d. A summary of your firm's demonstrated capability of services being requested in the Request for Proposal.

2. Tab B –Staff Information

- a. Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform.
- b. Upon award and during the contract period, if the Contractor(s) chooses to assign different personnel to the project, The Contractor(s) will submit names and qualifications including information listed above to the County for approval before they begin work.

3. Tab C – Implementation Plan

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology should include:

- a. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought out by this RFP, and (ii) project management or implementation strategies or techniques that the respondent intends to use in carrying out the work.
- b. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
- c. Detailed description of specific task you will require from County staff. Explain what the respective roles of County staff and your staff would be to complete the tasks specified in the Scope of Work.

4. Tab D – References

Provide at least three (3) professional references that received similar services from your firm. Union County reserves the right to contact any of the organizations of individual listed. Information provided shall include:

- (i) Company Name
- (ii) Company Address
- (iii) Phone Number
- (iv) Contact Name
- (v) Description of work
- (vi) Length of service

5. Tab E – Price/ Fee Information

- a. Fill out price form in its entirety
- b. Firms may submit, with consideration to the page limit parameters, additional pricing modes/structures for review: keeping in mind that the price form needs to be filled out in its entirety.

6. Tab F – Required Signature Forms

Offerors should include signed copies of the following documents:

Attachment A – Price Form

Attachment B - Proposal Submission Form

Attachment C - Addenda Receipt and Anti-Collusion

SECTION 6 – EVALUATION CRITERIA AND SELECTION PROCESS

6.1 SELECTION PARTICIPANTS

- 1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, do not contact any member of the Union County Board of Commissioners or any member of the Union County staff regarding the subject matter of this RFP until a selection is made, other than the County’s designated procurement contact person identified in the introduction to this RFP. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
- 2. Representatives of Union County will read, review, and evaluate the RFP independently based on the evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected Offerors. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
- 3. The Owner will establish an RFP Evaluation Team to review and evaluate the Proposals. The RFP Evaluation Team will evaluate the proposals independently in accordance with the published evaluation criteria. The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms from both a technical and cost standpoint. Union County reserves the right to conduct interviews with a shortlist of selected respondents (not required).
- 4. 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.
- 5. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- 6. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the finalist vendor.

7. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the proposals.

6.2 EVALUATION SELECTION PROCESS

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

In the evaluation and score/ranking of Offerors, the Owner will consider the information submitted in the proposal as well as the meetings with respect to the evaluation criteria set forth in the RFP.

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

Evaluation Criteria	Weight
Company Background and Experience	35%
Staff Information	20%
Methodology and Implementation Plan	15%
Price Form and compliance with RFP requirements.	30%

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

Interview Evaluation Criteria	Weight
-Proposed Implementation and Approach	60%
-Price, Quality and Relevance of Interviews/Presentation as it relates to the Scope of the RFP.	40%

6.3 AWARD PROCEDURES

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

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

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

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

At the Owner's discretion, it will initiate negotiations with the Preferred Offeror. The "Preferred Offeror" is the Offeror that the Owner determines achieves the apparent best overall score/ranking. If the Owner is unable to execute a contract with the Preferred Offeror, negotiations with the Preferred Offeror may be terminated, and provided that such negotiations are terminated in writing, the Owner may proceed to negotiate with the next Preferred Offeror. The Owner will continue in accordance with this procedure until a contract agreement is reached or the selection process is terminated. Negotiations are at the Owner's sole discretion.

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

SECTION 7 - GENERAL CONDITIONS AND REQUIREMENTS

7.1 TERMS AND CONDITIONS

The contract award may have an initial term of one (1) year with two (2) one year renewal option at the County's discretion, pending annual budget approval. All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

The Owner reserves the right to terminate the Contract at any time during the Contract Period for any reason including, but not limited to, poor performance, poor quality of work, safety violations, slow or non-compliance with the Contract requirements, lack of regard for local and State agencies and the public, and failure to address punch-list issues that arise.

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.

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

Union County reserves the right to award to multiple vendors.

7.2 SUB-CONTRACTOR/PARTNER DISCLOSURE

A single firm or multiple firms may propose the entire solution. If the proposal by any firm requires the use of subcontractor, 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 subcontractor.

7.3 CONTRACTUAL OBLIGATIONS

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

7.4 EXCEPTION TO THE RFP

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 RFP. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the 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.

7.5 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Prior to the scheduled closing time for receiving proposals, any Vendor may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 180 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 – “2021-074, Corrective Maintenance Services””. Oral, telephone, or fax modifications or corrections will not be recognized or considered.

7.6 EQUAL EMPLOYMENT OPPORTUNITY

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

7.7 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.

7.8 DRUG-FREE WORKPLACE

During the performance of this Request, the Firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

7.9 LICENSES

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

7.10 E-VERIFY

Offeror(s) shall utilize the U.S. Department of Homeland Security’s E-Verify system to confirm the employment eligibility of all persons employed by the Offeror(s) during the term of the Contract to perform employment duties within North Carolina and all persons, including subcontractors, assigned by the Offeror(s) to perform work pursuant to the contract with the County, as may be required by North Carolina statutes.

7.11 INSURANCE

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

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

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

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

E. 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 Network Security & Privacy Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

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

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

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

B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).

D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

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

Department: _____
Contract #: _____

H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for

claims made or suits brought which result from or are in connection with the performance of this Agreement.

- I. Certificate Holder shall be listed as follows:

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

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

7.12 INDEMNIFICATION

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

UNION COUNTY RESERVES THE RIGHT TO REJECT ANY AND/OR ALL QUALIFICATIONS AND TO WAIVE ANY AND ALL TECHNICALITIES.

Attachment A
Price Form
RFP 2021-074

CATEGORY A

	Hours Worked	Hourly Rate (US Dollars)
Labor		
Subtotal A (Multiple Hours Worked by Hourly Rate)		\$

CATEGORY B

	Cost*	Markup (as a percent)
Materials	100	%
Subtotal B (Multiple Cost Markup)		\$
Total (Add Subtotal A and Subtotal B)		\$

Note: *The value of 100 listed under the “Cost” section should NOT be charged. This is a multiplier which shall be used for all companies.

Attachment B – Proposal Submission Form
Request for Proposal (RFP) #2021-074

This Proposal is submitted by:

Company 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 one hundred and eighty (180) calendar days from the Proposal due date.

Proposer _____ Date _____

Authorized Signature _____

Please type or print Name _____

**Attachment C – Addenda Receipt and Anti-Collusion
Request for Proposal (RFP) #2021-074**

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

ADDENDUM #:	DATE ADDENDUM DOWNLOADED
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

(Please Print Name)

Date

Authorized Signature

Title

E-Mail Address

Company Name

ATTACHMENT D – VENDOR PAYMENT NOTIFICATION
RFP # 2021 – 074

***FOR INFORMATIONAL PURPOSES ONLY.
DO NOT INCLUDE WITH BID***

----Intentionally Left Blank----

ATTENTION: ACCOUNTS PAYABLE VENDORS

As part of our Fraud Prevention Program, Union County now prefers two methods for payments to vendor accounts. These methods allow for faster and easier payments to vendors.

The first and preferred method available is to accept a VISA card payment from the County. If you accept payment via VISA, payment is made at the time of the transaction or upon receipt and approval of the invoice.

The second method is an Electronic Funds Transfer. (EFT) This means that you will receive payment of invoices due directly into your bank account. With this method, you will get an email confirmation giving you the date, invoice numbers, and total amount paid. Your payment will be available to you on Monday (or the first banking day if Monday is a bank holiday) following receipt of an approved invoice from the County department invoiced.

An EFT Enrollment Form to enroll in the program is attached for your convenience. You can also visit the Union County website at www.unioncountync.gov at any time to get a new form if your banking information changes. If the banking information changes and you do not notify us, it will delay receipt of payment for invoices.

If you wish to receive payment via the County's VISA card, please contact Alex Whitaker at 704-283-3538 or Christi Climbingbear at 704-283-3543, or send an email to alex.whitaker@unioncountync.gov and you will be added to the list of vendors accepting the VISA card method of payment.

Union County prefers all vendors participate in one of the two methods described above.

Thank you in advance for your participation.



Please return this completed form and supporting documents to:



Union County -Finance Office
Suite 714, 7th Floor, 500 N. Main Street, Monroe NC 28112

Phone: (704) 283-3886 **Fax:** (704) 225-0664

Email: ap@unioncountync.gov

Authorization for payment via Electronic Funds Transfer (EFT)

Initial Enrollment

Change Information

Today's Date _____

Company Name _____

Street Address _____

City, State, Zip _____

By signing below, I hereby authorize Union County to electronically deposit funds into the account indicated below. I understand that if my banking information changes and Union County is not made aware of this change, then payment may be delayed.

Bank Name _____

Address _____

City, State, Zip _____

Routing/ABA # _____ Bank Acct No. _____

Payment Notification: I hereby authorize the following individual to receive an email notification of payment details for all funds deposited to the above account by Union County.

Name & Title _____

Email Address _____

Phone Number _____

Officer Name & Title _____

Phone Number _____

Signature: _____

FOR ACCOUNT VERIFICATION, PLEASE ATTACH A VOIDED CHECK.

This authorization will remain in effect until Union County has received written notice to discontinue.

Print Form