



Request for Proposal #2021- 071 Diversity, Equity, and Inclusion Consultant

Due Date: April 30, 2021

Time: 2:00 pm EST

Receipt Location: Government Building
500 N. Main Street, Suite #709
Procurement Department
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) 283-356

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1. Notice of Advertisement

Union County North Carolina is Soliciting Proposals for

RFP # 2021- 071, Diversity, Equity, and Inclusion Consultant

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 April 30, 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 Diversity, Equity and Inclusion Consulting services.

The Request for Proposals No. 2021-071 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 April 30, 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 **April 8, 2021 at 4:00 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 – INTRODUCTION

3.1 PURPOSE

Union County, through its Management Team, is soliciting proposals from qualified Diversity, Equity and Inclusion consulting teams or a consultant to provide a comprehensive strategic assessment and develop a strategic plan that will guide executive leadership in developing, planning and implementing a comprehensive strategy to increase diversity, equity and inclusion that will continue to embrace employees through education, training and outreach. This initiative aligns with the strategic objectives adopted by the Board of Commissioners, specifically Community Consensus, Sustainability and Organizational Strengthening with a focus on support for all employees, residents and the local business community.

3.2 COUNTY

Union County is a thriving county with an estimated population 240,000 that has grown significantly over the last two decades. Union County is located near the greater Charlotte Metropolitan area and borders the South Carolina state line. As the eighth largest county in the state of North Carolina, there are no indications that population growth and the general prosperity will slow down. 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 – PROJECT SCOPE OF WORK

4.1 Union County is committed to creating a culture that is inclusive and promotes a collective mixture of similarities and differences. We are conducting a Diversity, Equity and Inclusion (DEI) assessment to assist the County with developing a comprehensive DEI Strategic Plan that will align with Union County's Organizational Strengthening strategic objective. The scope of this assessment will be comprehensive and at a minimum will include a review of operational and comparative measures, opinions along with industry applicable analysis. The analysis and assessment will;

- Include the review of the culture of current operations.
- Address racial, gender, identity, age, and other inequities that may impact the workforce.
- Identify Industry best practice models,
- Include benchmarks for the future and,
- Identify the County's strengths and areas of opportunity to assist with developing DEI strategies that supports workforce diversity and organizational strengthening.

4.2 The comprehensive Diversity, Equity and Inclusion (DEI) assessment should include the information listed below and other applicable industry best practices that will provide Union County with a high-quality DEI Strategic Plan.

- Conduct pre-assessment activities/meetings with Executive Leadership.
- Work with leadership and other designated staff to develop DEI goals, objectives and strategies.
- Integrate DEI into internal processes across the organization to support Union County's Organizational Strengthening strategic objective.
- Identify gaps in workforce engagement involving diversity, equity and inclusion and recommend how to improve/close the gaps.
- Use information from the assessment to assist with determining what areas need culturally specific trainings and employee engagement. Example: the construct of race and racism, understanding the LGBTQ community, and inclusion of all regardless of their abilities or disabilities.
- Ensure that Union County understands the importance of having a diverse and inclusive culture that supports all residents.
- Provide guidance to assist the County with attracting and retaining a talented and diverse workforce with the ability to work collaboratively across differences to achieve organizational objectives.
- Assist Union County in learning how to establish and implement a comprehensive DEI program infrastructure that creates and sustains an inclusive workplace that embraces diversity.
- Assist Union County with developing agency wide metrics to track the impact and effectiveness of DEI strategies on the County's workforce culture.
- Provide a resource plan that includes identifying staff, finances, technology and operational resources needed to implement the DEI Strategic Plan

4.3 Implementation of the Diversity, Equity and Inclusion Strategic Plan will occur after the assessment process has been successfully completed. The implementation of a strategic plan may or may not be implemented by the same company that conducts the DEI assessment.

- Collaborate with the County's Communication department to develop and implement a DEI Marketing campaign.
- Assist the organization with implementing industry best practices as it relates to workforce DEI employee resource groups, mentoring and coaching.
- Provide technical assistance to Executive Leadership and Directors to establish DEI Performance measures, strategies or programs that address identified gaps that align with the Union County strategic objectives.
- Provide guidance on the development of key performance indicators, and analyze and share observations regarding programmatic practice, internal and external diversity and inclusion metrics, and organizational culture and practice.
- Assist the County with implementing an employee led DEI Committee comprised of department representatives. This committee would provide ongoing awareness of bias and present recommendations on how to resolve issues.
- Assist the organization with the implementation of a dashboard/scorecard to report progress.

4.4 DE&I Training Plan

- Assist Human Resources staff with developing an accessible and usable DEI training plan that the County can commit to for continuous learning that includes, at a minimum, the following topics:
 - Understanding implicit bias and its effects.
 - Building a common language and shared knowledge of DEI.
 - The importance of building an inclusive workplace and facilitating/fostering workplace change.
- Use information from the assessment to assist with developing Training plans for the workforce to support the DEI Strategic Plan.
- Implement training listed in the DEI Strategic Plan and other comparable training as needed.

4.5 Deliverables

- A project plan with timelines that includes cost.
- Develop a comprehensive Diversity, Equity and Inclusion analyses of the organization.
- A comprehensive DEI Strategic Plan
- A leadership readiness assessment that is conducted analyzed and interpreted.
- Organizational needs assessment that is conducted.
- Conduct Leadership DEI education workshops
- Develop and execute (if applicable) a training and education strategy that will increase the awareness, knowledge, and skills of our staff as it pertains to DEI
- Identify opportunities for improvements with suggestions regarding how to operationalize those improvements.
- Provide knowledge and insight on best inclusion practices in the field.
- Communications and marketing plan.
- Develop and implement DEI dashboard/performance measures
- Develop a strategy and plan for implementation of a Diversity, Equity and Inclusion Advisory Committee.
- Develop a long-term DEI roadmap that is aligned with the County's strategic objectives and will ensure that barriers to inclusion continue to decrease, while internal awareness, knowledge and skills continue to increase.

4.5 Interested firms or consultant(s) are encouraged to submit a proposal covering all areas listed in the scope of work section of this RFP. However, Union County will consider proposals from offerors for separate segments of the project scope. It is the responsibility of each offeror to clearly state If their proposal is for the full scope or segments (list each) of the scope.

The county reserves the right to award a contract to one or more firms or consultant(s).

4.6 PROCUREMENT SCHEDULE (dates may be adjusted as needed)

Date	Activity
April 8, 2021	Deadline for Questions
April 30, 2021	Proposal Due Date
Week of May 10, 2021 (if applicable)	Notification of Short Listed Offerors (estimated date)
Week of May 24, 2021 (if applicable)	Interviews with Short Listed Offerors (estimated date)

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** – Cover Letter
- **Tab B** - Company Background/Experience
- **Tab C** – Capability Statement
- **Tab D** – DEI Work Samples

- **Tab E** – Project Team/Staff
- **Tab F** – Price Information
- **Tab G** – Required Signature Forms; Appendix A - Proposal Submission Form and Appendix B - Addenda Receipt and Anti-Collusion

TAB A – COVER LETTER

Provide an overview to include company name, corporate history, and number of years in business under the current organizational name and structure, services offered, location of principal place of business and evidence of authority to do business in North Carolina. Specifically state if you are submitting a proposal as a consulting firm, independent consultant or joint proposal. Describe your interest in this project and the unique advantage your firm and team brings. The cover letter may be a maximum of three (3) pages.

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

- Company Name
 - Address
 - Telephone Number
 - Fax Number
 - E-mail Address
 - Name of Single Point of Contact
 - Name of Person with binding authority to enter into contracts
- List the type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the prime contracting party.
- Describe your company’s purpose, mission and values and explain how they will support the relationship with Union County by providing the services listed in this RFP.
- Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its proposal: “The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete.”

TAB – B COMPANY BACKGROUND/EXPERIENCE

This section provides each company with the opportunity of demonstrating how its history, organization and experience qualify your company for this project. Careful attention should be paid to providing information relevant to Union County needs as described in the RFP.

History and Profile

Provide a concise profile of the offeror’s organization to include the following:

- Corporate history, and number of years in business under the current organizational name, structure and services offered.
- Summarize the firms work on projects similar in size and complexity.
- Share history of meeting project deadlines.
- Are audited or otherwise verifiable financial statements available upon request?
- Is the bidder's organization involved in any pending litigation that may affect its ability to provide the consulting services for this project.

References

Give contact information for three of your current (last 3 years) customers including organization name and the following;

- Company Name
- Contact Name and Title
- Title of Project
- Project start and end date
- Address
- Phone Number
- Email Address

TAB – C CAPABILITY STATEMENT

- Provide a Capability statement that demonstrates your organizations ability to Diversity, Equity and Inclusion services as described in the scope of work section for this RFP.
- Summarize how your firm would approach meeting the requirements listed in scope of work section.
- Provide a summary implementation that aligns with the scope of work.
- Provide a draft timeline that aligns with completing the requested DEI assessment and implementation as described in the scope of work.

TAB D – DEI WORK SAMPLES

- Provide evidence of prior experience or a sample DEI plan that your firm developed, performed a comprehensive DEI assessment and implemented the approved plan. If your firm is responding to a portion of this RFP provide the requested sample accordingly.

- Provide evidence of prior experience or a sample plan on developing and implementing a DEI training and education strategy to increase organizational and individual awareness, knowledge and skills.

TAB E – PROJECT TEAM/STAFF

- List the number of staff assigned to this project.
- Provide resumes for the Project Manager and for other team member assigned to this project (up to 2 pages per resume).
- List the percentage of time each team member will dedicate to this project
 - Briefly describe the role and percentage of time the team member will spend on this project.
- Include name(s) of sub-consultant and list their role (if applicable)

TAB F – PRICE INFORMATION

- Include all cost associated with preparing and completing this project as described in this RFP.
- Include hourly rate information for assigned staff.
- Union County may request additional price information as needed.

TAB G - REQUIRED FORMS

Please complete required forms and include with proposal submission:

- Appendix A - Proposal Submission Form
- Appendix B- 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	20%
Capability Statement and DEI Work Samples	35%
Project Team/Staff	25%
Price Information and compliance with RFP requirements.	20%

- 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
Technical Approach, Capability and Project Team/Staffing	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 one (1) 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 – 2021-071.Diversity, Equity, and Inclusion Consultant” 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.

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.

----- *Remainder of Page Is Blank* -----

Appendix A – Proposal Submission Form
RFP # 2021- 071, Diversity, Equity, and Inclusion Consultant

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 Offeror 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 twenty (120) calendar days from the Proposal due date.

Offeror _____ Date _____

Authorized Signature _____

Please type or print Name _____

Appendix B – Addenda Receipt and Anti-Collusion
RFP # 2021- 071, Diversity, Equity, and Inclusion Consultant

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 offeror or officer or employee of Union County.

(Please Print Name)

Date

Authorized Signature

Title

E-Mail Address

Company Name

ATTACHMENT C – VENDOR PAYMENT NOTIFICATION
RFP # 2021 – 071, Diversity, Equity, and Inclusion Consultant

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

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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