



Request for Qualifications No. 2021-072 Union County Jail Relocking Project

Due Date: June 9, 2021
Time: 10:00 AM EDT
Receipt Location: Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Non-Mandatory Pre-Bid Conference and Site-Visit

Date: May 19, 2021
Locations: Union County Jail
Union County Courthouse – Detention Center

Procurement Contact:

Vicky Watts, CLGPO
Senior Procurement Specialist
704.283.3601
vicky.watts@unioncountync.gov

Contents

1	Notice of Advertisement	2
2	Submittal Details	3
2.1	SUBMISSION DEADLINE AND DELIVERY ADDRESS	3
2.2	SUBMISSION REQUIREMENTS	3
2.3	SUBMITTAL QUESTIONS	3
2.4	PROPOSAL ADDENDUM	3
2.5	NON-MANDATORY PRE-SUBMITTAL CONFERENCE & SITE VISIT	4
2.6	COMMUNICATION	4
3	Introduction	4
3.1	PURPOSE	4
3.1	COUNTY	4
4	Project Background	5
5	Scope of Services.....	5
6	Detailed Submittal Requirements and Instructions.....	5
6.1	TERMS OF SUBMISSION	5
6.2	PROPOSAL FORMAT.....	6
6.2.1	<i>Section A – Cover Letter</i>	7
6.2.2	<i>Section B – Experience</i>	8
6.2.3	<i>Section C – Project Team</i>	8
6.2.4	<i>Section D – Project Management and Quality Control</i>	8
6.2.5	<i>Section E – Project Approach and Methodology</i>	9
6.2.6	<i>Section F – History of Similar Projects</i>	9
6.2.7	<i>Section G – Reputation of Firm</i>	9
6.2.8	<i>Section H – Required Forms</i>	9
7	Evaluation Criteria and Selection Process	9
7.1	SELECTION PARTICIPANTS	9
7.2	EVALUATION SELECTION PROCESS	10
7.3	AWARD PROCEDURE	11
8	General Conditions and Requirements.....	11
8.1	TERMS OF CONTRACT	11
8.2	CONTRACTUAL OBLIGATIONS	11
8.3	EQUAL EMPLOYMENT OPPORTUNITY	12
8.4	MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE).....	12
8.5	EXPENSE OF FIRM	12
8.6	E-VERIFY	12
8.7	INSURANCE.....	12
8.8	INDEMNIFICATION	14
9	Appendix A – SOQ Submission Form	16
10	Appendix B – Addendum and Anti-Collusion.....	17
11	Appendix C – Sample Vendor Payment Notification	18

1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Qualifications No. 2021-072 Union County Jail Relocking Project

Electronic Statements of Qualifications (SOQs) will be received by the Union County's Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **10:00 AM EDT on June 9, 2021**. Late submittals will not be accepted.

A Non-Mandatory, Pre-Proposal Conference and Site Visit will be held on **May 19, 2021** at the Union County Jail and Union County Courthouse Detention. Representatives from Union County Facilities Management and Union County Sheriff's Office will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged. Registration is required.

Union County, North Carolina, through Facilities Management, is seeking SOQs from qualified firms to provide design and construction administration services for an integrated controls solution for all security functions with the Union County Detention Center and Court Intake. As a Request for Qualifications (RFQ), responding firms are not required to submit price information nor work product with submittal packages. Compliance with NC G.S. 143-64.31 is required.

This solicitation 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 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 IPS website
www.ips.state.nc.us (Bid by Departments, search County of Union).

Union County (UC) reserves the right to reject any or all submittals, 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.

A North Carolina Architectural/Engineering License is required for this project.

Union County reserves the right to award to multiple vendors.

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

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

****End of Advertisement****

2 Submittal Details

2.1 SUBMISSION DEADLINE AND DELIVERY ADDRESS

All submittals, for the services specified, are to be received by the Union County Procurement Department no later than **10:00 AM EDT on June 9, 2021** per the instructions below. Any submittals received after this date and time shall be rejected without exception.

2.2 SUBMISSION REQUIREMENTS

The Statement of Qualifications (SOQ) must be submitted electronically by using the following link: <https://lfportal.unioncountync.gov/Forms/procurementsubmit>.

The submittal, **one complete document**, must be signed by a person who is authorized to bind the proposing Company. Instructions for preparing the SOQ 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 a response to this request.

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

Union County reserves the right to award to multiple vendors.

Union County reserves the right to cancel this RFQ.

2.3 SUBMITTAL QUESTIONS

Submittal questions will be due on or before **May 24, 2021 at 5:00 PM EDT**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFQ. The County may respond with an addendum within three (3) calendar days.

Submit questions by e-mail to **Vicky Watts** at vicky.watts@unioncountync.gov by the deadline shown above. The email should identify the **RFQ number and project title**. All questions and answers may be posted as addenda on www.unioncountync.gov and www.ips.state.nc.us.

2.4 PROPOSAL ADDENDUM

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

Should an Offeror find discrepancies or omissions in this RFQ 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 B, Addendum and Anti-Collusion form.

2.5 NON-MANDATORY PRE-SUBMITTAL CONFERENCE & SITE VISIT

A Non-Mandatory Pre-Bid Conference and Site Visit will be held on **May 19, 2021** at the Union County Jail Facility and the Union County Courthouse Detention. Representatives from Union County Facilities Management and the Union County Sheriff's Office will be on-hand to give a brief overview of the project and to answer questions. Although attendance at this meeting and following site visits are not mandatory, it is strongly encouraged. Individual requests for site visits will not be accommodated.

An appointment request must be made by email to vicky.watts@unioncountync.gov. The conference and site visits will be limited to two people per company. Please indicate in your email the name & title of each person attending. Timeslots will be assigned on a first come, first serve basis. The assigned time and location will be send by return email. **Deadline to register is May 17, 2021 at 5:00 PM.**

2.6 COMMUNICATION

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

3 INTRODUCTION

3.1 PURPOSE

Union County, North Carolina, through Facilities, is seeking SOQs from qualified firms to provide design and construction administration services for an integrated controls solution for all security functions with the Union County Detention Center and Court Intake. As a RFQ, responding firms are not required, nor should they, submit price information nor work product with submittal packages. Compliance with NC G.S. 143-64.31 is required.

3.1 COUNTY

The County (estimated population 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.



4 PROJECT BACKGROUND

The Union County Jail was constructed in 1993 and has a total gross square footage of 79,907. The current networked computer based system was manufactured by BlackCreek, Inc. and installed in 2011. It has 3 touch screen control stations located in centralized control rooms. This floor plan based system controls all exterior and interior security doors, all cell doors, sally port rollup bay doors, all two way communication intercoms throughout the facility, and activates all lighting, TV's, and phone throughout the facility. During the installation, the system was upgraded to a digital Programmable Logic Controllers (PLC) from the original analog relay system. Intercom system is VOIP with amplified voice command between security staff, vehicular traffic, personnel and inmate housing. All communication is recorded. Cell locks are original to the building and at the end of their service life.

5 SCOPE OF SERVICES

Provide design and construction administration services for an integrated controls solution for all security functions with the Union County Detention Center and Court Intake to include:

- Existing touch screen control stations in Master Control and the Housing Unit Controls;
- Existing cell and door locks shall be removed and replaced with a surfaced mounted lock which has the capability of giving the staff a visual and/or audible response that the door is secured or unsecured
- The hallway and existing doors locks shall be removed and replaced with updated locks, and the existing relays to control lighting, TV's and Phones shall be removed and replaced with any type of non-Proprietary Programmable Logic Controller, (PLC).

The Union County Sheriff's Office operates a smaller "intake" Housing Unit located at the Union County Court House:

- The system shall control the security doors, cells, televisions, lights, phones, perimeter fence gate, rollup bay doors, and intercoms remotely from the Union County Sheriff's Officer Master Control and Court/Intake Control Room.
- The Court/Intake Control Room shall have the capability of operating independently from the Sheriff's Office Master Control in the event of a connection loss between the two systems.

All intercoms communications shall be recorded and stored locally at the Union County Sheriff's Office. The system shall be on site standalone but shall interface with the County of Union current network.

The A/E firm shall provide traditional design services appropriate to the project.

6 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

6.1 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.

6.2 PROPOSAL FORMAT

The County desires all responses to be identical in format in order to facilitate comparison. While the County's format may represent a departure from the vendor's preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their SOQ in accordance with the instructions outlined in this section. The submittal should be one (1) complete document. Each Offeror is required to submit the SOQ electronically – Refer to page 4, 2.2. The SOQ should be prepared as simply as possible and provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFQ.

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



The total length of the submittal, including cover letter, should be no more than 30 single-sided pages. Submittals should be on 8 ½" x 11" paper with an 11 point minimum text size.

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

The submittal should be organized into the following sections:

- **Section A** – Cover Letter
- **Section B** – Experience
- **Section C** – Project Team
- **Section D** – Project Management and Quality Control
- **Section E** – Project Approach and Methodology
- **Section F** – History of Similar Projects
- **Section G** – Reputation of Firm
- **Section H** – Required Forms
 - Appendix A – Proposal Submission Form
 - Appendix B – Addenda Receipt and Anti-Collusion

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

6.2.1 SECTION A – COVER LETTER

Provide the following information about your company. The cover letter shall briefly introduce your firm, office location where work will be performed, principal in charge as well as:

- Legal Company Name and DBA (if applicable)
Address
Telephone Number
Website Address
- Name of Single Point of Contact
Title
Telephone Number
Email Address
- Name of Person with Binding Authority
Title
Address
Telephone Number
Email Address

- 
- The firm's NC Architectural/Engineering License.
 - Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its SOQ: "The information contained in this submittal 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 SOQ 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."

6.2.2 SECTION B – EXPERIENCE

Provide a representative summary of your firm's specialized experience or expertise to provide design and construction administration services for an integrated controls solution for all security functions as it relates to the Scope of Service outlined in this solicitation. Reference recent experience with project costs and schedules as well as past performance on similar assignments.

6.2.3 SECTION C – PROJECT TEAM

Provide a detailed organization chart that presents the team to be dedicated to these services. This should include the project manager, engineers, and other supporting staff to be used in completion of the work. Information to be included in this section shall include:

- Professional, relevant qualifications for up to five (5) projects, including projects listed under the "History of Similar Projects" section of the response, in which the project team individual(s) had a significant role;
- The specific experience the proposed program manager has in managing related or similar programs;
- Office location and number of year's employee has worked with their current firm;
- Available time (in percent) that each team member may commit to these services;
- Current work load and municipal projects awarded;
- Familiarity with the area where project is to be located.
- Administration capabilities.

6.2.4 SECTION D – PROJECT MANAGEMENT AND QUALITY CONTROL

Provide a brief description of the systems and methods employed by the firm to effectively manage proposed projects, including a summary on the management of: goal setting, managing client expectations, communications, scope, quality control, managing project schedule, cost, quality control/assurance, risk and stakeholders within prescribed budgets and change management.

6.2.5 SECTION E – PROJECT APPROACH AND METHODOLOGY

Provide a brief summary to include the approach for this project including the team and consultants as it relates to the previously defined scope.

6.2.6 SECTION F – HISTORY OF SIMILAR PROJECTS

Provide a minimum of five (5) representative projects including the following information for each project:

- Owner's name and title;
- Owner's contact person name, address, telephone number, and email address;
- Title and description of the project;
- Description of the services provided;
- Engineer's estimate of probable cost versus actual cost;
- Estimated construction schedule versus actual completion;
- Change order history including reasons for any increase or decrease to the contract cost and duration.

6.2.7 SECTION G – REPUTATION OF FIRM

Provide a record of successfully completed projects without major legal or technical problems.

State whether the firm has been sued or had a claim filed against it for defective design or errors and omissions in the last five (5) years. If the answer is "yes" please, provide details of each suit or claim and the resolution of the matter.

6.2.8 SECTION H – REQUIRED FORMS

Submittals must include copies of the following documents:

- Appendix A – Statement of Qualifications Submission (signed)
- Appendix B – Addenda Receipt and Anti-Collusion (signed)

7 EVALUATION CRITERIA AND SELECTION PROCESS

7.1 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFQ 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 RFQ until a selection is made, other than the County's designated contact person identified in the introduction to this RFQ. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
2. The Owner will establish an RFQ Evaluation Team to review and evaluate the submittals. The RFQ Evaluation Team will evaluate the submittals independently

in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected respondents.

3. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the submittals.
4. The Owner will provide written notification to all Short Listed Offerors of the selection at the conclusion of the Procurement.
5. 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 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.

7.2 EVALUATION SELECTION PROCESS

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

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

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.

SOQ Criteria	Weights
Project Experience <i>-Specialized or appropriate project experience;</i> <i>-Recent experience with project costs and schedules;</i> <i>-Past performance on similar projects;</i> <i>-Record of successfully completed projects without major legal or technical difficulties.</i>	45%
Project Team and Availability of Resources <i>-Adequate staff and proposed consultant team for the project;</i> <i>-Current workload and municipal projects awarded;</i> <i>-Familiarity with the area where the project is located;</i> <i>-Administration capabilities.</i>	40%
Project Management and Quality Control	10%
Project Approach <i>- Proposed approach for the project including team and consultants</i>	5%

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

Interview Criteria	Weights
Project Team and Availability of Resources Project Experience Project Approach and Project Management	75%
Quality and Relevance of Interview as it Relates to the Scope of the RFQ	25%

7.3 AWARD PROCEDURE

The County reserves the right to make an award without further discussion of the submittals received. It is understood that any SOQ submitted will become part of the public record.

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

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

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

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

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

8 GENERAL CONDITIONS AND REQUIREMENTS

8.1 TERMS OF CONTRACT

The contract award will have an initial term of three (3) years with two (2) 1-year renewal options, pending annual budget approval.

8.2 CONTRACTUAL OBLIGATIONS

The contents of this Proposal and the commitments set forth in the selected SOQ 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).



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.

8.3 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.

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

It is the policy of Union County that Minority Businesses (MBEs), Women businesses (WBEs), 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.

8.5 EXPENSE OF FIRM

The Owner accepts no liability for the cost and expenses incurred by firms in responding to this Procurement. Each Firm that enters into the Procurement process shall prepare the required materials and the SOQ at its own expense and with the express understanding that the Firm cannot make any claims whatsoever for reimbursement from the Owner for the costs and expenses associated with the process, even in the event the Owner cancels this Project or rejects all submittals.

8.6 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. Vendor/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.

8.7 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

D. PROFESSIONAL LIABILITY

(only 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.

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.

8.8 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 – SOQ SUBMISSION FORM

RFQ 2021-072 Union County Jail Relocking Project

Submit with SOQ

This SOQ is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

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

Name: _____

Title: _____

Signature: _____

Date: _____

10 APPENDIX B – ADDENDUM AND ANTI-COLLUSION

RFQ 2021-072 Union County Jail Relocking Project

Submit with SOQ

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

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

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

Company Name: _____

Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____



11 APPENDIX C – SAMPLE VENDOR PAYMENT NOTIFICATION
RFQ 2021-072 Union County Jail Relocking Project

Do Not Submit with SOQ

---Informational Purposes Only---

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