



Request for Proposals No. 2022-072 Fire Extinguisher & Suppressor Inspections

Due Date: July 8, 2022
Time: 11:00 AM EST
Receipt Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112
(Note: Follow the submittal instructions listed in this document to electronically upload a proposal package)

Procurement Contact:

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1 NOTICE OF ADVERTISEMENT

**Union County, North Carolina
Request for Proposals No. 2022-072
Fire Extinguisher & Suppressor Inspections**

Electronic proposals will be received by the Union County's Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **11:00 AM EST on July 8, 2022**. Late submittals will not be accepted.

Union County, North Carolina, through its Facilities Department, is soliciting proposals from experienced and qualified firms to provide Fire Extinguisher & Suppressor Inspections.

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).

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

Union County reserves the right to award to multiple vendors.

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 SUBMITTAL DETAILS

2.1 PROPOSAL SUBMISSION DEADLINE AND DELIVERY ADDRESS

All Proposal Submittals are to be received by the Union County Procurement Department no later than **11:00 AM EST on July 8, 2022** per the instructions below. Any submittals received after this date and time shall be rejected without exception.

2.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <https://portal.unioncountync.gov/Forms/procurementsubmit>. Select the Solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your proposal, and select submit. An email will be sent to the address listed 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 and to make such selection deemed in its best interest;
- Cancel this solicitation; and
- Award to multiple vendors.

2.3 PROPOSAL QUESTIONS

Proposal questions will be due on or before **June 23, 2022 at 5:00 PM EST**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions in a Word Document or in the body of an email and send to Darius Jones at Darius.Jones@unioncountync.gov by the deadline shown above. Questions sent in graph or Excel sheet format will not be accepted. **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/or www.ips.state.nc.us.

2.4 PROPOSAL ADDENDUM

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

Should an Offeror find discrepancies or omissions in this RFP or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the

written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix C – 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 PURPOSE

3.1 COUNTY

The County (estimated population 239,859) 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 INTRODUCTION

Union County is requesting proposals from qualified contractors to provide Fire Extinguisher & Suppressor Inspections.

4 SCOPE OF SERVICES

4.1 OVERVIEW

Union County currently has 363 fire extinguishers located in 29 different building locations throughout the county, FM-200 Fire Suppression Systems installed in three buildings and FM-300 Fire Suppression Systems installed in two buildings. The Contractor will be required to furnish all material, labor, supervision, tools, supplies, and other expenses necessary to provide full periodic maintenance and testing as required by the National Fire Protection Association (NFPA) standards for portable fire extinguishers, and to provide replacements as needed. Additionally, the contractor will provide semi-annual inspection of six (6) FM- 200 and two (2) FM-300 fire suppression systems.

4.2 PORTABLE FIRE EXTINGUISHERS

Contractor must inspect, test, maintain, repair and replace fire extinguishers as required by NFPA current standards. Contractor must be equipped to service the various types and sizes of the portable fire extinguishers for Union County – refer to Section 4.8, Equipment List for details. Contractor must provide hydrostatic testing of pressurized water, dry chemical, and carbon dioxide fire extinguishers (as needed), recharge exhausted extinguishers, and conduct miscellaneous repairs as required.

Contractor shall use manufacturer's recommended recharge agent, lubricants, and replacement parts or materials specially listed for use in the fire extinguisher.

Maintenance, servicing, inspections, and recharging shall be performed by trained persons having available the appropriate servicing manuals and the proper tools.

4.3 FM-200 AND FM-300 FIRE SUPPRESSION SYSTEMS

The County has six (6) FM-200 Fire Suppression Systems installed in two buildings:

- (5) Government Center, 500 N Main St, Monroe, NC
- (1) Judicial Center, 400 N Main St, Monroe, NC

And two (2) FM-300 Fire Suppression Systems installed in two buildings:

- (1) Emergency Services Complex, 2258 Concord Ave., Monroe, NC
- (1) Sheriff's Office Admin Building, 3370 Presson Road, Monroe, NC

The above Fire Suppression Systems require semi-annual inspections (April and October) in accordance with all local, state and federal regulations, including but not limited to the NFPA 2001, Chapter 7 requirements.

4.4 PERSONNEL REQUIREMENTS

North Carolina Fire Prevention Code states that, "Service personnel shall meet the qualification requirements of NFPA 2001, 25, & 72 for maintaining, inspection and testing such systems. A written record shall be maintained and shall be made available to the fire code official."

In accordance with NFPA 2001, 25, & 72 all maintenance and repair work shall be performed by technicians who are UL certified and NICET certified, International Municipal Signaling Association Fire Alarm (IMSFA) certified or factory trained and certified on the respective system.

The Contractor shall have a minimum of five (5) years' experience in the maintenance and repair of the system and shall furnish references and copies of certifications. The Contractor shall have the ability to perform software revisions and/or detect problems and make corrections on each CPU.

4.5 INSPECTION & MAINTENANCE STANDARDS

Contractor shall inspect fire extinguishers when an extinguisher is placed into service, and on an annual basis during the month of June. Inspection of fire extinguishers shall include at a minimum, the following:

- Location in designated place
- No obstruction to access or visibility
- Operating instructions on nameplate legible and facing outward
- Safety seals and tamper indicators not broken or missing
- Fullness determined by weighing or "hefting"
- Examination for obvious physical damage, corrosion, leakage, or clogged nozzle
- Pressure gauge reading or indicator in the operable range or position
- HMIS label in place

Contractor shall take immediate corrective action when an inspection of any fire extinguisher reveals a deficiency in any of the conditions listed above.

Contractor shall keep a record on a tag or label attached to the fire extinguisher that provides a permanent record of each inspection.

Contractor shall perform maintenance on fire extinguishers at intervals of not more than once a year, providing the appropriate one-year, five-year, six-year and/or twelve (12) year maintenance services in accordance with National Fire Protection Association Standards for portable fire extinguishers.

Contractor shall replace fire extinguishers removed from service for maintenance with a fire extinguisher suitable for the type of hazard being protected, and shall be of at least equal rating.

Contractor's maintenance procedures shall include a thorough examination of the basic elements of a fire extinguisher as determined below:

- Mechanical parts of all fire extinguishers
- Extinguishing agent of cartridge- or cylinder- operated dry chemical, stored-pressure, loaded stream, and pump tank fire extinguishers
- Expelling means of all fire extinguishers
- Seals or Tamper Indicators: At the time of the maintenance, the tamper seal of rechargeable fire extinguishers shall be removed by operating the pull pin or locking device. After applicable maintenance procedures are completed, a new tamper seal shall be installed.

A repair is defined as a deficiency which is identified during regular preventive maintenance. The County shall be responsible for any cost associated with repair, refill, testing, or replacement. Repairs on equipment shall not be made when the cost of the repair exceeds the replacement cost.

Contractor should prepare and submit to County staff a written not-to-exceed estimate of the man hours and materials, based on the labor rate and parts mark-up listed on **Appendix A**, which will be required to perform any repairs. Repairs shall be made only with the written Authorization of the Facilities Maintenance Supervisor. The County may obtain additional repair cost estimates and authorize major repair work to be done by another contractor when it is determined to be in the best interest of the County.

Parts estimated to be over \$30,000 will require competitive bidding. Contractor will not purchase parts over \$30,000 until authorized by the County.

4.6 REPORTING REQUIREMENTS

Contractor will provide service reports to Union County staff. Reporting shall include locations, serial number and type of extinguisher. The Contractor shall maintain a Service and Inspection log on all equipment serviced for the duration of the contract and shall provide such logs monthly or upon request from Union County staff. All inspection forms shall meet the minimum NFPA requirements that are current at the time of test, inspection or maintenance.

The Contractor shall employ sufficient labor and equipment for executing the work to full completion in the manner and time required by these specifications.

The Contractor will be required to execute the work in a continuous and uninterrupted manner upon notification by Facilities Management email or phone. It will be the responsibility of the Contractor to keep Facilities Management informed of his/her schedule, work plan, and progress and to submit reports in an electronic format approved by Facilities Management of work order status to the appropriate Facilities Management representative.

Any person employed by the Contractor or by any Subcontractor during the life of this project who, in the opinion of Facilities Management, does not perform his/her work in a proper and skillful manner or is disrespectful, intemperate, or disorderly shall, be removed forthwith by the Contractor or Subcontractor from the project, and shall not be employed again without prior approval.

In the event Facilities Management finds the materials or the finished product in which the materials used or the work performed have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced by the contractor at no cost to Union County.

4.7 SERVICE RESPONSE TIME AND HOURS OF OPERATION

The Contractor shall perform all assessment, testing, and maintenance services Monday through Friday, excluding weekends and Government Holiday, between the Hours of 6:00 AM and 8:00 PM EST.

The Contractor shall provide emergency repair related services twenty-four (24)-hours a day, seven (7)-days a week, 365-days a year. The Contractor shall respond to all emergency repair related services by phone within one (1) hour and arrive on site within two (2) hours of initial service request.

4.8 EQUIPMENT LIST

The County will notify the Contractor in writing, of its intent to add and/or remove facilities and/or equipment from service. Notification of such changes to the Contract will be issued via an Amendment and accepted by both the Contractor and the County.

Government Center		A	
500 N Main Street, Monroe N.C.			
Number	Location	Size	Type
	Loading Dock	20	ABC DC
	Loading Dock	20	ABC DC

	Inside Fire Panel Rm	5	Halotron
	Hall by Shop	10	ABC DC
	Comm 911	11	Halotron
	Comm 911 server Rm	11	Halotron
	General Service BR	10	ABC DC
	Hall around corner of shop	10	ABC DC
	Mechanical Rm	15	CO2
	Mechanical Rm	15	CO2
	Elevator Rm	10	ABC DC
	General Service hall	10	ABC DC
	Hall near 911	10	ABC DC
	Break Rm	10	ABC DC
	Hall in Inspections	10	ABC DC
	Work Rm 031	10	ABC DC
	1st Fire Hose Cabinet	10	ABC DC
	1st Fire Hose Cabinet	10	ABC DC
	Near Rm 151	5	ABC DC
	Break Rm	5	ABC DC
	Hall near Rm 167	5	ABC DC
	2nd Fire Hose Cabinet	10	ABC DC
	2nd Fire Hose Cabinet	10	ABC DC
	333 Telephone Rm	11	Halotron
	336 Repair Rm	11	Halotron
	335 Repair Rm	5	Halotron
	334 Server Rm	11	Halotron
	Pump Rm	10	ABC DC

	Mechanical Rm	10	ABC DC
	Mechanical Rm	10	CO2
	Hallway 3rd floor	10	ABC DC
	Old Jail Area	10	ABC DC
	Hallway 3rd floor	10	ABC DC
	Kitchen 327	5	ABC DC
	4th Cabinet	10	ABC DC
	5th Cabinet	10	ABC DC
	6th Cabinet	10	ABC DC
	7th Cabinet	10	ABC DC
	8th Cabinet	10	ABC DC
	Radio Rm Fire Marshall Office	5	Halotron
	9th Cabinet	10	ABC DC
	Roof	10	ABC DC
	Elevator Rm	10	ABC DC
	Land @219	5	ABC DC
	Land @BR	5	ABC DC
	Vital Records @BR	5	ABC DC
	Vital Records @work room	5	ABC DC
	@408	5	ABC DC
	@414	5	ABC DC
	@527	5	ABC DC
	@516B	5	ABC DC
	@601A	5	ABC DC
	@602A	5	ABC DC
	Finance	5	ABC DC

	@714	5	ABC DC
	@804	5	ABC DC
	@814	5	ABC DC
	@811	5	ABC DC
	@907	5	ABC DC
	Spares in Facilities Work Room		
AG Center			
3230 Presson Road, Monroe, N.C.		G	
Number	Location	Size	Type
1	Front Door	5	ABC DC
2	Next to 139	5	ABC DC
3	Next to 149	5	ABC DC
4	Next to 162	5	ABC DC
5	Next to Kitchen	5	ABC DC
6	Outside Auditorium	5	ABC DC
7	Outside Auditorium	5	ABC DC
8	Inside Farm Service	5	ABC DC
9	Next to Break Rm	5	ABC DC
10	Catering Kitchen	5	ABC DC
11	Back Door at Men's	5	ABC DC
12	Next to Sound Rm	5	ABC DC
Juvenile Probation 604 Lancaster Ave			

604 Lancaster Ave., Monroe, N.C.			
Number	Location	Size	Type
1	Hall	5	ABC DC
2	Hall	5	ABC DC
3	Hall	5	ABC DC
4	Hall	5	ABC DC
5	Hall	5	ABC DC
6	Storage Closet	5	ABC DC
Probation Nelda Dr.			
2630F Nelda Drive, Monroe, N.C.		MK	
Number	Location	Size	Type
1	Lobby	10	ABC DC
2	Near Rm 49	5	ABC DC
3	Back Near Janitor	5	ABC DC
4	Back Near Lockers	5	ABC DC
5	Front Near Rm 25	10	ABC DC
Farmers Market			
805 Skyway Drive, Monroe, N.C.		CC	
Number	Location	Size	Type
1	First Floor, Rear Entrance Rm 102	5	ABC DC
2	Second Floor Entrance Rm 205 (Top of stairwell)	5	ABC DC

Group Home			
600 Honeysuckle Lane, Monroe, N.C.			
Number	Location	Size	Type
1	Kitchen	5	ABC DC
2	Wash Rm	10	ABC DC
3	Hallway Boy	5	ABC DC
4	Hallway Girl	10	ABC DC
5	Outside Wash Rm	10	ABC DC
6	Staff Office	5	ABC DC
7	Kitchen Counter	10	ABC DC
Cell Towers			
Number	Location	Size	Type
1	Belk Mill 2903 Brooks Road, Monroe, N.C.	10 10	ABC/CO2
2	UC Jail 3344 Presson Road, Monroe, N.C.	10 10	ABC/CO2
3	Highway Patrol 2206 Fowler Secrest Road, Monroe, N.C.	10 10	ABC/CO2
5	New Salem 5902 Brooks Turner Road, Monroe, N.C.	10 10	ABC/CO2
6	Cuthbertson 1524 Cuthbertson Road, Monroe, N.C.	10 10	ABC/CO2
7	Crow Rd 4518 Crow Road, Monroe, N.C.	10 10	ABC/CO2

Main Library		D	
316 E Windsor Street, Monroe, N.C.			
Number	Location	Size	Type
1	Elevator	5	ABC DC
2	Door to Balcony	10	ABC DC
3	Next to Computer	10	ABC DC
4	Kitchen	10	ABC DC
5	Front Counter at Water F	5	ABC DC
6	Hallway At Loading Dock	5	ABC DC
7	Kitchen Middle of Library	5	ABC DC
8	Admin at Dock	10	ABC DC
9	Dock	10	ABC DC
10	Dock	10	ABC DC
11	Mechanical Rm	10	ABC DC
12	Mechanical Rm	10	ABC DC
Board of Elections			
316 E Windsor Street, Monroe, N.C.			
Number	Location	Size	Type
1	Front Desk	10	ABC DC
2	Next to Kitchen	10	ABC DC
3	Elevator Rm	10	ABC DC
4	Back Hallway	10	ABC DC
5	Storage Area	10	ABC DC
6	Storage Area	10	ABC DC

7	Storage Area	10	ABC DC
8	Storage Area	10	ABC DC
9	Storage Area	10	ABC DC
Union West Library			
123 Unionville-Indian Trail Road, Monroe, N.C.			
Number	Location	Size	Type
1	Main Entrance	10	ABC DC
2	Back Door	10	ABC DC
3	Back Door	10	ABC DC
4	Back Door	10	ABC DC
5	Meeting Room	10	ABC DC
Waxhaw Library			
509 S Providence Street, Monroe, N.C.			
Number	Location	Size	Type
1	Main Entrance	5	ABC DC
2	Back Door	5	ABC DC
3	Near Restrooms	5	ABC DC
Marshville Library			
414 Hasty Street, Monroe, N.C.			
Number	Location	Size	Type
1	Meeting Rm	5	ABC DC
2	Reference Area	5	ABC DC

3	Front of Building	5	ABC DC
4	Kitchen	5	ABC DC
Animal Shelter			
3340 Presson Road, Monroe, N.C.			
Number	Location	Size	Type
1	Lobby	5	ABC DC
2	105 @ Women's RR	5	ABC DC
3	Wash Rm	5	ABC DC
4	Stray Cat Rm	5	ABC DC
5	Drive Thru Bay	5	ABC DC
6	Beside Incinerator	5	ABC DC
UCPS		BA	
400 N Church Street, Monroe N.C.			
Number	Location	Size	Type
1	Lobby	10	ABC DC
2	Break Room 106	5	ABC DC
3	Side Entrance	10	ABC DC
4	Back Entrance	5	ABC DC
5	Generator Rm	10	ABC DC
6	Behind Copier	5	ABC DC
7	Outside Meeting Rm	10	ABC DC
Historic Court House		GGM/BA	

300 N Main Street, Monroe N.C.			
Number	Location	Size	Type
1	Basement AC	10	ABC DC
2	Outside AC Room	5	ABC DC
3	BM1	10	ABC DC
4	1st Behind Steps	10	ABC DC
5	Behind Steps	10	ABC DC
6	2nd Top of Steps	10	ABC DC
7	2nd Top of Steps	10	ABC DC
8	Top of Steps	10	ABC DC
9	AM2	5	ABC DC
10	AM2	5	ABC DC
11	Am1	5	ABC DC
12	Bell Tower Area	10	ABC DC
County Garage			
610A Patton Ave, Monroe N.C.		D/CB	
Number	Location	Size	Type
1	Old Sign Building	10	ABC DC
2	Old Sign Building	10	ABC DC
3	Old Sign Building	10	ABC DC
4	Bay	10	ABC DC
5	Bay	10	ABC DC
6	Upper Bay	10	ABC DC
7	Garage Kitchen	10	ABC DC

8	Main Entrance	10	ABC DC
9	New Bay	10	ABC DC
10	New Bay	10	ABC DC
11	Surplus Entrance	10	ABC DC
12	Surplus Back	10	ABC DC
13	Surplus Right	10	ABC DC
14	Surplus Left	10	ABC DC
Historic Post Office			
407 N Main Street, Monroe N.C.		E	
Number	Location	Size	Type
1	AC Room	10	ABC DC
2	Wall Cabinet	5	ABC DC
6	Elevator Rm	10	ABC DC
3	Wall Cabinet	5	ABC DC
4	Wall Cabinet to 2nd Floor	10	ABC DC
5	Wall Cabinet	5	ABC DC
7	Child Nutrition	10	ABC DC
11	Kitchen Under Sink	10	ABC DC
12	Rm 115	10	ABC DC
8	Beside Elevator	10	ABC DC
9	At Restrooms	10	ABC DC
10	AT Room 227	10	ABC DC
	Veterans	10	ABC DC
	Veterans	10	ABC DC

Judicial Center		J	
400 N Main Street, Monroe N.C.			
Number	Location	Size	Type
	Parking Garage	10	ABC DC
	Parking Garage	10	ABC DC
	Loading Dock	10	ABC DC
	Elevator Rm	10	ABC DC
	Chiller Hallway	10	ABC DC
	Chiller Hallway	10	ABC DC
	Intake Control Rm	10	ABC DC
	Elevator Rm	10	ABC DC
1 ST FL	Comp Rm 1031	5	Halotron
	Comp Rm 1031	10	ABC DC
	Camera Rm 1029	5	Halotron
	Computer Security 1031A	10	ABC DC
	Across From 1024 1038	10	ABC DC
	Beside Break Rm 1041	10	ABC DC
	Hallway at 1049	10	ABC DC
	Clerk's Office 1045	10	ABC DC
	Estates 1022	10	ABC DC
	Fire Panel Rm	5	Halotron
	Main Lobby	10	ABC DC
2 ND FL	Court Rm 3 2084	10	ABC DC
	Court Rm 2 2058	10	ABC DC

	Hall Beside Jury Assembly	10	ABC DC
	Hallway Beside 2043	10	ABC DC
	Court Rm 2 Front 2058	10	ABC DC
	Jury	10	ABC DC
	Jury	10	ABC DC
	Hallway Beside 2009 Elec	10	ABC DC
3 RD FL	Beside Law Enforcement Rm	10	ABC DC
	Court Reporter 3020	10	ABC DC
	Break Rm 3026	10	ABC DC
	Beside Rm 3035	10	ABC DC
	Hallway at 3043	10	ABC DC
	Court Rm 5 3050	10	ABC DC
	Court Rm 6 3058	10	ABC DC
	Hallway Beside 3066	10	ABC DC
4 TH FL	District Attorney 4083	10	ABC DC
	At 4083	10	ABC DC
	At 4090	10	ABC DC
	Hall Beside Break Rm 4117	10	ABC DC
	Hall Beside Copy Rm	10	ABC DC
	Hall Beside 4080	10	ABC DC
	Hall Off Secure Elevator	10	ABC DC
	Beside Rm 4019	10	ABC DC
	Beside Rm 4036	10	ABC DC
	Inside Grand Jury 4062	10	ABC DC
	Back hall Court Rm 8	10	ABC DC
	Elevator Penthouse	10	ABC DC

Goldmine Public Works		K	
4600 A Goldmine Road, Monroe N.C.			
Number	Location	Size	Type
	Front Office	10	ABC DC
	At Break Rm	10	ABC DC
	Sprinkler Riser Rm outside	10	ABC DC
	Warehouse	10	ABC DC
	Warehouse	10	ABC DC
	Warehouse Electrical	10	ABC DC
	Warehouse Office	10	ABC DC
	304 Sign Shop	5	ABC DC
	304 Sign Shop	5	ABC DC
	Building 500	10	ABC DC
	Building 500	10	ABC DC
	Building 500	10	ABC DC
	Building 500	10	ABC DC
	425	10	ABC DC
	423	10	ABC DC
	417	10	ABC DC
	412	10	ABC DC
	410	10	ABC DC
	407	10	ABC DC
	405	10	ABC DC
	405	10	ABC DC

	Shed	10	ABC DC
	409	10	ABC DC
	410B	10	ABC DC
	419	10	ABC DC
	421	10	ABC DC
	427	10	ABC DC
	Loading Dock	10	ABC DC
	Fuel	20	ABC DC
Health and Human Services			
2330 Concord Ave, Monroe N.C.			
Number	Location	Size	Type
2 ND FL	Lobby @ Elevator	10	ABC
	Near A205	10	ABC
	Near E235	10	ABC
	Near E205	10	ABC
	Near D216	10	ABC
	ST-D201	10	ABC
	ST-E201	10	ABC
	ST-A202	10	ABC
	ST-C201	10	ABC
	Near B232	10	ABC
	Near B210	10	ABC
	@C237	10	ABC
	A234 Server	10	ABC
	A 216 BR	10	ABC

	A 232 Office	10	ABC
	BR@ D206	10	ABC
	@B228	10	ABC
	A222	10	ABC
	Security	10	ABC
	B231 BR	10	ABC
3 RD FL	ST_A302	10	ABC
	Near B355	10	ABC
	Near B339	10	ABC
	Near C308	10	ABC
	Lobby @ Elevator	10	ABC
	Near E311	10	ABC
	Near E312	10	ABC
	Near D318	10	ABC
	ST-D301	10	ABC
	ST E301	10	ABC
	Near A306	10	ABC
	A317 BR	10	ABC
	@A312	10	ABC
	E338	10	ABC
	C322 Lab	10	ABC
	C\$\$ Lab	10	ABC
	E314	10	ABC
	BR@327	10	ABC
1 ST FL	ST A102	10	ABC

	ST E101	10	ABC
	Near E136	10	ABC
	Near E103	10	ABC
	Near E112	10	ABC
	D101 Mechanical	10	ABC
	D101 Mechanical	10	ABC
	Near A103	10	ABC
	Lobby @ Elevator	10	ABC
	B101 Mechanical	10	ABC
	B101 Mechanical	10	ABC
	A110 Elevator Mechanical	10	ABC
	Near B113	10	ABC
	B113 Storage	10	ABC
	Generator	10	ABC
	B114	10	ABC
	A111	10	ABC
	Fitness hall	10	ABC
	BR@D104	10	ABC
Progress Building			
1407 Airport Road, Monroe N.C.			
Number	Location	Size	Type
1 st FL	Outside Server Room Door #104	10	BC
	Beside Door leading to emergency services supply area	10Lb	ABC
	Wall beside area of future elevator	10	ABC

2 ND FL	Top of stairwell, at each end of the hallway (2)	10	ABC
Warehouse Area (11)	Just inside warehouse at main entry door leading from offices	20	ABC
	Two are along the far wall of the left side of warehouse.	20	ABC
	Two are on back wall where garage doors are located.	20	ABC
	Two are located on first two load bearing poles in middle of the warehouse.	20	ABC
	Two located on far wall to the right.	20	ABC
	Two located in caged area used by emergency services.	20	ABC
	Police/Emergency Services Side (21 total)	20	ABC
	Two located on wall that divides both warehouses.	20	ABC
	Four are located on every 4th load bearing pole as you come into warehouse from outside garage doors.	20	ABC
	Three are located on next row of poles, every 4th pole.	20	ABC
	Four are on next row of poles, every 4th pole has one.	20	ABC
One of the extinguishers	Three are on last set of poles, every 4th pole.	20	ABC
along the back wall near	One is on back wall, next to outside dumpsters.	20	ABC
roll up door is a 30Lb	One is at far back door leading out the back of the warehouse.	20	ABC

	One is at wall leading to front parking lot.	20	ABC
	One at wall, beside door exiting end of building.	20	ABC
	One on far wall at right of warehouse.	20	ABC
Event Center at Jesse Helms Park			
307 Cultivation Circle, Monroe N.C.			
Number	Location	Size	Type
1	One in the kitchen.	10	ABC
2-4	Three in the indoor area (entrance, outside of r/ms, left side exit)	10	ABC
5-10	Six in the outdoor arena (3 Behind Bleachers, 3 bldg wall)	10	ABC
Emergency Services Complex			
2258 Concord Ave, Monroe N.C.			
Number	Location	Size	Type
TBD	TBD	TBD	TBD
Sheriff's Office Admin Building			
3370 Presson Road, Monroe, NC			
Number	Location	Size	Type
TBD	TBD	TBD	TBD
Firing Range			

1424 Mills Harris Rd., Wingate, NC			
Number	Location	Size	Type
1	Trailer #2	10	ABC
1	Trailer #5	10	ABC
1	Trailer #4	10	ABC
1	Trailer #3	10	ABC
1	112 Laundry	10	ABC
1	105 Sergeant Office	10	ABC
1	Equipment Barn	10	ABC

5 DETAILED SUBMITTAL 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 DUPLICATE PROPOSALS

No more than one (1) proposal from any Offeror will be considered by the County. In the event multiple proposals are submitted in violation of this provision, the County will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

5.3 PROPOSAL FORMAT

The County desires all responses to be identical in format. 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 the proposal electronically – Refer to page 4, item 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 proposer'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's Offeror agrees to all applicable provisions, terms and conditions associated with this RFP. This solicitation, the successful bidder's submitted proposal, all appendices and attachments (if applicable), and stated terms and conditions may become part of the resulting contract.

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

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

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

- **Section A** – Cover Letter
- **Section B** – Company Background and Experience

- **Section C** – Company Staff, Experience, and Service
- **Section D** – References
- **Section E** – Proposed Pricing
 - Appendix A – Price Form (completed); submit with proposal
- **Section F** – Required Forms
 - Appendix B – Proposal Submission (signed)
 - Appendix C - Addenda Receipt and Anti-Collusion (signed)

5.3.1 SECTION A – COVER LETTER

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

1. Legal Company Name and DBA (if applicable)
 - Address
 - Telephone Number
 - Website Address
 - Name of Single Point of Contact
 - Title
 - Telephone Number
 - Email Address

2. Name of Person with Binding Authority
 - Title
 - Address
 - Telephone Number
 - Email Address

3. Stipulate that the proposal price will be valid for a period of 180 days.

4. 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 proposal 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.”

5.3.2 SECTION B – COMPANY BACKGROUND AND EXPERIENCE

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

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

1. Corporate history, and number of years in business under the current organizational name, structure and services offered.
2. Assets available to meet County service requirements.

3. Is the bidder's organization involved in any pending litigation that may affect its ability to provide its products and services?

5.3.3 SECTION C – COMPANY STAFF, EXPERIENCE, AND SERVICE

List the designated contact person's name, title, e-mail, and phone number for this project.

Provide evidence of all required licenses, NAFED certification, as well as those necessary to conduct business in the State of North Carolina.

Describe the professional staff available for this service. At a minimum, this tab should include the following information, for each key person identified by the company:

1. Name and title
2. Office location and city of residence
3. Project responsibilities and roles
4. Licenses held
5. Professional registrations and memberships (if applicable)
6. Years of relevant experience

5.3.4 SECTION D – REFERENCES

Provide three (3) references for projects similar to this solicitation and include the following:

- Company Name
- Contact Name and Title
- Address
- Phone Number
- Email Address

5.3.5 SECTION E – PRICE FORM

Complete Appendix A – Price Form, and submit with proposal.

5.3.6 SECTION F – REQUIRED FORMS

Offerors must include signed copies of the following documents:

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

5.4 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, please do not contact any members of Union County or its staff regarding the subject matter of this RFP until a selection has been made, other than the County's designated contact person identified in the introduction to this RFP.

2. Representatives of Union County will read, review, and evaluate the RFP independently based on the evaluation criteria. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
3. The County will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will assess the RFPs independently in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected respondents.
4. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the RFPs.
5. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the finalist Vendor.

5.5 EVALUATION SELECTION PROCESS

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

In the evaluation and scoring/ranking of Offerors, the 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.

RFP Criteria	Weights
Company Background and Experience	40%
Staff Experience and Service	35%
Price	15%
Compliance with Submittal Requirements	10%

Vendors may be invited to give a demonstration of the capabilities of the proposed solution to the Union County evaluation team. The successful bidder's demonstration (if requested), along with questions and answers, will be a critical component of the overall vendor evaluation.

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

Interview Criteria	Weights
Proposed Approach and Staff	60%
Price, Quality and Relevance of Interview as it Relates to the Scope of the RFP	40%

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

5.6 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 enter into negotiations with the top ranked Offeror. However, negotiations with the top ranked Offeror does not signify a commitment by Union County to execute a contract or to continue discussions.

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.

5.7 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.

6 GENERAL CONDITIONS AND REQUIREMENTS

6.1 TERMS AND CONDITIONS

The contract award may have an initial term of three (3) years with a two (2) one-year renewal option at the County's discretion, pending annual budget approval.

By mutual agreement, any contract which may be awarded pursuant to this RFP, may be renewed in accordance with the description above at agreed prices with all other terms and conditions remaining the same.

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.

6.2 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).

6.3 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.

6.4 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.

6.5 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Prior to the scheduled closing time for receiving proposals, any Vendor may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 180 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted. The proposal will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked "Modification of Proposal" – with solicitation number and name on the front of the envelope. Oral, telephone, or fax modifications or corrections will not be recognized or considered.

6.6 EQUAL EMPLOYMENT OPPORTUNITY

All Offerors 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.

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

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

6.8 LICENSES

The successful Offeror(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

6.9 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Vendor/Offeror shall ensure that Offeror and any Sub-Contractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

6.10 DRUG-FREE WORKPLACE

During the performance of this Request, the Offeror agrees to provide a drug-free workplace for their employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful

manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Offeror/Offerors in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

6.11 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager)
Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000	Combined Single Limit - Any Auto
-------------	----------------------------------

D. PROFESSIONAL LIABILITY

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

\$1,000,000	Claims Made
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- E. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)
(for any agreement involving software applications)

\$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.

6.12 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

7 APPENDIX A – PRICE FORM

RFP 2022-072 Fire Extinguisher & Suppressor Inspections
Submit with Proposal

Company Name _____

Contractor shall furnish all labor, materials, tools, and equipment necessary to keep all fire extinguishers and suppressors in good working order as described in Section 4, Scope of Services.

Please enter pricing for each inspection to be conducted.

TYPE	SIZE	ANNUAL INSPECTION	HYDRO TESTING	REFILL	COMMENT
CO2	5 lbs.	\$	\$	\$	
CO2	10 lbs.	\$	\$	\$	
CO2	15 lbs.	\$	\$	\$	
Dry Chem ABC	5 lbs.	\$	\$	\$	
Dry Chem ABC	10 lbs.	\$	\$	\$	
Dry Chem ABC	20 lbs.	\$	\$	\$	
Halon	5 lbs.	\$	\$	\$	
Halon	10 lbs.	\$	\$	\$	
Halon	15 lbs.	\$	\$	\$	
TYPE	LOCATION	SEMI-ANNUAL INSPECTION	OTHER COSTS	COMMENT	
FM-200 System	Gov't Center	\$	\$		
FM-200 System	Judicial Center	\$	\$		
FM-300 System	Emergency Services Complex	\$	\$		
FM-300 System	Sheriff's Office Admin Bldg.	\$	\$		

Enter a labor rate per hour. Hourly rate is established for Repair Work reimbursement only.

Enter the percentage of markup on parts provided.

HOURLY LABOR RATE:	\$ _____ /hr.
PARTS MARKUP:	% _____

8 APPENDIX B – PROPOSAL SUBMISSION
RFP 2022-072 Fire Extinguisher & Suppressor Inspections

Submit with Proposal

This Proposal is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

County/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: _____

Required Signature: _____

Date: _____

9 APPENDIX C – ADDENDUM AND ANTI-COLLUSION
RFP 2022-072 Fire Extinguisher & Suppressor Inspections

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 unioncountync.gov 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 D – SAMPLE VENDOR PAYMENT NOTIFICATION
RFP 2022-072 Fire Extinguisher & Suppressor Inspections

Informational Purposes Only - Do not submit with proposal.

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 Heather Howey at 704-283-3539, or send an email to heather.howey@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

11 APPENDIX E – TEMPLATE CONTRACT

RFP 2022-072 Fire Extinguisher & Suppressor Inspections

Informational Purposes Only - Do not submit with proposal.

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 N. Main Street, Monroe, N.C. 28112, hereinafter "Union," and [Contractor's full legal name], a [type of business (corporation, limited liability company, etc.) and state where incorporated], whose address is _____, hereinafter "Contractor."

W I T N E S S E T H

WHEREAS, Union desires that Contractor perform certain [describe services here] services; and

WHEREAS, Contractor is willing to perform such services as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. SERVICES PERFORMED. Contractor agrees to perform the services as set forth in the attached [Scope of Work, or, if the full RFP is to be attached, state the RFP # and RFP title], which is incorporated herein by reference (hereinafter the "Services"), in accordance with the terms of this Agreement.

2. FEE AND PAYMENT SCHEDULE. Union shall pay Contractor [insert payment amount or rate] for performance of the Services. Contractor shall invoice Union on a monthly basis for Services performed, or upon such other schedule as may be agreed upon by the parties. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Division. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

3. TERM AND TERMINATION. The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of [insert agreement time length] (the "Initial Term"). Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement for up to _____ [number of possible additional terms, as stated in the RFP] additional _____ [number of years in each renewal term]-year terms, each a "Renewal Term," upon written notice to the Contractor. Union may terminate this Agreement at any time, without cause, upon provision of ten (10) days' written notice to Contractor. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by Union.

4. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement ("the Documents"), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the

Public Records Act (the “Act”), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

5. **BASIC INSURANCE REQUIREMENTS.** 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
Covering all 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

\$1,000,000	Combined Single Limit - Any Auto
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D. PROFESSIONAL LIABILITY

\$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.

6. **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 RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

- 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, Suite #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. INDEMNIFICATION. Contractor agrees to protect, defend, indemnify and hold Union, 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 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.

8. DECLARATION BY CONTRACTOR. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

9. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

10. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

11. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

12. UNION NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

13. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

14. ASSIGNMENT. Neither Union nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

15. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

16. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

17. APPLICABLE LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

18. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties, or their respective successors in interest.

19. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

20. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

21. 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. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

[Remainder of page intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals, and have caused this Agreement to be duly executed, this the day and year first above written.

WITNESS:

UNION COUNTY

BY: _____
Lynn G. West, Clerk to the Board

BY: _____ (SEAL)
William M. Watson, County Manager

DATE: _____

WITNESS:

_____ [Contractor Full Legal Name]

BY: _____

BY: _____ (SEAL)

DATE: _____

Approved as to Legal Form _____

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Deputy Finance Officer