



Request for Proposals No. 2023-098

Security Guard Services

Due Date: June 22, 2023
Time: 10:00 AM EDT
Receipt Location: Electronic Submission
Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Non-Mandatory, Pre-Proposal Conference & Site Visit

Date: June 6, 2023
Time: 9:00 AM EDT
Location: Union County Health and Human Services
Conference Room No.107
2330 Concord Avenue
Monroe, NC 28110

Procurement Contact:

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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Proposals No. 2023-098 Security Guard 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 **10:00 AM EDT on June 22, 2023**. Late submittals will not be accepted.

A Non-Mandatory, Pre-Proposal Conference and Site Visit will be held on **June 6, 2023, at 9:00 AM EDT** at Union County Health and Human Services, Room 107, 2330 Concord Avenue, Monroe, NC 28110. Representatives from Union County 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 County Manager's Office, is soliciting proposals from experienced and qualified firms to provide professional security guard services at select County facilities.

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 Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page (vicky.watts@unioncountync.gov). Deadline for questions is **June 9, 2023, 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

All Proposal Submittals are to be received by the Union County Procurement Department no later than **10:00 AM EDT on June 22, 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, to make such selection deemed in its best interest, cancel this solicitation and award to multiple vendors.

2.3 NON-MANDATORY, PRE-PROPOSAL CONFERENCE AND SITE VISIT

A Non-Mandatory Pre-Proposal Conference and Site Visit will be held on **June 6, 2023, at 9:00 AM EDT** at the Union County Health and Human Services, Room 107, 2330 Concord Avenue, Monroe, NC, 28110. Please check-in at the front desk and you will be directed to the conference room. Representatives from Union County will be on hand to give a brief overview of the project and to answer questions. The site visits will begin at the Health and Human Services Building and conclude at the Union County Government Center lobby located at 500 N. Main Street, Monroe, NC 28112.

Although attendance at this meeting and the following site visits are not mandatory, it is strongly encouraged. Individual requests for site visits will not be accommodated.

2.4 PROPOSAL QUESTIONS

Proposal questions will be due on or before **June 9, 2023, at 10:00 AM EDT**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by e-mail to Vicky Watts at vicky.watts@unioncountync.gov by the deadline shown above. **The email subject line should identify the proposal number and project title.** All questions and answers may be posted as addenda on www.unioncountync.gov and www.ips.state.nc.us.



2.5 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.

2.6 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 247,058) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.


3.2 PURPOSE

Union County, through the County Manager's Office, is soliciting proposals from experienced and qualified firms to provide professional security guard services at select County facilities. Union County reserves the right to add additional buildings as needed.

4 SCOPE OF WORK

The County requires professional security guard services companies to supply security guard Services at the Union County Government Center and the Health and Human Services building. Union County reserves the right to add additional buildings as needed.

Services include routine foot patrol during normal operating hours of the facilities; responding to calls for service based on incidents that occur or other requests; providing cardiopulmonary resuscitation ("CPR"), cardiac defibrillation through the use of an Automated External Defibrillator ("AED"), and other emergency medical services; providing reports of incidents and other statistical information; and performing other duties as outlined within this RFP, and as directed by the County.



The awarded company shall furnish the corporate and on-site management, technical support, trained security, law enforcement, and any equipment, tools, materials, or supplies necessary to provide the Services. An established presence in Union County or the surrounding area at the time this RFP is published to meet the needs of the County as outlined in this RFP is preferred, although not required.


4.1 CORPORATE MANAGEMENT AND SUPPORT

Prior to the start date of services, the awarded company (Company) shall obtain approval of the implementation plan from the County. The implementation plan shall include, but is not limited to, designation of the account managers; detailing of the proposed training program to be used for assigned personnel; and specific details regarding personnel uniforms, shift scheduling, and other requirements. The Company shall confer with the County designee on whether requirements and supplies are compatible with County operations prior to commencement of the services. The Company shall also provide the County designee their current processes and/or procedures used to ensure personnel certifications and training remain in compliance with all legal requirements.

4.2 COMPANY RESPONSIBILITIES


The Company shall provide the services described below in a competent and professional manner:

1. Employ, maintain, and assign a sufficient number of competent and qualified professionals to meet the requirements described herein;
2. All weapons provided to Security Officers shall be the property of the Company, and the Company shall schedule and manage the qualifying process for all Security Officers. Security Officers shall not be permitted to carry personal weapons while performing the Services;
3. Adjust its staffing levels or replace any of its personnel upon request from the County should the County make a determination that staffing levels are inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position;
4. Employ personnel with appropriate skills, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses or certifications as necessary to perform the services described herein, in a competent and professional manner;
5. Provide annual written documentation for all staff members establishing compliance with North Carolina Private Protective Service Board certification or licensure requirements based on role, the training requirements of this RFP, and a negative drug screen for drugs of abuse conducted by a certified testing and laboratory facility. Drugs of abuse include cocaine, heroin, LSD, marijuana, ecstasy, methamphetamine, PCP/phencyclidine, prescription medications, steroids, and other drugs inappropriate for use by security, law enforcement or dispatch personnel. Additional drug testing shall be required for all staff involved



in motor vehicle collisions, use of lethal force, incidents involving significant property damage or serious personal injury, and for circumstances based on performance and/or behavior;

6. Cooperate at all times with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the services;
7. Provide each employee with proper identification and uniforms at all times while on duty;
8. Provide electronic methods of monitoring location, performance, time, and attendance tracking of the Security Personnel employees;
9. Have a procedure to notify the County designee of all daily post vacancies due to tardiness or other reasoning within ten (10) minutes of occurrence;
10. Provide sufficient communication methods and equipment to allow voice contact with each officer at any time during their shift, and to ensure availability of e-mail and text communication with officers in the field;
11. Have in place a procedure to investigate complaints and review all cases involving use of force, including a legal review of the findings;
12. Maintain total staff consistency by limiting turnover of assigned staff to no more than five (5) per annum. Failure to maintain this level shall result in a ten percent (10%) reduction of the monthly billing fee for service during the month in which the occurrence happens. If turnover is the result of the County requesting an employee be removed from the account, the Company will not be penalized, unless turnover is the result of repeated poor performance or non-compliance issues. Over the course of the term of this contract, including any optional additional renewal terms, the County will allow no more than thirty (10) personnel to be removed from the account. These thirty (10) are exempt from the fiscal penalty noted above. For the thirty-first (11) employee and above, the ten percent (10%) reduction in the monthly billing will apply;
13. Require Security Personnel to enforce security policies, procedures, and orders as explained and assigned by the County;
14. Furnish the County with names and telephone numbers of Company's supervisory personnel who can be contacted at any time to respond to the County's needs;
15. Prepare and submit shift schedules to the County designee at least five (5) days prior to the beginning of the respective workweek. Changes to the shift schedule may not be made without the prior notification of the County designee, except in case of an emergency;

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16. Ensure that Security Personnel are completely alert and fit to work their assigned shift and perform all their prescribed tasks at all times;
 17. Ensure that Security Personnel are prepared for various weather conditions, construction hazards, and other hazards inherent in security work;
 18. Ensure a Security Supervisor reviews and inspects Security Personnel after normal working hours on first, second, third, and weekend shifts. A mandatory inspection will be conducted a minimum of one (1) time a month;
 19. Ensure all Security Personnel have completed the training mandated by North Carolina Department of Justice prior to the start of work. The State mandated Private Protective Service Security Officer Basic Course which includes a minimum of sixteen (16) hours of training for unarmed Security Officers, twenty-four (24) hours of training for armed officers, and an additional eight (8) hour annual refresher for armed. Requirements for Security Personnel can be found at the following:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByChapter/Chapter_74C.pdf; and
 20. Hire, train, and supervise Security Personnel. All Security Personnel are employees of the Company; however, the County will have the option to review and approve each Company employee prior to assignment.

4.3 EMERGENCY SITUATIONS

1. In case of emergencies, Security Personnel shall place telephone calls to report problems in accordance with the Standard Operating Procedure (“SOP”);
2. Security Personnel shall monitor the fire alarm system and call for emergency services as needed. In the event of a fire evacuation, Security Personnel shall follow the fire evacuation SOP, and assist with building evacuation;
3. In the event of an emergency, if the Account Manager or Shift Supervisor is not present, Security Personnel employees shall follow orders given by the County Project Manager to ensure the safety of the public;
4. In the event of a bomb threat, Security Personnel shall follow the bomb threat SOP, and assist with building evacuation, if required;
5. Security Personnel at the Health and Human Services and Government Center buildings shall monitor and report panic alarms, and respond to the calls; and
6. Security Personnel shall report medical emergencies and assist emergency personnel responding to calls.



4.4 SECURITY DESK

Control Room Officers are required to perform the following:

- Maintain the Log Book and record any unusual events, incidents, or other significant information. Patrols and post duties shall also be logged;
- Direct all deliveries to appropriate personnel;
- Actively monitor the access of buildings by all visitors including management of any electronic visitor management systems and software;
- Accept found articles;
- Issue visitor passes to all contractors working in the building; and
- Escort employees to their vehicles if requested.

4.5 FACILITY EQUIPMENT PROCEDURES

1. Security Personnel shall report any facility malfunction to maintenance including but not limited to elevator malfunction, flooding, lockout, etc. In the event of an emergency situation, Security Personnel shall call 911 and then notify maintenance; and
2. Security Personnel shall monitor a variety of alarms including security and fire alarms and report them to the appropriate agency.

4.6 BUILDING PROCEDURES AND POST ORDERS

1. Security Personnel shall follow SOP post orders for duty stations; and
2. Some duty stations require locking and unlocking procedures during the day. Additionally, some duty assignments require patrolling. Such special assignments will be explained by the individual facilities.
3. Some duty stations may require monitoring and management of visitor management systems and software.

4.7 REPORT WRITING

1. All Security Personnel must be able to write accurate and complete reports to provide specific details regarding who, what, when, where, why, and how for each incident;
2. Security Personnel shall maintain a legible, written Log Book at their assigned duty station. Supervisors shall inspect logs during each work shift; and
3. Security Personnel shall document all security incidents or requests in an incident report.

4.8 COMMUNICATIONS

1. All Security Personnel shall be trained in using the features of the County's telephone system, cellular phone, and radio communications; and

2. Proper telephone etiquette shall be followed when answering the telephone and taking messages. Security Personnel answering telephone shall answer the phone with the following greeting: "Hello, this is Security Officer _____, how may I assist you?"

4.9 LEGAL ISSUES

All Security Personnel shall understand the legal limits of their authority in their County as unarmed or armed security guards.

4.10 REQUIRED WEEKLY COVERAGE


Location	Position Title	Armed/ Unarmed	1st Shift	2nd Shift	Facility Address
Government Center	Security Officers	Unarmed	Monday-Thursday 7:30 AM - 3:30 PM & Friday 7:00 AM - 11:00 AM	Monday-Thursday 3:30 PM - 8:00 PM & Friday 11:30 AM - 6:00 PM	500 N. Main St., Monroe, NC 28112
Health & Human Services	Security Officers	Armed	Monday-Friday 7:15 AM - 4:15 PM	Monday-Friday 8:30 AM - 5:30 PM (or until all clients have exited the building)	2330 Concord Ave., Monroe, NC 28110

The Government Center closes at 5:00 pm Monday through Friday. The Security Officer will do a security check of the building from 7:00 pm to 8:00 pm Monday through Thursday and 5:00 pm to 6:00pm on Friday. The Security Officer will be required to stay for the duration of special meetings for the Commissioners, Planning Board or any Public Meeting, and security checks will be done when the meeting ends. The Officer will receive advanced notification of the meetings.

For the Government Center, the County requires one guard on first shift and one guard on second shift. Health & Human Services requires two armed guards on day shift with staggered start and end times.

4.11 SECURITY PERSONNEL TRAINING AND REQUIREMENTS

1. All Security Personnel are subject to interviews, screenings, and testing of any nature the County deems necessary at any time during the Contract. The list of proposed on-site employees must include, but not be limited to, full names, addresses, birth dates, and social security numbers. The County reserves the right to interview, tests, and agree to placement of Security Personnel employees prior to employees being assigned to a County facility. The County has the right to reduce or change hours of security personnel as it deems necessary.
2. In the event a report is received alleging any Security Personnel employee was discourteous, belligerent, profane, or in any way intimidating, either physically or verbally, the Company will submit a written report to the County Project Manager outlining the complete details of the incident. This report shall include the nature of the incident, time, date, and location, as well as the name, address and telephone number of the person alleging the violation. This report will also include



the name and title of the employee, and what disciplinary action, if any, the supervisor took.

3. All Security Personnel, armed and unarmed, shall be trained in CPR and first aid procedures.
4. If Company employees are approached by members of the media they should not respond, and shall refer them to the County Project Manager.
5. The Company shall have in place an in-service training program to address all training needs of security, law enforcement, and dispatch personnel. Each Security Personnel employee shall receive required State training for a Security Officer at the Company's own expense. In addition, each Security Personnel employee shall receive on-site training designed specifically for the needs of the facility to which they are assigned. Typically, on-site training requires an additional eight (8) to forty (40) hours. If the Company provides training for its employees during duty hours, the Company will make arrangements to provide adequate coverage to ensure no interruption in Services.

Each Company personnel shall receive sixteen (16) hours of instructor lead classroom training. Additional skill training will be required for armed officers, to include eight (8) hours of pepper spray and hand cuff; eight (8) hours of first aid, CPR and AED; a minimum of eight (8) hours of Confrontation Management Training to include Non-Violent Crises Intervention Training; and the completion of the state requirements for an armed officer (24 hours). The Company shall be responsible for the cost of all required training and no training costs for instruction or materials shall be borne by the officer (e.g., ammunition and range rental for armed qualification). If the Company provides training for its employees during duty hours, the Company will make arrangements to provide adequate coverage to ensure no interruption in Services.

6. In addition to the above training and tasks, the following must be incorporated annually into training for all Security Personnel. The items listed below are normal day to day duties and each of the below duties will be reviewed periodically through in-service training or as determine by the County Project Manager.
 - Report to work on time and remain on assigned duties until relieved as required.
 - Maintain good personal and uniform appearance and be courteous to County customers and personnel at all times.
 - Direct visitors as appropriate.
 - Ensure identification badges are required at all times.
 - Cover an assignment at a fixed post or patrol an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
 - Intervene to terminate injurious acts and detain individuals for further investigation or arrest where circumstances and conditions warrant.
 - Maintain law and order within the area of assignment.

- Ensure the lost or found items are handled per the SOP.
- Conduct patrols in accordance with routes and schedules established by the County Project Manager.
- Lock and unlock gates and doors at designated times.
- Ensure that only authorized personnel are permitted access to closed or restricted facilities. Operate and enforce a system of access control, including inspection of identification credentials and packages. Positive photo identification may be required for specific areas of facilities. Security Personnel shall verify the picture on the identification is the same as the person presenting it.
- Respond to reports of sick or injured person and notify Supervisor and appropriate authorities. Report safety hazards, malfunctioning equipment, spills, and other such matters to the attention of maintenance. Report potentially hazardous conditions and items in need of repair to maintenance. Any such incident will require a Logbook entry and an incident report be made.
- Monitor intrusion detection systems and other protection devices or facility equipment as required. In case of any emergency (e.g., fire, bomb threat, assault, or civil disturbances), respond, summon assistance, administer first aid, and assist public safety personnel.
- Respond to the scene of a locally activated fire, burglary or other alarm, or other emergency situations, evaluate situations encountered, and take action as directed by the SOP.
- Investigate questionable acts or behaviors observed or reported on County premises; and question witnesses and suspects to ascertain or verify facts, and notify authorities if warranted.
- Maintain order, and use good judgment and discretion in handling unruly customers or trespassing public.
- Shall not read newspapers, magazines, religious materials or any other non-work-related items, including electronic devices to include personal cell phones, while providing Services.
- Speak, write, and communicate effectively in English.

7. Armed Security Officers must possess at least one (1) of the following work experience criteria:

- Prior military, with an Honorable discharge;
- Law enforcement experience;
- Police academy graduate;
- Detention or corrections officer experience; and/or
- Criminal justice degree (Associates or higher).
- At least 10 years of corporate/government/municipal security experience as an armed guard.

8. The Security Personnel shall follow all rules and regulations established by the Company and the County. A copy of County's employee rules, SOPs, regulations, and security guidelines will be provided after contract award.



4.12 SUPERVISION

The contract will be under the direct supervision of the County Project Manager or their designee(s). The Company shall have available at all times on the project one (1) competent individual (Account Manager or Supervisor) who has been authorized to act in a supervisory role over all work that is actually being performed. The individual so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract, and of receiving and carrying out directions from the County.

4.13 COMPANY PERSONNEL PAY

Any pay increase should be determined by annual evaluations conducted by the Company, and monthly inspections of each officer conducted by the Company.

4.14 SECURITY SCHEDULING

Arrangements and security procedures to enter the facility will be made in cooperation with the County Project Manager. The Company will provide to the County, upon request, the number of employees that will be scheduled to work in the facility each work shift performing daily security, and the number of hours that each individual employee will be working in the building each work shift.

In an effort to maintain a mentally alert and rested guard force, and to avoid guards working more than the mandatory number of hours, the Company shall have a standby guard available to fill-in during other guard's absences (e.g., sick, vacation or unaccounted for absence), and in emergency situations.

4.15 UNSCHEDULED SERVICES

The County may require additional related Services at the contracted rate, on a non-emergency or emergency basis, such as coverage for a public meeting, early voting, or emergency situation, scheduled after the regular schedule has been finalized or an event taking place in any County facility. The County will attempt to make requests for unscheduled Services at least three (3) days before they are required.

4.16 KEYS AND ACCESS CARDS

The security of keys or access cards issued to the Company is the responsibility of the Company. In no event may any key or access card be duplicated unless authorized by the County. Failure of the Security Provider to properly account for keys may require the County to re-key the locks associated with the missing keys. The County reserves the right to deduct the cost of re-keying from the Company payment.

As required per specific facilities, security personnel will be issued a County access badge or key(s). It is the responsibility of the Company to ensure the access badge and key(s) is collected from all personnel on their last day assigned to this contract and returned to the County Project Manager. The County reserves the right to deduct the cost from the Company payment of the replacement any access badge or key that is not returned to the County Project Manager. The County reserves the right to deduct the cost of the replacement any access badge, key or facility rekeying from the Company payment due to an access badge or key that is not returned to the County Project Manager.



4.17 PERMANENT ADDITIONS, DELETIONS AND CHANGES TO SERVICES

The County will attempt to give the Company forty-eight (48) hours of notice for new assignments. If it is not possible to give forty-eight (48) hours of advance notice, the County will inform the Company at least within the first twenty-four (24) hours of the new assignment. In consideration of this coverage, the Company shall provide Security Personnel within four (4) hours' notice. Failure to provide such coverage may result in liquidated damages and/or a Company non-performance notice.

4.18 CONTACT WITH THE PUBLIC

Security Personnel shall at all times be clearly identifiable by uniform, identification badges, name tags, or identification cards. The Security Personnel shall at all times ensure that its employees serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of the Company.

All of the Company's onsite personnel shall wear a Company badge with the employee's name or another form of identification as well as the County logo. Name badges shall be provided by the Company or if the Company elects to have these badges provided by the County, the cost of \$10.00 per badge shall be reimbursed to the County at the beginning of the contract period and immediately when new employees are hired by the Company or for replacement of a lost card.

4.19 UNIFORMS


The Company shall provide uniforms for all security personnel to wear while on duty. The County shall select the style of uniform from the choices provided by the Company. The Company shall maintain the uniforms in good condition at the Company's sole cost and expense.

Shoes and socks shall be basic black and in clean condition and good repair. Inclement weather gear shall also be provided with Company logo. It is left to the discretion of the County to evaluate the appearance and to have the Company make any changes deemed necessary. Make-up shall be conservatively used. Small, post earrings no larger than a dime may be worn one (1) per ear. Rings may be worn, one (1) per hand and no larger than a class ring. Watches must be conservative. Tattoos, and/or body piercings shall not be visible while in uniform unless approved by the County Project Manager.

4.20 EQUIPMENT AND SUPPLIES

The Company shall adhere to the following:

- The County will provide all two-way radios and hand-held security wands for the work-related use of security staff while on duty at the Health and Human Services Building.
- The County will provide office space for the security personnel at the Health and Human Services building. The County will provide one (1) land line telephone and one (1) internet connection for the security office at the Health and Human Services building. All other equipment shall be provided by the Company. All office supplies needed by Security Personnel shall be provided by the Company. All



other equipment shall be provided by the Company including a digital camera for incident documentation, and flashlights for patrolling and bag searches.

- All County-furnished equipment, material and supplies shall remain the property of the County and shall not be used for any purpose other than the performance of security-related Services for the County. The Company shall maintain current records, and provide an account of all equipment, material and supplies furnished by the County for use by the Company. The Company shall have full responsibility for storing equipment and supplies used in connection with the Services.
- The Company shall provide the equipment and supplies at all facilities. The Company shall ensure that these items remain available and operable throughout the term of the Contract, and meet reasonable safety standards as to operability and appearance. The cost of repair, replacement or rental shall be the sole responsibility of the Company. All supplies and equipment must be restocked by the Company. County requires quarterly inspections of firearms and equipment per Section 3.22.
- All assigned locations shall be equipped with a Company cellular telephone. The Company shall be responsible for the up keep of all phones provided, and immediately replace any phone that loses its connectivity, service, or malfunctions.
- All assigned locations shall be equipped with flashlights, with batteries and/or chargers, comparable to Streamlight 25103 SL-20XP-LED.
- Office supplies, including paper, printer and printer supplies, pens, and writing pads at each facility.
- The Company shall recommend to the County the best option of equipment for the Security Personnel to carry that best fits the Use of Force Continuum. Options of equipment include, but are not limited to:
 - Handcuffs (armed)
 - Pepper spray/mace (armed)
 - Sidearm/handgun (armed)

4.21 QUARTERLY FIREARMS INSPECTION

A Quarterly Firearms Inspection form will be completed for each Armed Officer that carries a firearm and associated equipment on a quarterly basis. The Quarterly Firearms Inspection shall include the following inspection points:

1. Weapon
 - Barrel – The Company shall verify the barrel is free of any obstructions (e.g., lint, paper, food products, or dirt buildup), hairline cracks, interior or exterior bulges, rust or pitting, nicks or dents at the muzzle end.
 - Sights – The Company shall make sure sights are tightly affixed and no damage to the sights is visible.
 - Frame – The Company shall inspect for hairline cracks, or any missing or loose screws.
 - Magazine – The Company shall verify the magazine drops properly when depressing the magazine release. The Company shall verify that the magazine is free of a bent lip and/or any other visual damage.

- Cleanliness – Weapon must have the appearance that it is properly lubricated and free of excess carbon buildup.
- Ammunition – The Company shall make sure that the proper company-approved ammunition is being used and the ammunition appears to be free of any dents, cracks, or holes.

2. Equipment

- Holster – The Company shall verify the holster is properly affixed to the belt and that the weapon locks securely within the holster; that it is clear of obstructions when drawing; that the weapon is held without rattle; and that the holster is the proper type for the firearm being used.
- Belt – The belt must fit the officer properly and must be in good condition (free of excess wear).
- Safe – The safe must be affixed permanently, secured properly upon initiating inspection, and that the safe is free of any visual damage (e.g., dents or pried marks).

4.22 ACCESS CONTROL

- Security Personnel shall control access to the facility roofs and after-hours access to the facility(-ies).
- Security Personnel shall control entry access through the use of entry control devices.
- Security Personnel shall route requests for after hour maintenance services to appropriate County staff.

4.23 LOADING DOCK PROCEDURES

Security Personnel shall monitor the loading dock, if present, and follow the SOP to permit or deny access to the area.

4.24 CUSTOMER SERVICE

The County are very focused on Customer Service with a philosophy to provide all customers with quality services in a manner that is courteous, responsive, accessible, and seamless. The Services will be delivered with patience, understanding, good will, and without regard to our own convenience. The selected Company will be expected to use these guidelines in developing the Proposed Solution:

- Accessible, courteous, responsive and seamless customer service is of highest priority for the County.
- Accessible service means that citizens have easy access to the organization.
- Seamless customer service means that a customer gets good service no matter who is responsible.
- Responsible customer service means that our employees know what they are doing: that information they give is accurate; that they have a good understanding of how to get problems and decisions made; that they are trained and evaluated for the jobs they are doing.
- Customer Service goals must be measurable and regularly evaluated.

- Continuous improvements in customer service must be made in order to make County services accessible, responsive and as seamless as possible.

4.25 REPORTING REQUIREMENTS

1. Project Reporting Requirements

- The Company must supply payment schedules to the County on a quarterly basis.
- The Company must provide the County the results of any surprise or routine site visits.

2. Progress Reports

The Company shall for the first three (3) months of service develop an implementation period, to prepare and submit written reports to the County Project Manager. The reports shall:

- Provide an update to the County indicating progress for each task;
- Identify and report the status of all tasks that have fallen behind schedule and the reason and cure period;
- Identify and summarize all risks and problems identified by the Company which may affect the Project;
- For each risk and problem, identify the action and person(s) responsible for mitigating the risk and resolving the problem;
- For each risk and problem identified, state the impact on the Services; and
- Identify all changes in the Services that affect personnel, equipment, facilities and resources of the County which will be required for the Company to perform the Services two (2) weeks in advance of the needed services.

4.26 STANDARD OPERATING PROCEDURE (SOP)


An SOP shall be submitted to the County Project Manager for review within two weeks of the contract start date.

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

Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response



information should be limited to pertinent information only. Marketing and sales type information is not to be included.

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

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

- **Section A** – Cover Letter
- **Section B** – Company Qualifications and Experience
- **Section C** – Project Approach / Proposed Solution
- **Section D** – Transition of Services
- **Section E** – References
- **Section F** – Cost Proposal
 - Appendix A – Cost Proposal
- **Section G** – Required Forms
 - Appendix B – Proposal Submission (signed)
 - Appendix C – Addenda Receipt and Anti-Collusion (signed)

5.2.1 SECTION A – COVER LETTER

In your cover letter, include the following information about your company.

1. Legal Company Name and DBA (if applicable)

Corporate Headquarters:


Address
Telephone Number
Website Address

Location Providing Service:

Address
Telephone Number

2. Name of Single Point of Contact
Title
Direct Telephone Number and/or extension
Email Address
3. Name of Person with Binding Authority
Title
Address
Direct Telephone Number and/or extension
Email Address

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

- 
5. 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 SECTION B – 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.
- Explain how your organization ensures that personnel performing the Services are qualified and proficient.
- Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company’s team for providing the Services.
- Describe your security procedures to include electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third-party security audits in the last five (5) years.
- What is the Vendor’s service commitment to customers and measurements used?
- List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.
- Are audited or otherwise verifiable financial statements available upon request?
- Is the 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

5.2.3 SECTION C – PROJECT APPROACH AND PROPOSED SOLUTION

Given the purpose of this project and the County’s goals as stated in this RFP, provide a creative solution to meet such goals. For each component of the Project described in Section 4 – Scope of Work, state whether and how your Proposed Solution complies as well as any additional information requested.

In addition, please include the following:

- Prepare and submit an Implementation Plan to describe all times, tasks and resources associated with the implementation of Services.
- The County requires that security measures be taken – both physical security and network security, in that the County’s information and other documents are made available only to the Company and parties that the City approves.
- Detail your process for employee performance evaluations, including the typical frequencies of performance evaluations.
- Detail your full benefits offerings for your employees, including any optional benefits employees may elect to add in?
- What processes do you use to help minimize or prevent employee turnover?
- Do you provide regular pay increases for either performance or years in service?
- Specify how the Company will provide coverage to staff for breaks, unaccounted for absences, vacations, sick days, training days, and dismissals.

5.2.4 SECTION D – TRANSITION OF SERVICES

- Provide steps your organization take to ensure that the transition of services runs smoothly.

5.2.5 SECTION E – 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 include the following:

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

5.2.6 SECTION F – COST PROPOSAL

Offeror’s must provide man-hour costs by employee type to include regular and overtime pay. Appendix A – Cost Proposal must be complete and submitted in this section.

5.2.7 SECTION G – REQUIRED FORMS

Offerors must include signed copies of the following documents:

- Appendix B – Proposal Submission (signed)

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

5.3 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	40%
Proposed Solution	35%
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.

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 three (3) 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 COST ADJUSTMENTS

The Unit Pricing for the Initial Term shall be based upon the response to this solicitation. However, the Unit Pricing for any Renewal Term may be adjusted at the beginning of such Renewal Term by multiplying the Unit Pricing effective in the previous term by the quotient of the All Urban Consumers Price Index (CPI-U) (South Region), Others Goods and Services, with the Index Period of 2023-2028 as published by the Bureau of Labor Statistics, United States Department of Labor, in effect ninety (90) days prior to the commencement date of the new Renewal Term divided by such CPI in effect for the same month one (1) year prior to such date. However, any Unit Pricing increase pursuant to the previous sentence shall be capped at a four percent (4%) increase from one term to the next. Any such Unit Pricing adjustment for a Renewal Term must be requested by the Vendor or County within thirty (30) days from the date of the County's notice of its exercise of an option to renew the Contract for a Renewal Term.

6.3 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).



6.4 SUB-CONTRACTOR/PARTNER DISCLOSURE

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

6.5 EXCEPTION TO THE PROPOSAL

An “exception” is defined as the Service Provider’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the Proposal. All exceptions taken must be identified and explained in writing in the proposal and must specifically reference the relevant section(s) of this Proposal. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this Proposal. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider’s solution, must be described in detail.

6.6 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

6.7 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.

6.8 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.



6.9 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.

6.10 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.

6.11 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.

6.12 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.

6.13 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands,



obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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7 APPENDIX A – COST PROPOSAL

RFP 2021-035 Security Guard Services

SUBMIT WITH PROPOSAL

Company Name: _____

Companies shall provide a cost proposal based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. **If there are additional costs associated with the Services, please add to this chart. Your Cost Proposal must reflect all costs for which the County will be responsible.**

For the purposes of this RFP, the contract will have an initial term of two (2) years with three (3) one-year renewal options at the County's discretion, pending annual budget appropriations.

Provide hourly bill rates for the initial term of 2 years. To be considered, all hourly rates must be completed.

			Initial Term	
			Years 1 and 2	
Location	Position Title	Armed/ Unarmed	Regular Rate	Overtime Rate
Government Center	Security Officer	Unarmed	\$	\$
Health & Human Services	Security Officer	Armed	\$	\$



8 APPENDIX B – PROPOSAL SUBMISSION

RFP 2021-035 Security Guard 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 180 days. Proposal is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____



9 APPENDIX C – ADDENDUM AND ANTI-COLLUSION
RFP 2021-035 Security Guard 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 – TEMPLATE CONTRACT

RFP 2021-035 Security Guard Services

Informational Purposes Only - Do not submit with proposal.

STATE OF NORTH CAROLINA

TEMPLATE AGREEMENT
Do not submit with proposal.

COUNTY OF UNION

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

W I T N E S S E T H

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

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

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

1. **SERVICES PERFORMED.** Contractor agrees to perform the services as set forth in the attached Scope of Work [or, if the full RFP is to be attached as the scope of work, state the RFP number and full RFP title], which is incorporated herein by reference (hereinafter the "Services"), in accordance with the terms of this Agreement.
2. **FEE AND PAYMENT SCHEDULE.** Union shall pay Contractor [insert payment amount or rate] for performance of the Services. Contractor shall invoice Union on a monthly basis for Services performed, or upon such other schedule as may be agreed upon by the parties. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Division. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.
3. **TERM AND TERMINATION.** The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of [insert agreement time length] (the "Initial Term"). [The following sentence to be used only if renewals might be needed or desired, and then only if the RFP lists the possible number of renewals. If the contract is just for a single term, this sentence may be deleted.] Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement for up to ___[number of possible additional terms, as stated in the RFP] additional ___[number of years in each renewal term]-year terms, each a "Renewal Term," upon written notice to the Contractor. Union may terminate this Agreement at any time, without cause, upon provision of ten (10) days' written notice to Contractor. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by Union.
4. **OWNERSHIP OF DOCUMENTS.** All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement ("the Documents"), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the

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

5. INSURANCE. The attached Exhibit A, Insurance Requirements, is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

[Signatures follow on the next page.]

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

UNION COUNTY

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

[Contractor's Full Legal Name]

BY: _____(SEAL)

Approved as to Legal Form _____

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

Deputy Finance Officer

Exhibit A
Insurance Requirements

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

A. WORKERS' COMPENSATION

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

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

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

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

C. COMMERCIAL AUTOMOBILE LIABILITY

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

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. POLLUTION LIABILITY INSURANCE

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

\$1,000,000 Claims Made
\$3,000,000 Aggregate Limit

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.

II. ADDITIONAL INSURANCE REQUIREMENTS.

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

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

B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).

D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street, Suite #130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

I. Certificate Holder shall be listed as follows:

Union County
Attention: Keith A. Richards, Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112

J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.