



Request for Proposals No. 2022-066 Financial Advisory Service

Due Date: May 26, 2022
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. 2022-066 Financial Advisory Service

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 EDT on May 26, 2022**. Late proposals will not be accepted.

Union County, North Carolina, through the Union County Finance Department, is soliciting proposals from experienced and qualified firms to provide Financial Advisory Services in accordance with the specifications outlined in the solicitation.

Request for Proposals No. 2022-066 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 **May 16, 2022 at 10:00 AM EDT**.

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 EDT on May 26, 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 **May 16, 2022 at 10:00 AM EDT**. 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 242,657) 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, North Carolina, through the Union County Finance Department, is soliciting proposals from experienced and qualified firms to provide financial advisory services in accordance with the scope outlined in the solicitation.

4 PROJECT INTRODUCTION

The County is located along the North Carolina/South Carolina state line southeast of the City of Charlotte and Mecklenburg County. Water and sewer service needs are increasing in the County, in large part due to its proximity to the City of Charlotte and Mecklenburg County and the presence of a strong transportation network which includes US 601, US 74, the CSX railroad and I-485 Charlotte Outer Belt. Due to the dramatic growth, Union County has issued several bond issues, which include fixed and variable rate debt. Outstanding debt has been issued for school facilities, general government infrastructure, water and sewer infrastructure, which includes revenue debt, and other County facilities and equipment.

5 BACKGROUND

The County's Operating Budget, including debt service is \$510.3 million for Fiscal Year 2022. The FY 2022-2027 CIP is over \$2.387 billion, for which a large portion will be funded through debt.

The complete budget for Fiscal Year 2022 and the Capital Budget for 2022-2026 can be found on our website at this link, [click here](#).

The Complete ACFR for June 30, 2021 can be found on our website at this link: [click here](#).

The County continues to maintain the following bond ratings:

Moody's	GO: Aaa	COPs/LOBs: Aa1	Revenue Bonds: Aa2
Standard & Poor's	GO: AA	COPs/LOBs: AA+	Revenue Bonds: AA+
Fitch	GO: AAA	COPs/LOBs: AA+	Revenue Bonds: AA

6 SCOPE OF WORK

Over the next five years, the County expects to issue a variety of types of debt including General Obligation Bonds, Limited Obligations Bonds and Water Revenue Bonds: [click here](#). In addition to those referenced above, the County may issue additional bonds for other purposes that are not being considered at this time. The County believes that an on-going relationship with a financial advisor is important and that financial advisors should be available to provide services at times other than when the County is issuing bonds.


NOTE: The specific details shown herein shall be considered minimum unless otherwise shown. The specifications, terms, and conditions included with the RFP shall govern in any resulting contract unless approved otherwise by the County.

6.1 ADVISORY SERVICES

In order to be considered, an individual or a firm must have provided financial advisory services for certificates of participation, limited obligation bonds, water and sewer revenue bonds and/or general obligation bonds for a local government in North Carolina in the last three years.

The County would expect its financial advisor to perform all of the normal financial advisory services including, but not necessarily limited to, the following:

- Serve as the County's consultant on debt financing projects;
- Provide independent financial advice and serve solely the interest of the County;
- Must be fully compliant with all rules and regulations including but not limited to the Securities and Exchange Act of 1934 and Municipal Securities Rulemaking Board Rules;
- Maintain registration as Municipal Advisor with Securities and Exchange Commission as required under Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act;
- Manage the bond financing process and negotiate key business points to accomplish the County's objectives;
- Analyze County's current capital structure as compared with existing and projected sources of pledged revenues for debt service coverage. Consultant will assess the



potential impact of debt on the County's financial condition and its ability to maintain or enhance its current bond ratings;

- Monitor the County's outstanding debt portfolio for potential debt refunding and cost savings restructuring opportunities;
- Develop a plan of finance and prepare a financing schedule. This will include considering various potential financing techniques, including but not limited to public versus privately-placed debt, fixed versus variable rate debt, tax-exempt versus taxable, long-term versus short term amortization, redemption provisions, and call features;
- Review legal documents related to scope of work;
- Analyze and report on the advantages and disadvantages of each proposed financing.

Keep County staff updated on information that affects the county including, but not limited to:

- Changes and impending changes to federal & state rules and regulations that could affect the County's ability to issue tax-exempt debt or would impact its outstanding debt;
- Current North Carolina bond market information, and economic data that affects the debt market;
- Work with the County's bond counsel and financing team in recommending size, timing, structure, refunding opportunities, loan securitization and specific terms and conditions of a debt issue. Present information regarding methods of sale, including publicly offered and privately negotiated options;
- Assist the County in selection (RFP Process) or formation of financing team, including preparing a list of services required of underwriters, trustee, verification agent and other professionals as agreed upon;
- Advise the County's financing team on areas of market specific knowledge that affects the financing and marketing of the project's debt;
- Coordinate the preparation and review of financing documents, including but not limited to, feasibility studies, bond indentures/covenants, preliminary and final official statements and advise the County on content and implementations of major documents. Assist the County in ascertaining material facts and circumstances to include in Official statements;
- Development of rating agency strategy;

- Prepare credit profiles and assist County in making presentations to rating agencies. Consultant shall coordinate with the rating agencies to schedule in-person meeting dates and/or teleconferences and prepare agendas for such discussions and meetings;
- Prior to the sale of securities, assist in representing the County at information meetings if such meetings are necessary or desirable;
- Assist in negotiations with bond insurers and/or letter of credit providers. This shall include any securing and negotiating the terms of any necessary credit enhancement for a determined financing structure, including but not limited to, bond insurance, surety reserve policies, standby bond purchase agreements and direct-pay letters of credit;
- Manage competitive or negotiated sale process for public debt sale. Monitor and provide market updates to the County. Work with underwriting syndicate to ensure that the County's bonds are adequately marketed and priced and monitor the lead underwriter's book during the order period;
- Provide a post-pricing evaluation and meet with staff to discuss;
- Advise the County on the various investment alternatives including project, capitalized interest and reserve funds of proceeds pending expenditure;
- Provide advice and assistance in the development of any capital improvement plans and/or other long-range financing plans by the County;
- Perform presentations to the Board of County Commission, upon request.

7 DETAILED PROPOSAL REQUIREMENTS AND INSTRUCTIONS

7.1 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.

7.2 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. Only one (1) complete proposal should be electronically submitted. The maximum document upload size is 20 MB. For any question, contact the project representative on the front cover.

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** – Executive Summary and Firm Experience
- **Section C** – Qualifications and Experience
- **Section D** – Assigned Personnel
- **Section E** – Subcontracting
- **Section F** – Financial Information
- **Section G** – References
- **Section H** – Fee Proposal
- **Section I** – Required Forms
 - Appendix A – Proposal Submission Form (signed)
 - Appendix B – Addenda Receipt and Anti-Collusion (signed)

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

7.2.1 SECTION A: COVER LETTER AND COMPANY BACKGROUND

The cover letter shall briefly introduce your firm, as well as provide the following information about your company. Respond to each item listed below 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

A corporate email address or call center number will not be accepted.

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

A corporate email address or call center number will not be accepted.

- Corporate history, and number of years in business under the current organizational name and structure and services offered.
- Evidence of authority to do business in North Carolina.
- List the type of firm or organization (corporation partnership, joint venture, etc.) that will service as the prime contracting party.
- Include the general organization and experience with governmental and/or similar Financial Advisory Service.
- 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. 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."

The Cover Page should not exceed two (2) pages.

7.2.2 SECTION B: EXECUTIVE SUMMARY AND FIRM EXPERIENCE

The Offeror shall submit an executive summary, outlining the proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an overview of your firm including number of years in business, number of employees, office locations, financial advisory qualifications, financial advisory rankings, and description of department responsible for providing the services. Particular emphasis should be given to the firm's resources dedicated to

providing financial advisory services. This section should highlight aspects of this proposal which make it superior or unique in addressing the needs of the County.

The Executive Summary should not exceed two (2) pages.

7.2.3 SECTION C: QUALIFICATIONS AND EXPERIENCE

The Service Provider shall provide a concise description of the company, including origin, state of incorporation, background, current size and proof of current Municipal Securities Rulemaking Board (MSRB) registration. Include the general organization, subcontractors or joint venture partners, staffing, and experience with providing financial advisory services for governmental and/or non- governmental organizations. Include the legal name of the company if doing business under some name other than that by which the company is commonly recognized. Provide an organization name, address, contact name, e-mail address and contact telephone number for three (3) customers of comparable size and scope of service that the company has been under contract.

7.2.3.1 Financial Advisory Experience

Provide a detailed listing of all bond issues for which the firm served as lead financial advisor (North Carolina experience) since January 1, 2018 providing the information below:

- Name of Client
- Issue Date
- Par Amount
- Type of Financing (COP, LOBs, GO, Revenue)
- Rating(s)

Please indicate the role that the lead advisor played in each transaction listed.

7.2.3.2 Describe your firm's view of your participation prior to and in conjunction with the debt issuance process.

Describe your firm's role in the issuance process of any debt by the County. Identify the role your firm generally plays prior to initiating an issuance process, evaluating refunding opportunities, in the development of the offering documents, working with the Local Government Commission, and rating process.

7.2.3.3 Outline your process for evaluating the timing to execute an advance refunding transaction.

Specifically discuss the determination of advance refunding bonds, with the understanding there may be negative arbitrage with limitations based on Tax Reform laws and hurdles needed to determine when the best opportunity would be to issue refunding debt, and minimizing risks to the County.

7.2.4 SECTION D: ASSIGNED PERSONNEL

Provide biographical profiles of the individual(s) who will be assigned to the projects, their locations, and contact information. Please clearly identify the role each team member will play on the financing team. Include specific information regarding each individual's experience providing financial advisory services to governmental entities.

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

7.2.5 SECTION E: SUBCONTRACTING

Identify required services that you intend to Subcontract. Provide the following information:

- Reason for subcontracting
- Proposed subcontractor responsibilities
- Name of the subcontractor and location

7.2.6 SECTION F: FINANCIAL INFORMATION

The Offeror must have the following financial information readily available and have the ability to provide it to the County, without exception, within twenty-four (24) hours upon request during the proposal evaluation process. Do not include with your proposal.

- Information regarding recent litigation and bankruptcy
- Information regarding any pending or threatened court actions and claims
- Credit ratings and credit reports

Bank and vendor references will be used to evaluate the credit worthiness of each Service Provider.

Provide the following information in your proposal:

- Annual audited financial reports or unaudited financial reports, if available, for each of the past three (3) fiscal years, prepared in accordance with Generally Accepted Accounting Principles (GAAP), and all relevant notes.
- All credit reports, credit bulletins, and any other published statements by the most recognized agencies (Standard & Poors Rating Group, Moody, Investor Services, Dun & Bradstreet, and Value Line) that have been issued or published about the entity within the past three (3) years.
- Indicate whether or not the Service Provider (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last three (3) years.
- Provide a description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Offeror's financial position or ability to provide services to the County.

7.2.7 SECTION G: REFERENCES

Provide a minimum of three (3) representative projects whom the offeror is currently working with or has worked with during the **past three years** providing similar or the same type of government and/or non-governmental financial advisory services. Include the following information for each project:

- Company Name
- Description of Services Provided
- Length of Service
- Contact Name and Title
- Address
- Phone Number
- Email Address

7.2.8 SECTION H: FEE PROPOSAL

Provide your firm's proposed fees for this engagement. Your fee proposal should provide specifics as to any fixed and variable rate pieces paid from closing costs and associated with a debt issuance. We would prefer financial advisory fees to be paid from bond proceeds. Please note that the County reserves the right to negotiate fees with the selected firm.

7.2.9 SECTION I: 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)

8 EVALUATION CRITERIA AND SELECTION PROCESS

8.1 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.

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.

8.2 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.

8.3 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	20%
Project Team and Availability of Resources	35%
Project Approach	20%
Fee Proposal & Compliance with Submittal Requirements	25%

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.

8.4 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.

8.5 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.

9 GENERAL CONDITIONS AND REQUIREMENTS

9.1 TERM AND CONDITIONS

The contract award will have an initial term of three (3) years with two (2) one-year renewal options 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.

9.2 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).

9.3 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.

9.4 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.

9.5 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.

9.6 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 120 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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

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

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

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

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

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

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____
- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:

Union County
Attention: Keith A. Richards, Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

9.11 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.

10 APPENDIX A – PROPOSAL SUBMISSION

RFP 2022-066 Financial Advisory Service

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

Name: _____

Title: _____

Signature: _____

Date: _____

11 APPENDIX B – ADDENDUM AND ANTI-COLLUSION

RFP 2022-066 Financial Advisory Service

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: _____



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

RFP 2022-066 Financial Advisory Service

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.

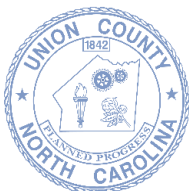
The second method is an Electronic Funds Transfer. (EFT) This means that you will receive payment of invoices due directly into your bank account. With this method, you will get an email confirmation giving you the date, invoice numbers, and total amount paid. Your payment will be available to you on 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