



Request for Proposal #2021-061 Law Enforcement Inventory and Asset Management Software

Due Date: March 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

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1. Notice of Advertisement

Union County North Carolina is Soliciting Proposals for

RFP # 2021-061, Law Enforcement Inventory and Asset Management Software

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 <u>Section 2</u> <u>Submittal Deadline</u> no later than <u>March 30, 2021 at 2:00PM, EST</u>. Follow the instructions to <u>upload your proposal submission package</u>. 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 and implement Law Enforcement Inventory and Asset Management Software systems.

The Request for Proposals No. 2021-061 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 <u>www.unioncountync.gov</u> (Procurement Page, Current Bids).
- 2. Download the Bid Documents from the State of North Carolina IPS Web-Site <u>www.ips.state.nc.us</u> (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, <u>Cheryl.wright@unioncountync.gov</u>.

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 **March 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 **March 12, 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 <u>cheryl.wright@unioncountync.gov</u> by the deadline shown above. The email should identify the Proposal number and title. All questions and answers may be posted as addenda on <u>www.unioncountync.gov</u> and/or <u>www.ips.state.nc.us</u>.

2.4 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 <u>Appendix C -Addendum and Anti-Collusion Form</u>.

SECTION 3 – INTRODUCTION

3.1 PURPOSE

The Union County Sheriff's Office (the Agency) is seeking proposals from sources to provide a Law Enforcement Asset and Inventory Management System that will be used to issue, track and order supplies and equipment. The Agency desires to enter into a contract with a source capable of providing asset and inventory management solution that includes software, training, maintenance, and support.

3.2 BACKGROUND/GENERAL INFORMATION

Union County is a thriving county in the greater Charlotte Metropolitan Area. It is located to the east of Mecklenburg County/Charlotte and borders the South Carolina state line. The current population is approximately 240,000 and has grown significantly over the last two decades. 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 - SCOPE OF WORK

The Sheriff's Office is interested in a solution that includes software, licensing for server(s) and end users, installation, set-up and training for County staff. Additionally, proposals shall include all hardware requirements, to include recommendations for upgrades pricing. The Agency desires to award the project to a vendor capable of commencing work within fourteen (14) days of Notice to Proceed.

4.1 Respondents shall propose a solution capable of completing the following tasks:

- A. Tracking equipment and supplies such as vehicle-assigned equipment, firearms, ammunition, uniforms, etc.
- B. Maintaining receipts and signatures for issues/returned assets
- C. Inspection, maintenance and repair tracking
- D. Tagging Options to include (but not limited): barcoding, RFID, QR
- E. Track issuance, return, inventory
- F. Configurable Reporting (including auto-generating)
- G. Asset Reservations/ "Check Out" shared equipment (training/spare fleet)
- H. Kitting of Vehicle Upfit/Equipment
- I. Batched item tracking
- J. Track distribution of small/bulk items
- K. Maintenance and replacement schedule
- L. Vehicle Inspections with 2nd level approval

- M. Notifications? At what level?
- N. Track grant items separately
- O. Fully auditable
- P. Establish reorder points w/ alerts
- Q. Identifying hardware requirements to include recommendations and pricing
- R. End-user training
- S. Providing support for periodic reviews in the field of office/vehicle assigned equipment
- **4.2** The proposed asset and inventory management solution shall include the following features and have the ability to complete the following functions:
 - A. Web based application for easy updates and mobile functionality
 - B. Intuitive User Interface
 - C. Digital Signature Capable
 - D. Audit Security
 - E. Cloud storage
 - F. Configurable reporting
 - G. Configurable alerts
 - H. Integration with active directory
 - I. Organization and search of assets by Division, Bureau, Squad, etc.
 - J. Role based security
 - K. Service Contract/Maintenance and Support
 - L. Open API (ability to link various software)
 - M. Modular & configurable
 - N. Geo tagging
 - O. Searchable
 - P. Custom Viewing
 - Q. Unlimited Users- Change status Active/Inactive
 - R. Ability to import from and export to other software/databases
 - S. Provide server/back-up
 - T. Mobil iOS/ Android Compatible

4.3 LICENSE STRUCTURE

Union County expects the licensing structure to be enterprise-based so that it will also accommodate growth. Union County also expects the licensing structure will include price breaks at reasonable intervals for number of licenses acquired by Union County.

4.4 MAINTENANCE

The chosen vendor must maintain the proposed system if implemented. Vendors must clearly outline how the software is maintained, including bug fixes, feature and technology upgrades, and assimilation of state-of-the-art technologies.

4.5 SUPPORT

Union County anticipates the chosen vendor will have the technical expertise, staffing, and protocols to effectively support the implementation of its product in Union County. Live support should be offered during Union County regular business hours at a minimum. Other desirable support options include FAQs, known issues tracking, email support, and access to support managers and development staff if required.

4.6 TRAINING

Training is considered an essential element of this project. One aspect of training Union County will be considering heavily is how quickly and easily the proposed system can be adopted. How difficult is the system to learn? Does the vendor offer user groups and conferences as means of exposure to current and new technologies? We will be looking for answers to these questions and others within RFP responses, demonstrations, and discussions with vendor representatives.

4.7 WARRANTY

Union County expects all software to be covered by a reasonable warranty period no less than one year from "GoLive". All software and hardware warranties should provide for the operability of the system.

4.8 PROJECT IMPLEMENTATION AND EXPECTATIONS

This section provides a brief description of the expectations Union County anticipates during project implementation. As before, this section is not intended to be exhaustive and Union County is relying on vendors who submit proposals to incorporate the highest levels of service and expertise during the implementation phase(s) of this project.

The goals for this project were outlined above. Here Union County will attempt to describe briefly its expectations while working with vendors during not only the proposal process, but also during implementation.

The following list represents the core expectations of Union County:

- The County expects vendors to represent their products and services in an accurate and complete way.
- The County expects to provide a fair selection process that evaluates all opportunities presented to Union County and that secures the best possible software solution for our organization.
- Union County seeks to work with an organization that fits with our culture and approach to establishing good customer service and productive business relationships.
- By implementing the selected Law Enforcement and Asset Management and Inventory Software system, Union County fully expects to achieve its goals as listed under Scope of Work.

Responding offerors may include additional information that aligns with and supports the scope of work listed in the RFP for consideration. The additional information must be labeled accordingly in the submission package.

4.4 PROCUREMENT SCHEDULE

Date	Activity
March 12 , 2021	Deadline for Questions
March 30, 2021	Proposal Due Date
Week of April 12, 2021	Notification of Short Listed Offerors (estimated date)
(if applicable)	
Week of April 26, 2021	Interviews with Short Listed Offerors (estimated date)
(if applicable)	

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 electronical by using the link listed in Section <u>2 PROPOSAL SUBMITTAL REQUIREMENTS</u>. 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 Proposed Software Solution
- **Tab D** Implementation and Work Plan

- **Tab E** Maintenance and Support Program
- Tab F Cost/Fee Schedule Information
- Tab G Required Signature Forms; Appendix A Cost/Fee Form; Appendix B - Proposal Submission Form and Appendix C - 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. Give an overview of the proposed solution including the successful bidder's unique abilities to meet the project requirements, software requirements, and hardware requirements. Include exceptions to the RFP if any. 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 vendor with the opportunity of demonstrating how its history, organization, and partnerships differentiate it. Careful attention should be paid to providing information relevant to Union County needs.

History and Profile

Provide a concise profile of the bidder's organization to include the following:

- Corporate history, and number of years in business under the current organizational name and structure and services offered.
- What is the bidder's total number of installations of the proposed application software product?
- What is the bidder's service commitment to customers and measurements used?
- What are the bidder's annual sales?
- 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 its proposed solution or ongoing maintenance or support of its products and services.

References

Give contact information for five of the offeror's customers including organization name and the following; Also include the products the customers are using. Include a comprehensive Client list in addition to references.

- Company Name
- Contact Name and Title
- Include the products the customers are using.
- Project start and end date
- Address
- Phone Number
- Email Address

TAB C – PROPOSED SOFTWARE SOLUTION

Give a detailed description of your proposed software solution and the proposed software system. Include software modules and hardware required to operate the system. Tell why the bidder's solution best meets the needs of Union County. At a minimum, the plan should address the following:

- Provide a detailed description of the software solution, explaining the technical capabilities and functionality features of the proposed product.
- License Structure: Please describe the bidder's software licensing structure in detail. Do so for each product or module if they differ from one another.
- Warranty: Describe what is included with the manufacturer's warranty(s).
- Mobil App Capability?

TAB D - IMPLEMENTATION AND WORK PLAN

This section covers various aspects of the successful offeror's approach to implementing projects. Please respond with as much relevant detail to Union County, project as possible given the information you've been provided in this RFP.

- <u>Project Team</u>: List the bidder's project team. Provide names, roles, involvement levels and durations, and relevant experience for each person on the team.
- <u>Timeline</u>: Provide a schedule to implement the proposed software system. This should include time to review and access current processes and technologies and a timeline for the integration of the new system.
- <u>Training</u>: Describe what type of training and the number of people to be trained that is included as part of the software installation.

Describe how you will schedule and provide for training of end users, technical staff, and system administrators including initial training, consultation, and follow-up training.

Describe what types of additional training may be available either through the bidder's company or through another agency.

• A brief description of each task and its work products. Include milestone, associated work products and desired outcomes.

TAB E – MAITENANCE AND SUPPORT PROGRAM

• <u>Maintenance</u>: Describe the details and duration of any manufacturer's warranty on proposed software system.

How often do you provide product updates?

Include the firm's willingness and plan for keeping its products up-to-date. "Up-to-date" is defined as continuously adding or replacing products to take advantage of new technology and complying with emerging industry standards.

Describe the process by which user input is incorporated into new product releases.

What is included in the annual maintenance contract?

• <u>Support:</u> Vendor shall describe the extent and nature of software support services, including web-based and telephone support, and consulting support.

Do you have a telephone access number for technical phone support? What are the hours of support?

What is the guaranteed response time for telephone support?

Do you have the ability to provide direct remote support? Please describe.

Describe the bidder's support escalation procedure.

What is the bidder's policy for the provision of on-site support?

Do you maintain a client accessible Internet Knowledge Base of known issues and frequently asked questions?

TAB F – COST/FEE SCHEDULE INFORMATION

The successful bidder's cost table should include complete cost breakdowns for software, hardware, maintenance, training and implementation, and any additional services required. <u>Complete Appendix A – Cost Form.</u>

- <u>Software:</u> List and describe the costs for each component of the proposed software.
- <u>Hardware</u>: List and describe the costs for each hardware component of the proposed solution.
- <u>Maintenance</u>: List and describe in detail the projected maintenance costs involved in this proposed system.

- <u>Training and Implementation</u>: List and describe the costs to train additional 'basic' or 'advanced' users in the future. Describe the costs for documentation materials. Describe all costs associated with implementing the solution including, consulting, hardware, installation, services, travel, and Per Diem.
- <u>Pricing for Optional Items</u>: List and describe pricing for optional items associated with the system.

TAB G - REQUIRED FORMS

Please complete required forms and include with proposal submission:

- Appendix A Cost Form
- Appendix B Proposal Submission Form
- Appendix C-Addenda Receipt and Anti-Collusion

SECTION 6 - EVALUATION CRITERIA AND SELECTION PROCESS

6.1 SELECTION PARTICIPANTS

- 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%
Proposed Software Solution	35%
Implementation and Work Plan	25%
Cost/Fee Schedule 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
Vendor Demonstration of Product -Software functionality (all applicable elements)	70%
-Fee/Cost, Quality and Relevance on Interview as it Relates to the Scope of the RFP	30%

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 two (2) years with three (3) one year renewal options 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 in response to this RFP shall become the property of Union County and will not be returned to the vendor. Any and all costs incurred by vendors in preparing, submitting or presenting proposals are the vendor's sole responsibility and Union County shall not reimburse any vendor for such costs. All responses to this solicitation become public record after award and are subject to all public information request laws.

Therefore, proposals should include very little to no "trade secret" (proprietary/confidential) information to avoid such information being released. Any necessary response page containing "trade secret" (proprietary/confidential) information must be clearly stamped as such. The County will make final judgment as to the validity of the claim based on the definitions of Trade Secrets as contained in North Carolina General Statute and will attempt to restrict such information from disclosure. In no case shall Union County be held responsible for, bear liability for, or pay damages of any sort caused by, the release of information contained in any document submitted in response to this solicitation regardless of how marked. No proposal is to be marked "TRADE-SECRET", "PROPRIETARY" or "CONFIDENTIAL" in its entirety.

Resulting contract documents including all terms and conditions, cost, payments, percentages to be paid, etc., are deemed public information as per NC General Statute and are subject to release upon request."

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 – <u>"2021-061, Law Enforcement Inventory and Asset Management Software</u>" 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

D. PROFESSIONAL LIABILITY (only for any agreement providing professional services 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.

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.

Appendix A – Cost Form Total Software System/Services Cost RFP#2021-061 Law Enforcement Inventory and Asset Management Software

First 2 Year Expenses

System/Service	Cost	Comments
Software / License		
Hardware (use additional page if required)		
Installation		
Training		
Maintenance / Upgrades		
Other (explain)		
TOTAL FIRST YEAR		

Renewal Expense per Year for Years 2 and beyond

Ronomai Expense per	i cui i ci	
System/Service	Cost	Comments
Software / License		
Maintenance / Upgrades		
Other (explain)		
Other (explain)		
ONE YEAR'S RENEWAL		

This Proposal is submitted by:

Provider Name:_____

Representative (printed):_____

Representative (signed):_____

Appendix B – Proposal Submission Form RFP # 2021-061 Law Enforcement Inventory and Asset Management Software

This Proposal i	s submitted by:
Provider Name:	
Representative	(printed):
Representative	(signed):
Address:	
City/State/Zip:	
E-mail Address	<u></u>
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 Sign	nature
Please type or p	rint Name

Appendix C – Addenda Receipt and Anti-Collusion RFP # 2021-061 Law Enforcement Inventory and Asset Management Software

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 <u>www.co.union.nc.us</u> and/or <u>www.ips.state.nc.us</u>. 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 D – VENDOR PAYMENT NOTIFICATION RFP # 2021 – 061

FOR INFORMATIONAL PURPOSES ONLY. DO NOT INCLUDE WITH BID

----Intentionally Left Blank----



Administrative Services Finance Division 500 N Main Street Suite 714 7th Floor Monroe, NC 28112 704.283.3886 www.unioncountync.gov

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 Add	ress		
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