



## **Request for Proposals No. 2022-059 Interview Room Recording System for Law Enforcement**

**Due Date:** July 27, 2022  
**Time:** 10:00 AM EDT  
**Receipt Location:** Union County Government Center  
Procurement Department  
500 N. Main Street, Suite 709  
Monroe, NC 28112

### **Non-Mandatory Pre-Bid Conference and Site-Visit**

**Date:** July 6, 2022  
**Time:** 10:00 AM EDT  
**Location:** Union County Sheriff's Office  
3344 Presson Road  
Monroe, NC 28112

### **Procurement Representative**

Vicky Watts, CLGPO  
Senior Procurement Specialist  
704.283.3601  
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## 1 NOTICE OF ADVERTISEMENT

**Union County, North Carolina  
Request for Proposals No. 2022-057  
Interview Room Recording System for Law Enforcement**

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 **10:00 AM EDT on July 27, 2022.** Late submittals will not be accepted.

A Non-Mandatory, Pre-Proposal Conference and Site Visit will be held on **July 6, 2022 at 10:00 AM EDT** at the Union County Sheriff's Office at 3344 Presson Road, Monroe, NC 28112. Representatives from the Sheriff's Office will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

Union County, through the Sheriff's Office, is soliciting proposals from experienced and qualified firms to provide a video and audio recording system for interview and conference rooms.

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](http://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 Representative listed on the cover page ([vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov)) no later than **July 13, 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.

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 **10:00 AM EDT on July 27, 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://lfportal.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 **July 13, 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 email to Vicky Watts at [vicky.watts@unioncountync.gov](mailto: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](http://www.unioncountync.gov) and [www.ips.state.nc.us](http://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 NON-MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT**

A Non-Mandatory Pre-Bid Conference and Site Visit will be held on **July 6, 2022 at 10:00 AM EDT** at the Union County Sheriff's Office at 3344 Presson Road, Monroe, NC 28112. Representatives from the Union County Sheriff's Office will be on-hand to give a brief overview of the project and to answer questions. Although attendance at this meeting and site visit are not mandatory, it is strongly encouraged. Individual requests for site visits will not be accommodated.

## **2.6 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 239,859) is located in the central, southern piedmont. The County provides its residents 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, through the Sheriff's Office, is soliciting proposals from experienced and qualified firms to provide a video and audio recording system for interview and conference rooms.

# **4 BACKGROUND**

The Union County Sheriff's Office will begin operating out of a newly constructed administration building in the summer of 2022. Included in this building are six (6) interview rooms and one (1) conference room that will require both video and sound recording.

The awarded vendor will be responsible to furnish and install a network accessible Interview/Conference Room video and audio recording system including any ancillary equipment. This project will be an entire platform/system, a subscription or cloud based service or hybrid solution. The County is prepared to review options for a system/service that meets the needs of the Sheriff's Office.

## 5 SCOPE OF WORK

### 5.1 HARDWARE/SOFTWARE

- Hardware w/ maintenance program;
- Software w/ maintenance program;
- Camera system that provides both wide angle and fixed point views;
- Swipe RFID/Key fob access;
- Onsite and Remote project set-up and deployment;
- “Back of House” configuration and set-up;
- Administration and user training.

### 5.2 REQUIRED FEATURES/CAPABILITIES

- Provide multiple camera angles that can be combined into one video file;
- The ability to view live interviews and previously recorded videos simultaneously;
- The ability to start and stop recordings from a desktop as well as at the interview room entrance;
- Built in redundancy in order to maintain the ability to access videos and record interviews even if storage or equipment goes offline temporarily;
- User friendly dashboard with clear navigation;
- Clear/crisp audio quality;
- Secure file share;
- Shared files with embedded video player;
- Any digital courier service associated with the product, should include the embedded media player, along with the video file(s);
- Edit/Redact based on user permissions;
- Create permissions by user group;
- Live interviews should not buffer.

All newly installed cameras and microphones will be stationary. Audio recordings will be tested for proper clarity and acoustics.

## 6 SPECIFICATIONS

### 6.1 SYSTEM REQUIREMENTS

The System must provide a minimum functionality of recording video of at least 30 FPS (Frames per Second), capture all audio within a designated interview room, the associated software must be capable of allowing additional identifiable case information and the ability to provide Audit/Security logging resulting in Chain of Custody.

The awarded vendor shall furnish and install an IP based, network accessible and remotely managed color/Infrared camera system capable of recording audio and video which meets or exceeds a minimum of 30 Frames per Second (video) (Henceforth known as “System”), wiring and all other ancillary items which when properly installed will completely and properly produce the desired result in providing coverage over areas as indicated within this RFP.



## 6.2 SYSTEM LOCATIONS

The System is to be installed in the six (6) interview room locations and one (1) conference room within the new Union County Sheriff's Office Administration Building:

All rooms must revert back to the Server Room located within the Administration Building.


## 6.3 SYSTEM STORAGE

The System storage must not automatically overwrite previous audio and video recordings. The System must be able to retain previous recordings in accordance with the State of North Carolina's retention laws and have the ability to expand such storage as needed to ensure functionality and system stability. The recordings previously generated can be transferred to alternate storage mediums in order to free up server space. A System warning of such storage shortage should notify the system administrator as to this issue at a designated disk quota limit to a recording.

## 6.4 MINIMUM SYSTEM REQUIREMENTS PER LOCATION

1. Each interview room is to have a minimum of two camera angles, one of which provides a 360 Degree image of the room, and a second trained to a specific location in that room;
2. Each interview room will have a microphone(s) installed in order to facilitate the desired recording of any/all audio there within. Proper sound deadening material to be installed as needed to enhance audio quality and to prevent reverberation or distortion of the recorded audio;
3. Each Interview Room will have an on/off switch located in close proximity to the external area of that room to facilitate the activating/deactivating of the System as it pertains to that specific recording. Said switch will be illuminated in such a manner as to determine the current status of the System for that respective room;
4. The System server/storage is to be installed in the server room and accessible to users via an internal network web-based interface access page. The users can log-in and out of the application via network computers in order to activate or deactivate the System in conjunction with the aforementioned on/off Switch. The application must also allow for authorized users to access and duplicate/export recordings;
5. The System must have a means to automatically record an Audit log of any and all persons logging in/out of the System, any and all actions taken during their session and as to where said action took place including the date and time. This audit log must be printable and exported if needed to establish Chain of Custody;
6. That the System be able to have a web-based interface for upon successful user login to have the ability to append additional identifiable case information. Said information should be able to provide or include (Outside Source) a number system to differentiate it from other recordings. Include a field to provide persons involved (Detectives, Subjects, Witnesses, etc.) and case number(s) in a recording field as well as a general notes field. This additional information must be exported with the recordings and becomes part of the auditable information;



- 
7. The System, upon any initiated recording, shall automatically record the date, time and duration of any System recording;
  8. The System must have a means of defining/limiting “Users” rights. Some examples include, but are not limited to, Administrators, Operators and Read Only Users. The preferred user management function should integrate with Microsoft Active Directory if possible;
  9. That the System, upon completion of a recording, will allow for the immediate transferring of that recording to an additional storage device (CD/DVD Disk, USB Drive, Network Location etc....) And that the playing of said recording be readily available to a third party without the purchase of additional software on their part. Private Codecs and players must be available for exporting with the recordings;
  10. That the System allows for an authorized user to log-in and watch any given recording as it is in fact taking place. (remote simultaneous viewing);
  11. The Cameras must instantly switch to a night/infrared record mode in the event the illumination source of an interview room is disabled;
  12. The system must include a search and retrieve mechanism to quickly and easily identify and find recordings;
  13. Must include the ability to view live interviews and previously recorded videos on the same interface/program.

#### **6.5 VENDOR REQUIREMENTS**

1. Vendor must have a minimum of 5 years of experience installing and maintaining similar security camera systems;
2. Vendors shall only propose new equipment in current manufacture and intended for use as described herein;
3. It shall be the vendor’s responsibility to include information and/or equipment that may have been inadvertently omitted from this RFP document that are necessary to produce a fully functioning System;
4. Vendor shall enforce all manufacturer warranties;
5. Vendor must indicate a time frame for job to be started after the award is made;
6. Each installation location must be restored to original or better condition;
7. The Vendor will provide a written statement of work detailing the proposed installation schedule. The County must approve the final installation schedule;
8. The Vendor is required to perform all installations and verify operation of the equipment with the County;

#### **6.6 SUPPORT**

Union County anticipates the chosen vendor will have the technical expertise, staffing, and protocols to effectively support the implementation of its product in Union County.

Tech support must be available 24 hour per day 7 days per week.



## 6.1 SOFTWARE UPGRADES AND CHANGES

The Vendor shall be responsible for providing the most recent versions of all operating firmware, software. The Vendor is responsible for providing certified network and technical support to ensure compatibility with the County's technology systems, network protocols, and operating procedures.

## 6.2 TRAINING

On-site training shall be provided. Training to include operation of all features as well as provide access on-line training or job aids for the devices. The vendor will provide administration and troubleshooting training for any software installed as part of this project. Training by manufacturer-certified trainers must be available throughout the life of this agreement.

## 6.3 MAINTENANCE

The chosen vendor must maintain the proposed System if implemented. Vendor must provide technical support for all Hardware and Software maintenance, including bug fixes and feature and technology upgrades.

Proposal shall include a maintenance agreement to include hourly rate for services which may be required after the initial adjustment inspection. This hourly rate shall be held for a period of 1 year with the option for renewal upon mutual consent of both parties.

## 6.4 SERVICE

Service must be performed in a manner consistent with accepted industry standards and is to be defined as preventive maintenance, emergency calls, parts and all other services required to keep the System operational and maintained in good working order.

The awarded Vendor must maintain complete service records detailing the device serviced, response time, time needed to affect the repair and the problem diagnosed. A provision for a backup (loaner) device should be made for those repairs requiring more than 3 days to complete. Devices experiencing more than three (3) service calls in a given month for the same issue will be replaced with a like-for-like device at no additional expense to the County at the request of the County.

Vendor to indicate a standard maximum time to respond to requests for on-site service. Preference will be given to Vendors able to respond by being on-site in three hours or less. In no case shall the Vendor fail to respond on site by the close of business on the day the call is placed for calls placed before noon, or by noon of the following business day for calls placed after noon.

After hours, service must be available from a qualified service technician. Vendor to provide cost for services provided outside normal working hours, including night and weekend service.



## 6.5 DOCUMENTATION

The selected vendor will provide complete documentation, including specification sheets, of location, setup and configuration of all installed devices, hardware, software, etc. and will maintain and update as necessary the documentation throughout the term of the contract.

## 6.6 WARRANTY

Proposals shall include the exact periods of on-site warranty coverage for both parts and labor for the proposed System. These warranties should provide for the operability of the devices and system.

## 6.7 FACTORY CERTIFIED STAFF

The Vendor agrees to provide factory certified service for the entire time the System is in place at the County. In the event that service or parts for any piece of equipment are no longer available, the Vendor agrees to provide a replacement device having comparable functionality and operating specifications at no additional cost to the County.

Service personnel must meet the certification requirements of the manufacturer and have completed the required training for the equipment being serviced. Please specify certification levels and training for your service personnel.

## 6.8 WASTE MATERIAL REMOVAL

Vendor is expected to remove all waste packing materials promptly following installation of equipment.

## 6.9 MANUFACTURER'S CERTIFICATION

All proposals shall include documentation from each manufacturer of equipment being offered under the terms of this agreement certifying that the Vendor is a bona fide dealer for that manufacturer's products and that the dealer is authorized to submit a proposal on such equipment.

# 7 GENERAL REQUIREMENTS

In addition to the system cost, the Vendor must clearly address all other costs that may be required to keep the system at its full operating capacity; i.e. subsequent licensing, etc.

All Video and Audio recordings are the sole property of the Union County Sheriff's Office and must be safeguarded at all costs.

The vendor awarded for this project must have Criminal History Background Checks (CHBCs) performed on all employees associated with this project. Background checks must be done within 20 days of notice of award. All CHBCs must be returned to the Union County Sheriff's Office within 14 days of contract execution.

## 8 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

### 8.1 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.

### 8.2 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 the proposal 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 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 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.

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 1** – Cover Letter
- **Section 2** – Company Qualifications and Experience
- **Section 3** – Staff Experience
- **Section 4** – Proposed System Solution
- **Section 5** – Implementation and Work Plan
- **Section 6** – Maintenance and Support Program
- **Section 7** – References
- **Section 8** – Cost Proposal
- **Section 9** – Required Forms
  - Appendix A – Proposal Submission (signed)
  - Appendix B – Addenda Receipt and Anti-Collusion (signed)

**8.2.1 SECTION 1 – COVER LETTER**

In your cover letter, include 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)

Corporate Headquarters:

Address  
Telephone Number  
Website Address

Location Providing Service (if different from headquarters):

Address

Telephone Number

**2. Name of Single Point of Contact**

**Title**

**Direct Telephone Number and/or extension**

**Direct Email Address**

**3. Name of Person with Binding Authority**

Title

Address

Direct Telephone Number and/or extension

Email Address

**4. Describe your interest in this project and the unique advantage your firm and team bring.**

**5. Stipulate that the proposal price will be valid for a period of 120 days.**

**6. *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.”**

**8.2.2 SECTION 2 – COMPANY QUALIFICATIONS AND EXPERIENCE**

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

- Provide corporate history, and number of years in business under the current organizational name and structure and services offered.
- Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities. How many public sector (cities and counties) clients does your company have?
- Provide a management organization chart of your company’s overall organization, including director and officer positions and names and the reporting structure.
- What is the Vendor’s service commitment to customers and measurements used?
- List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.
- Are audited or otherwise verifiable financial statements available upon request within 24 hours of notification?

- Is the vendor's organization involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services?

### **8.2.3 SECTION 3 – STAFF EXPERIENCE**

- Provide the name and qualifications of the designated day-to-day account manager for Union County.
- Provide the names and qualifications for other key individuals who will be providing services under this project.
- Explain how your organization ensures that personnel performing the Services are qualified and proficient.

### **8.2.4 SECTION 4 – PROPOSED SYSTEM SOLUTION**

Provide a detailed description of your proposed solution addressing the requirements outlined in this RFP. At a minimum, your response must include the following information:

- A detailed description of the system proposed, explaining the software, the technical capabilities and functionality features of the proposed product.

### **8.2.5 SECTION 5 – IMPLEMENTATION AND WORK PLAN**

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

- Project Team: List the bidder's project team. Provide names, roles, involvement levels and durations, and relevant experience for each person on the team.
- Timeline: Provide a schedule to implement the proposed system.
- Training: Describe the training program in detail. Describe how you will schedule and provide for training of end users, technical staff, and system administrators including initial training, consultation, and follow-up training.
- A brief description of each task and its work products. Include milestone, associated work products and desired outcomes

### **8.2.6 SECTION 6 – MAINTENANCE AND SUPPORT PROGRAM**

Describe your company's maintenance and support program and include the following:

#### **Maintenance**

- Describe the details and duration of any manufacturer's warranty on proposed software system.
- How often do you provide product updates? Include the firm's willingness and plan for keeping its products up-to-date. "Up-to-date" is defined as continuously adding or replacing products to take advantage of new technology and complying with emerging industry standards.

- Describe the process by which user input is incorporated into new product releases.
- What is included in the annual maintenance contract?

### **Support**

- Vendor shall describe the extent and nature of software support services, including web-based and telephone support, and consulting support.
- Do you have a telephone access number, email address, or web portal for technical phone support?
- What are the hours of support?
- What is the guaranteed response time for telephone support? Email support? Web Support?
- Do you have the ability to provide direct remote support? Please describe.
- Describe the bidder's support escalation procedure.
- What is the bidder's policy for the provision of on-site support?
- Do you maintain a client accessible Internet Knowledge Base of known issues and frequently asked questions?

### **8.2.7 SECTION 7 – REFERENCES**

Provide, at a minimum, three (3) comparable clients with whom your firm has an established relationship similar to the Scope of Work outlined in this RFP and one former client that stopped doing business with you in 2021 and include the following:

- Name of Client/Firm
- Contact Name and Title
- Address
- Direct Phone Number
- Email Address
- Service Dates
- Summary of Scope of Services

### **8.2.8 SECTION 8 – COST PROPOSAL**

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

- Matrix indicating your cost to furnish and install cameras and mics in each room including tie in to server room;
- The cost is to include all labor, materials and ancillary supplies and parts to provide a fully function interview system that meets the requirements of this RFP;
- Training;
- Annual Maintenance Costs.



### 8.2.9 SECTION 9 – REQUIRED FORMS

Offerors must include signed copies of the following documents:

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

### 8.3 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.

### 8.4 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	25%
Proposed Solution	50%
Cost Proposal & Compliance with Submittal Requirements	25%

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	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. Proposers will be notified in advance of the time and format of such meetings.

## 8.5 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.

## **8.6 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 TERMS 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 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.



#### **9.4 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.

#### **9.5 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 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.

#### **9.6 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.

#### **9.7 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.

#### **9.8 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.

## 9.9 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.

## 9.10 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.

## 9.11 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
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\$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.

- 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 Network Security & Privacy 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.

### 9.12 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.



## 10 APPENDIX A – PROPOSAL SUBMISSION

### RFP 2022-014 Interview Room Recording System for Law Enforcement

**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 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 2022-014 Interview Room Recording System for Law Enforcement

**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](http://www.co.union.nc.us) and/or [www.ips.state.nc.us](http://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 2022-014 Interview Room Recording System for Law Enforcement

**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.

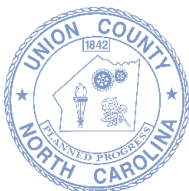
The second method is an Electronic Funds Transfer. (EFT) This means that you will receive payment of invoices due directly into your bank account. With this method, you will get an email confirmation giving you the date, invoice numbers, and total amount paid. Your payment will be available to you on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