



Request for Proposals No. 2023-036 Environmental Health Software and Services

Due Date: January 27, 2023
Time: 2:00 PM EDT
Receipt Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Procurement Representative

Erick Perjuste,
Procurement Specialist
704.283.3658
Erick.perjuste@unioncountync.gov



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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Proposals No. 2023-036 Environmental Health Software and Services

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 **2:00 PM EDT on January 27, 2023.** Late submittals will not be accepted.

Union County, through the Environmental Health (EH) Division, is soliciting proposals from qualified experienced Information Technology consulting firms to provide comprehensive information of available software solutions that are capable of providing an Environmental Health Permitting and Inspection System hosted solution.

The funding for this project will include Federal American Rescue Plan Act (ARPA) Funding.

Copies of the solicitation may be obtained from the locations listed below:

1. Download the Proposal Documents from the Union County website:
<https://www.unioncountync.gov/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina IPS website:
www.ips.state.nc.us (Bid by Departments, search County of Union).

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement Representative listed on the cover page (Erick.perjuste@unioncountync.gov) no later than **January 11, 2023 at 5:00 PM 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 **2:00 PM EDT on January 27, 2023** 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 **January 11, 2023 at 5:00 PM 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 Erick Perjuste at Erick.perjuste@unioncountync.gov by the deadline shown above. **The email subject line should identify the proposal number and project title.** All questions and answers may be posted as addenda on www.unioncountync.gov and/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 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 Environmental Health (EH) Division is soliciting proposals from qualified experienced Information Technology consulting firms to provide comprehensive information of available software solutions that are capable of providing an Environmental Health Permitting and Inspection System hosted solution.

4 PROJECT SCOPE

The County Environmental Health (EH) Division is seeking qualified experienced Information Technology consulting firms to provide full implementation, including conversion of historical data from current software and Laserfiche, of new software for the Union County Environmental Health (EH) Division in furtherance of duties performed for the following:



4.1 PROGRAM AREAS

- Food, Lodging and Institutions (**FLI**)- including plan review and permitting/licensing approval of regulated establishments to include: lodging facilities, restaurants and other types of food facilities, special events with accompanying temporary food establishments, institutions, tattoo artists, public swimming pools and enforcement of the Union County Mass Gathering Ordinance.
- On-site Water Protection (**OSWP**)- including private drinking water wells, irrigation wells, on-site wastewater disposal systems and enforcement of the Union County Ordinance for Solid Waste Management.
- Children’s Environmental Health (**CEH**)- including plan review permitting/licensing approval of child care and adult day service facilities, schools, camps, lead poisoning prevention activities. Environmental Health Education and Outreach activities are coordinated through this program.
- Plan Review for regulated facilities.
- Operation and Maintenance Program for OSWP (internal use).
- Complaint module capabilities for all programs including a foodborne illness outbreak questionnaire and documentation function.

4.2 SYSTEM FUNCTIONALITY REQUIREMENTS

- Financial and receipting module for all EH programs. Customer portal for form/application submittal, billing, notification, reporting and internal tracking. Ability to use system for credit, debit and ACH payments-including online by operators.
- Robust reporting capabilities including Ad-Hoc reports for all EH programs.
- Full capability to perform inspections in the field using iPads or Windows Surface Pro devices. These devices must have full functionality even when off-line.
- Project management: includes the ability to track workflow and assign/reassign tasks.
- System will integrate with current county systems (i.e.; GIS, ESRI, Laserfiche, Paymentus or current billing/payment software used by County).
- Ability to display inspection results online for the general public, full service portal form County constituents to be able to apply for EH permits, applications and services online, track existing permits, work or reviews in process and pay fees with Environmental Health.
- Data conversion from the existing databases for all EH program areas. This includes information and comments that are entered onto forms or reports during inspections, visits and other activities.
- “Form-builder” tool that allows Union County to add, remove and modify all fields and functionality in system. Includes the ability to publish any form or application on-line to the public to allow operators/contractors to interact with EH online.
- Hosting to include unlimited bandwidth and storage space, maintenance and technical support.
- Live training for department users for go-live implementation and on-going technical support as needed.



4.3 PROJECT IMPLEMENTATION

Provide a description of the implementation plan to successfully implement the Environmental Health Software and Services for Union County. At a minimum, include information listed in the Scope of work, other sections of the RFP and industry best practice recommendations. Also include the following in your implementation plan description.

Software Requirements

- Vendor must have the ability to provide a test environment for testing new product features and versions.
- What is the suggested server configuration the bidder's System will run on? (Please provide complete hardware specifications within the bidder's response.)
- What type of web browser does the bidder's System support?
- Is the bidder's end user access web-based?
- The proposed system must provide group and user security.
- The proposed system should have a Systems Administrator function that can manage security and provide overall system help to users.
- Ability to assign user rights based on a user's role in the agenda process.
- Ability to configure system based upon security rights.
- Ability to support multiple browsers (i.e. Microsoft Explorer, Mozilla Firefox, Google Chrome, etc.).
- Do you have the ability to provide 24x7 customer support? If not, what are the bidder's hours of support?

Hardware Requirements

- Describe in detail all hardware required to implement the proposed software system. Support all suggestions.

4.4 Maintenance


The chosen vendor must maintain the proposed system if implemented. Vendors must clearly outline how the software is maintained, including bug-fixes, feature and technology upgrades and assimilation of State-level driven changes or new initiatives.

4.5 DOCUMENTATION

Union County expects the chosen vendor will provide for each software component a complete set of software documentation for users and administrators in an electronic format. Union County will be given permission to reproduce the documentation or parts of the documentation as needed.

4.6 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. Live support should be offered during Union County regular business hours at a minimum.



Other desirable support options include FAQs, known issues tracking, email support, and access to support managers and development staff if required.

4.7 TRAINING

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


4.8 WARRANTY

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

4.9 DELIVERABLES

The software system we are seeking will meet the standards outlined in this document. Additional deliverables may be identified during the initial meetings between the vendor and the County. The system will (in no particular order) accomplish the following objectives:

- Provide both on and off-line field-based applications for use by all environmental health programs (CEH, FLI and OSWP)
- Be compatible with other software applications to enhance functionality
- Include permitting and facility data management capability
- Include inspections management capability
- Include capability for reporting and analysis (activity and inspection data reporting/transfer to State and ad hoc reporting)
- Include a complaint and service request system
- Include public access capability
- Include a temporary event management module
- Include existing data conversion for all programs
- Include a module for permitting on-site wastewater disposal systems
- Include a module for the permitting wells, including required inspections and water quality sampling
- Include a module for well water quality sampling for existing wells
- Include the ability to tie regulated facility files to their associated on-site wastewater disposal system permit, well permit and water quality sampling records
- Include a secure format for the management and retention of records

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- Include functionally rich search capabilities
 - Include user security controls
 - Include a QA module that is compliant with NC requirements
 - Include a plan review module
 - Include the ability to email reports or permits. This includes the emailing of individual reports and batch emailing of a selected group of reports.
 - Include a module to manage maintenance and monitoring inspections of existing on-site wastewater systems
 - Include the integration of on-site wastewater disposal system engineered design drawings with improvement, construction authorization and well permits
 - Ability to add pre-defined comments to inspection reports
 - Include Administrator tools such as employee manager, violation history, issue tracking, permit issuance by type, water quality sampling data by geo-location and contaminant(s)

The proposed software solution should be expandable and able to incorporate additional enhancements in the future. It should be developed, tested and maintained using a high-quality software development methodology for long-term reliability and technical efficiency. It is preferred that the software system has a successful history of implementation and use by other North Carolina Counties.

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 PROPOSAL FORMAT

The County desires all responses to be identical in format listed below. 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:

- **Tab 1** – Cover Letter
- **Tab 2** – Company Background and Experience
- **Tab 3** – Proposed Software and Service Solution
- **Tab 4** – Implementation Plan and Project Team
- **Tab 5** – Maintenance and Support Program
- **Tab 6** – Cost Proposal
- **Tab 7** – Required Forms
 - Appendix A – Cost Form
 - Appendix B - Proposal Submission Form
 - Appendix C - Addenda Receipt and Anti-Collusion Form

5.2.1 TAB 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.”


5.2.2 TAB 2 – 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.

History and Profile

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

- Corporate history, and number of years in business under the current organizational name and structure and services offered.
- What is the bidder’s total number of installations of the proposed application software product?

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- What is the bidder's service commitment to customers and measurements used?
 - What is the bidder's annual sales?
 - Are audited or otherwise verifiable financial statements available upon request?
 - Is the bidder's organization involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services?

References

Give contact information for three (3) of the offeror's customers including organization name and the following; Also include the products the customers are using.

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

5.2.3 TAB 3 – PROPOSED SOFTWARE AND SERVICE SOLUTION

Please give a detailed description of the solution you are proposing. Include software modules and hardware required to operate the system. Tell why the bidder's solution best meets the needs of Union County.

Documentation

Provide the applicable software system and user documentation. List and describe the available documentation that is included in the proposal pricing in this RFP and the media on which it is published.

License Structure

Please describe the bidder's software licensing structure in detail. Do so for each product or module if they differ from one another.

Warranty

Describe what is included with the manufacturer's warranty.

5.2.4 TAB 4 – IMPLEMENTATION PLAN AND PROJECT TEAM

- This section covers various aspects of the successful bidder's approach to implementing this project. Please use the information listed in the scope of work for this RFP to a implementation plan for this project. Upon request, proposing vendor must be able to provide a demonstration of the software system.

Project Team

List the bidder's project team for this project (if awarded). Provide names, roles, involvement levels and durations, and relevant experience for each person on the team.

Timeline

Provide a proposed schedule for implementation steps.

Training

Describe what type of training and the number of people to be trained that is included as part of the initial installation.

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

Proposing vendor must provide onsite training.

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

5.2.5 TAB 5 – MAINTENANCE AND SUPPORT PROGRAM

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 for technical phone support? What are the hours of support?

What is the guaranteed response time for telephone support?

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

Describe the bidder's support escalation procedure.

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

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

5.2.6 TAB 6 – COST PROPOSAL

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

Software

List and describe the costs for each component of the proposed software.

Maintenance

List and describe in detail the projected maintenance costs involved in this proposed system.

Training and Implementation

List and describe the costs to train additional 'basic' or 'advanced' users in the future.

Describe the costs for documentation materials.

Describe all costs associated with implementing the solution including, consulting, installation, services, travel, and Per Diem.

Pricing for Optional Items

List and describe pricing for optional items associated with the system.

5.2.7 TAB 7– REQUIRED SIGNATURE FORMS

Offerors must include signed copies of the following documents:

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

5.3 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.

5.4 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	20%
Proposed Software Solution, Implementation and Project Team	35%
Maintenance and Support Program	25%
Cost Proposal & Compliance with Information in RFP	20%

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, Vendor Demonstration of Product -Software functionality (all applicable elements)	70 %
Cost, Quality and Relevance of Interview as it Relates to the Scope of the RFP.	30%

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.

5.5 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.

5.6 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.

6 GENERAL CONDITIONS AND REQUIREMENTS

6.1 TERMS AND CONDITIONS

The contract award will have an initial term of two (2) years with four (4) 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.

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 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.

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

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.

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.

6.13 FEDERAL TERMS AND CONDITIONS

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and



implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by



Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

6.14 §200.322 PROCUREMENT OF RECOVERED MATERIALS.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7 APPENDIX A – COST PROPOSAL FORM

RFP 2023-036 Environmental Health Software and Services

Submit with Proposal

Company Name _____

The County Environmental Health Division is seeking pricing for a new Environmental system. Please provide cost breakdowns for software, maintenance, training and implementation, and any additional services required.

A)

Initial 2 years terms		
	Services	Cost
1	Initial 2 years costs (include all fees for license, Software, use, access, etc.)	\$
2	Installation	\$
3	Training	\$
4	Maintenance / Upgrades	\$
5	Other (Pricing for Optional Items)	\$
Total	Initial 2 years terms	\$

B)

Renewal option Services for year 3, 4, 5, and 6					
	Services	Year 3	Year 4	Year 5	Year 6
1	The annual cost for Software / License				
2	The annual cost for warranty, hosting, maintenance, and technical support				
3	Other (Pricing for Optional Items)				
Total					



8 APPENDIX B – PROPOSAL SUBMISSION

RFP 2023-036 Environmental Health Software and Services

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: _____



9 APPENDIX C – ADDENDUM AND ANTI-COLLUSION

RFP 2023-036 Environmental Health Software and Services

SUBMIT WITH PROPOSAL

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: _____

Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____



10 APPENDIX D – SAMPLE VENDOR PAYMENT NOTIFICATION

RFP 2023-036 Environmental Health Software and Services

Do Not Submit with Proposal

---Informational Purposes Only---



Finance Department

500 North Main Street Suite #714
Monroe, NC 28112 T. 704-283-3813
www.unioncountync.gov

ATTENTION: ACCOUNTS PAYABLE VENDORS

As part of our Fraud Prevention Program, Union County now prefers two methods for payments to vendor accounts. These methods allow for faster and easier payments to vendors.

The first and preferred method available is to accept a VISA card payment from the County. If you accept payment via VISA, payment is made at the time of the transaction or upon receipt and approval of the invoice.

The second method is an Electronic Funds Transfer. (EFT) This means that you will receive payment of invoices due directly into your bank account. With this method, you will get an email confirmation giving you the date, invoice numbers, and total amount paid. Your payment will be available to you on Monday (or the first banking day if Monday is a bank holiday) following receipt of an approved invoice from the County department invoiced.

An EFT Enrollment Form to enroll in the program is attached for your convenience. You can also visit the Union County website at www.unioncountync.gov at any time to get a new form if your banking information changes. If the banking information changes and you do not notify us, it will delay receipt of payment for invoices.

If you wish to receive payment via the County's VISA card, please contact Heather Howey at 704-283-3539, or send an email to ap@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