



Request for Proposals No. 2022-017 Lead & Copper Compliance Program Management

Due Date: January 6, 2021
Time: 10:00 AM EST
Receipt Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Procurement Contact:

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1 NOTICE OF ADVERTISEMENT

**Union County, North Carolina
Request for Proposals No. 2022-017
Lead & Copper Compliance Program Management**

Electronic proposals will be received by the Union County Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **10:00 AM EST on January 6, 2022.** Late proposals will not be accepted.

Union County, North Carolina through Union County Public Works, is soliciting proposals from experienced and qualified firms to provide services associated with the development, implementation and management of Union County's Water's Compliance Program for the USEPA's Revised Lead and Copper rule.

The Request for Proposals No. 2022-017 may be examined at the Union County Government Center, Procurement Department at 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 Proposal 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)

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement contact person listed on the cover page (vicky.watts@unioncountync.gov) no later than **December 28, 2021 at 10:00 AM EST.**

Union County 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 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.

2 PROPOSAL DETAILS

2.1 PROPOSAL SUBMISSION DEADLINE

All Proposals are to be received by the Union County Procurement Department no later than **10:00 AM EST on January 6, 2022** per the instructions below. Any proposals received after this date and time shall be rejected without exception.

2.2 SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <https://lfportal.unioncountync.gov/Forms/procurementsubmit>. Select the Solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your Proposal (1 complete document) and select submit. The maximum size is 20 MB. An email response will be sent to the address entered on the form as your confirmation of receipt.

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 reserves the right to:

- Reject any or all proposals;
- To waive technicalities;
- To make such selection deemed in its best interest;
- Cancel this solicitation;
- Award to multiple vendors.

2.3 PROPOSAL QUESTIONS

Proposal questions will be due on or before **December 28, 2021 at 10:00 AM EST**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by e-mail to **Vicky Watts** at vicky.watts@unioncountync.gov by the deadline shown above. **The email subject line should identify the proposal 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 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 Offeror on Appendix B – Addendum 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.

3 INTRODUCTION

3.1 COUNTY

The County (estimated population 231,424) 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.

3.2 PURPOSE

Union County Public Works (UC WATER) is seeking a qualified consultant to provide engineering services associated with the development, implementation and management of UC WATER's Compliance Program for the USEPA's Revised Lead and Copper rule. Firms possessing expertise in regulatory compliance, program development, program management, and other related services are encouraged to submit a proposal according to the requirements described herein.

4 PROJECT DESCRIPTION

Union County has a population of approximately 231,424 residents. It can be expected that varying types of materials have been used over the historical course of utility operations within the UC WATER service area. The USEPA's revised Lead and Copper rule could significantly impact UC WATER utility operations. UC WATER seeks a consultant to assist with the development and implementation of a compliance program for the revised USEPA Lead and Copper rule over the next three (3) years.

It is anticipated that the selected consultant will be responsible for the following tasks (note that the following list may not be all-inclusive, as additional tasks may be required as UC WATER's Compliance Program is developed):

- Lead Service Lateral (LSL) Inventory
- Identify Lead Status Unknown Service Laterals
- Lead Service Lateral Replacement Program
- Sampling Monitoring Program

- Public Education and Outreach Program
- Technical Implementation and Support

The following outlines the expected tasks and deliverables associated with each of the above tasks. It is noted that not all tasks and deliverables are listed, as many may be unknown until each of the above tasks are more fully developed.

4.1 LEAD SERVICE LATERAL (LSL) INVENTORY

- This will provide the possible known locations of lead service laterals still in use. It will be compiled by analyzing historical records as well as investigating current field data being compiled by UC WATER's field personnel. Additionally, desktop measures may be taken to simplify the lead service lateral identification process by understanding lead solder was used until 1985 and that most components installed after the year 2000 would be lead free. The following tasks are expected to be (but not limited to) part of the development and implementation of the LSL Inventory.
- Assist UC WATER in the development and implementation of a lead service lateral (LSL) database.
 - Use existing material data (i.e., as-builts, age of structures, etc.) and consultant expertise to predict probability of lead presence in service laterals.
 - Review records to determine which locations in the UC WATER service area are most likely to have lead service laterals.
- Provide a validation strategy and best practices to verify service lateral materials in the most cost-efficient manner.
- Develop and implement a database to organize the LSL inventory.
 - Ability to track material of both private and public sides of the service lateral.
- Provide a cloud-based system for internal UC WATER and designated 3rd party users to view and input material data by location. System should allow users to view results in a map.
 - Ability for field teams to input material data, including photos directly into the software system via a mobile device.
- Provide data “clean up” support to gather, organize, and input appropriate data to meet inventory requirements and prediction capabilities.
- Provide a web-based map of service lateral data to be made available to the public on UC WATER website.
- Provide training to UC WATER staff for uploading, revising, and maintaining the web-based map.
- Provide training to UC WATER staff for the on-going management of the LSL database.

4.2 IDENTIFY LEAD STATUS UNKNOWN SERVICE LATERALS

Develop a cost-effective solution to determine lead status unknown service laterals. This may include excavation of unknown service laterals utilizing vacuum excavation to identify service lateral material trends, etc. Developing and implementing a strategy to determine the material of unknown lead service laterals will be a key component of the LSL Inventory. The following tasks are expected to be (but not limited to) part of identifying unknown service laterals:

- Provide vacuum excavation to identify material trends in lead status unknown laterals.
- Develop and train UC WATER on a replacement and identification protocol if lead status unknown laterals are found to be LSLs.
- Assist UC WATER in physically verifying the material of water service laterals.
- Develop a plan for “site closure” to verify that lead status unknown laterals do not contain lead within the service lateral.

4.3 LEAD SERVICE LATERAL REPLACEMENT PROGRAM

This task will include the development of program(s) for UC WATER to replace any known or discovered lead service laterals in compliance with the USEPA’s Revised Lead and Copper Rule. This task will need to take into consideration the rate of replacement required under the USEPA’s New Rule as well as developing a plan for UC WATER to implement the replacement logistics. The following tasks are expected to be (but not limited to) part of developing a lead service lateral replacement program:

- Develop a program strategy and framework to prioritize replacement of lead service laterals, and best practices for implementation.
- Assist UC WATER with creating a lead service lateral replacement program and provide assistance in submitting the plan to the State.
- Assist UC WATER in responding to any questions or comments from the State and/or EPA regarding the proposed lead service lateral replacement program.
- Prepare cost estimates for lead service lateral replacement to be included in UC WATER Capital Improvement Program (CIP) budget.
- Provide communication guidance, and campaign templates for public communication.
- Develop a program and associated standard operating procedures (SOP) to track service lateral replacement progress and provide real time dashboards, exportable reports, etc.
- Provide workflow management templates and standard operating procedures to track all program data, facilitate approvals, and reporting of progress.
- Develop a program to track resident communications, such as letters and phone calls.
- Develop a program and associated SOPs to source, distribute, track, and order pitchers/filters when lead laterals are identified and replaced on both an agreed upon schedule and an ad hoc basis.

4.4 SAMPLING MONITORING PROGRAM

The consultant shall develop a proposed sampling monitoring plan that will be provided to UC WATER and be in accordance with the revised USEPA Lead and Copper rule. UC WATER expects the selected consultant to develop a program to manage sampling, sample kit distribution, and sampling results across the UC WATER service area and within compliance of the USEPA revised Lead and Copper rule. The following tasks are expected to be (but not limited to) part of developing a sampling monitoring program:

- Create a database to track samples.
- Review and recommend adjustments to tier sites within UC WATER sampling plan to be in compliance with the revised Lead and Copper rule.
- Create sampling plans for UC WATER based on the revised Lead and Copper rule.
- Assist UC WATER in identifying schools and daycare facilities that need to be sampled.
- Support school and childcare facility sampling for both the Lead and Copper rule standard requirements, and EPA 3Ts standard requirements.
- Provide an SOP to track fixture level sampling and remediation data if a school or daycare requests all fixtures to be sampled.
- Create a resident communications database for UC WATER use, to track notifications (i.e., letters, phone calls) to residents, regulatory agencies, etc.
- Provide an SOP for reporting results to customers and primacy agencies within EPAs required time frames depending on the results obtained.
- Create a database to order, track, and ship sampling kits.
- Provide an SOP to import and export data from alternate UC WATER software systems like LIMS, GIS, and/or Billing.
- Assist UC WATER in tracking and addressing customer issues, provide educational materials, and manage lab coordination.
- Evaluate UC WATER scheduled 2022 Lead and Copper sampling event and make recommendations to mimic the requirements of the Revised Lead and Copper Rule taking effect in 2024.
- Review UC WATER current corrosion control program and make recommendations for any needed revisions to the program in order to maintain compliance with the revised rule.

4.5 PUBLIC EDUCATION AND OUTREACH PROGRAM

This task will include providing and developing a public outreach program for UC WATER to implement. Included in this program will be the necessary data packets required under the revised USEPA Lead and Copper Rule as well as any functional replacement items and the timeframes required for customers (i.e., schools, residents, etc.) during any and all possible LSL replacement activities UC WATER may undertake. The following tasks are expected to be (but not limited to) part of developing and implementing a public education and outreach program:

- Assist UC WATER in developing a plan to meet all EPA requirements to notify customers.
- Develop a SOP for providing the required notification for UC WATER to utilize (individual customer and entire water system as required in the Rule Revisions).
- Assist in the development of outreach, educational, and promotional materials for each phase of UC WATER Compliance Program (i.e., inventory, replacement, sampling, etc.).
- Assist UC WATER in the development of a program to provide training for school and daycares to collect samples.
- Develop a SOP for providing pitcher filters/cartridges to each customer affected by the LSL Replacement Program.
- Assist UC WATER in selecting the appropriate pitcher/filter provider, to include (but not limited to) development of the RFP, reviewing proposals, etc.

- Develop and implement a program and/or procedure for notifying residents that may have lead service laterals, to include a way to track and provide any required materials (i.e., pitchers, filters, etc.).
- Develop and implement a public education and outreach assistance program.

4.6 TECHNICAL IMPLEMENTATION AND SUPPORT

This task will involve training UC WATER staff from Engineering, Environmental Programs, Information Systems, Community Relations, and other UC WATER departments to access and manage a database of data collected for lead service laterals and sample results from compliance activities related to the USEPA Lead and Copper Rule Revision. The selected consultant will also develop standard database functions to streamline communication between customers and departments within UC WATER. The following tasks are expected to be (but not limited to) part of developing a technical implementation and support team:

- Provide a data management solution within three (3) months of contract signature date including a tracking compliance database as well as training to UC WATER staff on management of the tracking database in accordance with the revised Lead and Copper Rule.
- The selected consultant must provide a designated support team to be a day to day point of contact supporting UC WATER program needs. UC WATER Information Systems Department staff will assist the vendor in implementing the data management solution, but due to other projects, their assistance may be limited.
- Provide a database for UC WATER to manage and build using its own collected data and sampling information. Additionally, provide training to UC WATER on the use of this database.
- Provide technical support to UC WATER in the use of the data management solution. Technical support should be through the designated support team.
- Provide a schedule for training UC WATER operational and technical staff to adequately use the features of the systems design to meet UC WATER needs.
- Provide documentation that UC WATER will retain ownership of the data collected and a clear description of how UC WATER would be able to acquire the data should UC WATER choose to discontinue services.
- Identify funding sources (Federal and/or State) to assist with implementing the various requirements and/or programs of the revised Lead and Copper rule, and assist UC WATER in applying for such funds through loan and/or grant applications, etc.
- Identify funding sources (Federal and/or State) to assist private property owners with replacement of their service laterals. Assist UC WATER in applying for such funds through loan and/or grant applications, etc.
- Coordinate with the EPA and/or State for interpreting requirements, review of data, etc. and assist UC WATER in addressing comments from the EPA and/or State on submitted data, etc.
- Assist UC WATER with developing RFQs, RFPs, contract documents, etc. to select additional consultants and/or contractors to assist with the implementation of the various programs.
- Develop and/or implement a software solution that will provide various UC WATER departments (i.e., Information Systems, Public Information, Environmental, etc.) with the collected data. The software solution should be able to track public outreach efforts, notify the various departments, etc.

- Provide training and training materials (i.e., procedures) for utilizing the software.
- Other program consulting services as needed to implement and manage UC WATER Compliance Program

The RFP should include a description of the services to be provided and how the selected consultant intends to meet and implement the requirements outlined within this solicitation.

5 DETAILED PROPOSAL REQUIREMENTS AND INSTRUCTIONS

5.1 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.

5.2 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 proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit electronically – Refer to page 4, 2.2. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed Offeror's capabilities to satisfy the requirements of the RFP.

The County may award a contract based on initial offers received without discussion of such offers. A proposer's initial offer should, therefore, be based on the most favorable terms available. The County reserves the right to contact proposers regarding cost and scope clarification at any time throughout the selection process.

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 agrees to all applicable provisions, terms and conditions associated with this RFP. This solicitation, the successful Offeror's submitted proposal, all appendices and attachments (if applicable), and stated terms and conditions may become part of the resulting contract.

The total length of the proposal should be no more than 25 pages. All required forms are exempt from the page limit and must be submitted under the section identified below. Links will not be accepted to access proposal information or to any required documents. Do not divide the proposal in separate sections. Only one (1) complete proposal should be electronically submitted. The maximum document upload size is 20 MB. Contact the project contact, vicky.watts@unioncountync.gov with any questions.

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.

Omissions and incomplete answers may be deemed unresponsive.

The proposal should be organized and identified by section as follows:

- **Section A** – Cover Letter
- **Section B** – Company Background
- **Section C** – Qualifications and Experience
- **Section D** – Project Team
- **Section E** – Project Approach and Management
- **Section F** – History of Similar Projects
- **Section G** – Cost Proposal
- **Section H** – Required Forms
 - Appendix A – Proposal Submission Form
 - Appendix B – Addenda Receipt and Anti-Collusion

Please provide the following information in the sequence of the following major headings described below.

5.2.1 SECTION A: COVER LETTER

The cover letter shall briefly introduce your firm, as well as provide the following information about your company. Respond to each item and provide supporting documentation and/or exhibits as requested or desired.

- Legal Company Name and DBA (if applicable)

Corporate Headquarters:

Address
Telephone Number
Website Address

Location Providing Service (if different from headquarters):

Address
Telephone Number

- Name of Single Point of Contact
Title
Direct Telephone Number and/or Extension
Direct Email Address

Must not be a corporate email address or call center.

- Name of Person with Binding Authority
Title
Address
Direct Telephone Number and/or Extension
Direct Email Address

Must not be a corporate email address or call center.

- 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. This RFP 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.”

5.2.2 SECTION B – COMPANY BACKGROUND

This section provides each vendor with the opportunity to demonstrate how its history, organization, and partnerships differentiate it from other vendors. Careful attention should be paid to providing information relevant to Union County needs.

- Provide corporate history, and number of years in business under the current organizational name and structure and services offered.
- Describe your company's complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities. How many public sector (cities and counties) clients does your company have?
- Provide a management organization chart of your company's overall organization, including director and officer positions and names and the reporting structure.
- What is the Vendor's service commitment to customers and measurements used?
- List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.
- Are audited or otherwise verifiable financial statements available upon request?
- Is the vendor'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?

5.2.3 SECTION C: QUALIFICATIONS AND EXPERIENCE

- Provide a representative summary of your firm's specialized experience or expertise to provide Lead & Copper Compliance Program Management.
- Include experience in developing programs, Standard Operating Procedures (SOP), and policies related to Federal and/or State rules and regulations.
- Document consultant's familiarity with the current and proposed Lead and Copper rule, including various programs to maintain/ensure compliance.
- Provide examples or short synopsis of previous programs or ideas that would be beneficial for Union County. Reference recent experience with project costs and schedules. These should be included in an appendix and will not count against the page limitations.

5.2.4 SECTION D: PROJECT TEAM

Provide a detailed organization chart that presents the team to be dedicated to this project. This should include the project manager 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;
- 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 this project.
- Current work load and municipal projects awarded;
- Include key staff members who will be a point of contact for the County to provide timely information updates and status reports as necessary;

NOTE: Substitution of other personnel after the selection is made must be approved by Union County.

5.2.5 SECTION E: PROJECT APPROACH AND MANAGEMENT

- Provide a brief description of the systems and methods employed by the firm to effectively manage the proposed project, 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.
- Describe why your firm should be selected. Firm shall demonstrate their ability to work cross functionally with all relevant Union County departments to implement a compliance program
- Include an outline of the proposed planning and implementation of this project, specifying the timeframes for completing each phase of the project, any and all technology, licensing agreements, software and/or hardware required and/or recommended, including testing of databases.
- Identify the method and person responsible to assure that the time schedule and the County's budget will be met.

5.2.6 SECTION F: HISTORY OF SIMILAR PROJECTS

Provide a minimum of five (5) comparable clients with whom your firm has an established relationship similar to the Scope of Work outlined in this RFP and include the following:

- Name of Client;
- Contact Name and Title;
- Address, Direct Phone Number, and Email Address;
- Title and Description of the project;
- Service Dates;
- Summary of Scope of Services.

5.2.7 SECTION G: COST PROPOSAL

Provide a comprehensive cost schedule breakdown and explanation of all fees anticipated to meet the requirements of this solicitation. A total turnkey cost proposal must be submitted.

5.2.8 SECTION H: REQUIRED FORMS

Proposals must include copies of the following documents in this section:

- Appendix A – Proposal Submission (signed)
- Appendix B – Addenda Receipt and Anti-Collusion (signed)

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 members of Union County 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 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. The County 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. 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 Proposals.
4. The County reserves the right to determine the suitability of proposals on the basis of meeting scope and Proposal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the ranked firm.

6.2 EVALUATION SELECTION PROCESS

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

In the evaluation and scoring/ranking of Offerors, the County will consider the information submitted in the RFP as well as the meetings (if applicable) 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.

6.3 EVALUATION AND RANKING OF FIRMS

In the evaluation and ranking of Firms, the Owner will consider the information submitted in the proposal as well as the meetings with the 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 Firm or for the purpose of selecting Short-Listed Firms. The County may choose to award without engaging in interview discussions.

RFP Evaluation Criteria	Weights
Company Background and Project Experience	30%
Project Team and Availability of Resources	40%
Project Approach	20%
Cost Proposal & Compliance with Submittal Requirements	10%

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

RFP Interview Criteria	Weights
Proposed Approach and Staff	65%
Quality and Relevance of Interview as it Relates to the Scope of the RFP	35%

Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Offerors will be notified in advance of the time and format of such meetings.

6.4 AWARD PROCEDURE

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company 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.

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.

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

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

The County reserves the right to terminate negotiations at any time and for any reason. The County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous proposal.

The 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.

6.5 CONFLICT CERTIFICATION

The Offeror must certify that it does not have any actual or potential conflicts of interest with, or adversarial litigation against the County or any of its officers or employees. During the course of the contractual relationship formed pursuant to this solicitation, any such conflict of interest, whether newly arising or newly discovered, must be disclosed to the County in writing.

7 GENERAL CONDITIONS AND REQUIREMENTS

7.1 TERM AND CONDITIONS

The contract award will have an initial term of two (2) years with one (1) one-year renewal option at the County's discretion, pending annual budget approval.

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.

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

All proposals submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

7.2 CONTRACTUAL OBLIGATIONS

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

7.3 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 proposal 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 Proposals.

7.4 SUB-CONTRACTOR/PARTNER DISCLOSURE

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

7.5 EXCEPTION TO THE PROPOSAL

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 Proposal. All exceptions taken must be identified and explained in writing in the proposal and must specifically reference the relevant section(s) of this Proposal. 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 Proposal. 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.

7.6 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” – with solicitation number and name on the front of the envelope. Oral, telephone, or fax modifications or corrections will not be recognized or considered.

7.7 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. Firm shall ensure that while performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

7.8 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.

7.9 EQUAL EMPLOYMENT OPPORTUNITY

All Firm 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. All Proposals submitted in response to this request shall become the property of Union County and as such, may be subject to public review. All payroll taxes, liability and worker's compensation are the sole responsibility of the Firm. The Firm understands that an employer/employee relationship does not exist under this contract.

7.10 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 service 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.

7.11 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.

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8 APPENDIX A – PROPOSAL SUBMISSION

RFP 2022-017 Lead & Copper Compliance Program Management

Submit with Proposal

This Proposal 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 180 days. Proposal is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

9 APPENDIX B – ADDENDUM AND ANTI-COLLUSION

RFP 2022-017 Lead & Copper Compliance Program Management

Submit with Proposal

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: _____



10 **APPENDIX C – SAMPLE VENDOR PAYMENT NOTIFICATION**

RFP 2022-017 Lead & Copper Compliance Program Management

Do Not Submit with Proposal

---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