



Request for Proposal No. 2024-077

Program Management Services for Customer Information System Replacement Project

Due Date: May 28, 2024
Time: 10:00 AM Local Time
Submittal Location: Electronic Submission
Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Procurement Contact:

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Senior Procurement Specialist
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corey.brooks@unioncountync.gov

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1 NOTICE OF ADVERTISEMENT

**Union County, North Carolina
Request for Proposals No. 2024-077
Program Management Services for Customer Information System Replacement
Project**

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 Local Time on May 28, 2024.**

Union County, North Carolina, through Union County Water, is seeking proposals from qualified firms to provide program management services for a customer information system replacement project.

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

1. Download the Solicitation 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 eVP website:
<https://evp.nc.gov/solicitations/> (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 (corey.brooks@unioncountync.gov) no later than **May 14, 2024, at 10:00 AM Local Time.**

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.

--End of Advertisement--

2 SUBMITTAL DETAILS

2.1 PROPOSAL SUBMISSION DEADLINE

All Proposals are to be received electronically by the Union County Procurement Department no later than **May 28, 2024, at 10:00 AM Local Time**, per the instructions below. Any proposals received after this date and time shall be rejected without exception.

2.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <https://lfportal.unioncountync.gov/Forms/procurementsubmit>. The proposal must be signed by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

Select the solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your proposal as one (1) complete document, and select submit. The maximum size accepted is 30 MB. A delivery notification email, from LF-Forms@co.union.nc.us, will be sent as your confirmation of receipt.

Paper submissions and/or email submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse 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 **May 14, 2024, at 10:00 AM Local Time**. The primary purpose of this is to provide participating vendors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by email to Corey Brooks at corey.brooks@unioncountync.gov by the deadline shown above. The email should identify the proposal number and title. All questions and answers may be posted as addenda on www.unioncountync.gov and <https://evp.nc.gov/solicitations/>.

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 254,070) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

3.2 PURPOSE

Union County, North Carolina, through Union County Water, is seeking proposals from qualified firms to provide Program Management Services for a Customer Information System Replacement Project.

3.3 PROJECT BACKGROUND

The Water and Wastewater System presently serves an aggregate of approximately 56,700 water and 43,000 wastewater customers. The County is located along the North Carolina/South Carolina state line southeast of the City of Charlotte and Mecklenburg County. Water and wastewater service needs are increasing in the County, in large part due to its proximity to the City of Charlotte.

The County's water distribution system provides service to a significant portion of the County, including all major urbanized areas with the exception of the City of Monroe. Water service is provided to the communities of Indian Trail, Stallings, Waxhaw, Wingate, Weddington, Wesley Chapel, Fairview, Hemby Bridge, and large areas of low-density land use in unincorporated Union County. Water is supplied by the Catawba River Water Treatment Plant and the Yadkin River Water Treatment Plant.

Union County's wastewater system currently serves over 43,000 customers. The County operates five water recover facilities that range in size from .05 MGD to 7.5 MGD, providing a total treatment capacity of 9.65 MGD. The County also has 2.65 MGD and 3.0 MGD of contracted capacity in the City of Monroe's wastewater treatment plant and Charlotte Mecklenburg Utility's McAlpine Creek Wastewater Management Facility, respectively.

Union County's existing Customer Information System (CIS) Harris North Star is obsolete and is not capable of meeting Union County's current or future needs. As such, Union County

Water (UCW) is seeking to solicit program management services for the replacement of the CIS, followed by CIS vendors and integrators as required. The goal of the CIS platform replacement will be a broad overarching complete replacement of the existing CIS software with integration into existing software used by all branches of Union County Water.

UCW employs a unified information management strategy that supports all operations and management. Our strategy emphasizes real-time data collection, analysis, and visualization to support, inform, and improve business decisions across the organization. UCW focuses on people, technology, process, and strategy components to balance investments, trade-offs, and performance issues.

UCW engages various technologies, implementations, and approaches to increase efficiencies, conserve resources, and improve operations and interactions between utilities and customers. While this conceptual goal continues to advance, current innovations include:

- Advanced Metering Infrastructure (AMI) – an integrated system of smart meters, communications networks, and data management systems that enables two-way communication with customers.
- Advanced extract, transform, and load (ETL) tools for data interoperability – new strategies to blend geospatial data with other structured enterprise data for spatial visualization and analysis of integrated datasets.
- Internet of Things (IoT) sensors – sensors used within plant operations (or others) to collect data and then use insights gained from that data to manage assets, resources, and services efficiently.

4 SCOPE OF WORK

4.1 OVERVIEW

Union County is requesting proposals from qualified firms interested in providing Customer Information System Program Management industrial expertise to UCW during this CIS replacement effort. Program Management services may include, but not be limited to, the following scope of supply:

- In depth review of existing CIS software implementation, meta - data, data storage, and existing uses by UCW stake holders.
- In person meetings with UCW stakeholders to develop future CIS software needs and software requirements both known and unknown, estimated min. of 6 meetings.
- Collaborate with UCW groups, stakeholders, IT and other engineering teams within UCW to develop, execute and implement the turnkey CIS Solution.
- Provide a list of known leading industry vendors for CIS software to UCW for outreach.
- Oversee, plan, and manage the product development stages, reviewing the project/software/deliverable at each stage.
- Review CIS software provider submittals and provide constructive comment.
- Provide a steady stream of ideas and solutions during product development initiatives to introduce innovation and improve operational efficiency.

- Develop monthly reports and participate in monthly progress meetings to communicate the development progress to senior UCW managers, project managers, and cross-functional stakeholders.
- Assist with resolving technical issues by diagnosing them and providing potential solutions.
- Ensure that UCW CIS software procurement and product delivery is possible within the product budget and timeframe after evaluation of existing UCW systems and Standard operating procedures (SOP's).
- Coordinate meetings with UCW and CIS Vendor demonstrations, estimated min. of 8 meetings.
- Assist UCW in the development of CIS software requirements, specifications, deliverables, and scope of supply for subsequent RFP.
- Assist UCW with developing ranking criteria and weighting factors for inclusion in and evaluation of RFP responses.
- Provide extensive evaluation of CIS software vendor proposals received from the UCW RFP process based on Program Manager's prior industrial experience. Evaluation shall be provided in a written report delivered to UCW in addition to an in-person meeting.
- Assist UCW with the development of a scope of services for a CIS integrator to implement the CIS software, as required, for a subsequent RFP.
- Provide extensive evaluation of CIS software integrator vendor proposals received from the UCW RFP process based on Program Manager's prior industrial experience. Evaluation shall be provided in a written report delivered to UCW in addition to an in-person meeting.
- Assist UCW with all aspects, known and unknown of CIS software integration into existing UCW systems. Assist UCW with parallel system operations, through complete system change over to new CIS Solution.

4.2 LICENSE AND EXPERIENCE REQUIRED

Offerors must have:

- a. 10 years of organization specific experience with Utility Grade Customer Information System upgrades, integration, and improvements within the United States.
- b. Provide a minimum of five client references that include similar work with client customer base in excess of 60,000 customer accounts.
- c. Personnel proposed with resumes shall be assigned to the project upon acceptance by UCW.

5 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

5.1 TERMS OF SUBMISSION

All material received from a person or company ("Offeror") in response to this solicitation shall become the property of Union County and will not be returned to the Offeror. Any and all costs incurred by an Offeror in preparing, submitting, or presenting submissions are the Offeror's sole responsibility and Union County shall not reimburse the Offeror. 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 Offeror 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 Offeror 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. Offeror 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 Offeror’s materials which was properly labeled by the Offeror as a trade secret, Union County will notify the Offeror of the request and the date that such materials will be released to the requestor unless the Offeror obtains a court order enjoining that disclosure. If the Offeror fails to obtain the court order enjoining disclosure prior to that date, Offeror understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Offeror 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 Offeror.

5.2 DUPLICATE PROPOSALS

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

5.3 PROPOSAL FORMAT

The County desires all responses to be identical in format. While the County’s format may represent a departure from the Offeror’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 Section 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 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.

The 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.

The total length of the submittal, including cover letter, should be no more than 25 single-sided pages. Submittals should be on 8 ½" x 11" paper with an 11-point minimum text size; special graphics may be included on 11" x 17" paper with an 11-point minimum text size, if necessary. These special graphics pages will count toward the 25-page limit. The 11-point minimum text size does not apply to graphics, captions, tables, or figures, and there is no specific font style required.

Key personnel resumes may also be provided as an appendix to the document and will not count against the page limit. Covers, section acknowledgements, and the required forms, do not count against the page limit.

The RFP should include a response to each of the following criteria. **Failure to address each area could result in rejection of a proposal.** Please provide a table of contents in the format of the proposal requirements along with tabs identifying each section and subsection. Include examples of procedures, reports, or other information where applicable.

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

- **Section A** – Cover Letter
- **Section B** – Project Team
- **Section C** – Project Experience
- **Section D** – Project Management, Approach and Quality Control
- **Section E** – Reputation of Offeror
- **Section F** – References
- **Section G** – Cost Proposal
 - Appendix A – Cost Proposal (completed); submit with Proposal
- **Section H** – Required Forms
 - Appendix B – Proposal Submission (signed)
 - Appendix C – Addenda Receipt and Anti-Collusion (signed)

There are eight (8) Sections to this proposal. The instructions for each Section are outlined below.

Omissions and incomplete answers may be deemed unresponsive.

5.3.1 SECTION A – COVER LETTER

The proposal must include a cover letter attesting to its accuracy and signed by an individual authorized to execute binding legal documents on behalf of the Offeror. Include the following:

- Legal company name and DBA (if applicable).
- Company address, telephone number and website address.
- Location providing service, address, and telephone number.

- Name of single point of contact, title, direct telephone number and/or extension, and email address.
- Name of person with binding authority, title, address, direct telephone number and/or extension, and email address.
- Stipulate that the proposal price will be valid for a period of 120 days.
- Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its proposal: *“The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.”*

5.3.2 SECTION B – PROJECT TEAM

Provide a detailed organization chart that presents the team to be dedicated to these services. This should include the project manager, and other support staff to be used in completion of the work. Information to be included in this section shall include:

- Professional, relevant qualifications of each team member, including which projects listed under the Project Experience section of the response, the project team individual(s) had a significant role.
- Include any professional license’s information held for each team member, as applicable.
- Office location and number of years team members have worked with the Offerors current company.
- Available time (in percent) that each team member may commit to these services.

5.3.3 SECTION C – PROJECT EXPERIENCE

Provide a minimum of five (5) representative projects summarizing your team’s professional service experience for Utility grade Customer Information System upgrades for water and wastewater utilities within the United States. Include the following information for each project:

- Owner’s name
- Owner’s contact person name, address, telephone number, and email address
- Title and description of the project
- Description of the services provided
- Dollar value of the engagement
- Duration of the engagement

5.3.4 SECTION D – PROJECT MANAGEMENT, APPROCH AND QUALITY CONTROL

Provide a brief description of the systems and methods employed by the team to effectively manage these projects, including a summary on the management of: goal setting, managing client expectations, communications, scope, approach, quality control, managing project schedule, cost, quality control/assurance, risk and stakeholders within prescribed budgets and change management.

5.3.5 SECTION E – REPUTATION OF RESPNDENT

Provide a record of successfully completed projects without major legal or technical problems. State whether the company has been sued or had a claim filed against it in the last five (5) years. If the answer is “yes” please, provide details of each suit or claim and the resolution of the matter.

5.3.6 SECTION F – REFERENCES

Provide, at a minimum, five (5) comparable clients with whom your firm has an established relationship similar to the Scope of Work outlined in this RFP and one former client that stopped doing business with you and include the following:

- Company/Government Entity
- Contact Name and Title
- Address
- Direct Phone Number
- Email Address
- Length of Relationship

5.3.7 SECTION G – COST PROPOSAL

Respondents shall provide an hourly rate schedule for personnel to be used on the project. Rate schedule shall be comprehensive for all personnel expected to be utilized on the project and include the position title and hourly rate

5.3.8 SECTION H – REQUIRED SIGNATURE FORMS

Offerors must include completed copies of the following documents:

- Appendix A – Cost Proposal (completed); submit with proposal
- Appendix B – Proposal Submission Form (signed)
- Appendix C – Addenda Receipt and Anti-Collusion (signed)

6 EVALUATION CRITERIA AND SELECTION PROCESS

6.1 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. Union County reserves the right to conduct interviews with a shortlist of selected Offerors. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
3. The Owner will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will evaluate the RFPs independently in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected Offerors.
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.

6.2 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 Owner will consider the information submitted in the RFP as well as the meetings (if applicable) with the respect to the evaluation criteria set forth in the RFP.

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

RFP Criteria	Weights
Project Team -Qualified staff and proposed consultant team for the projects; -Current workload and availability to support the projects; -Familiarity with the area where the projects are located.	50%
Project Experience -Specialized or appropriate project experience; -Past performance on similar projects; -Understanding of specific needs of UCW for these projects; -Record of successfully completed projects without major legal or technical difficulties.	20%
Project Management, Approach, and Quality Control -Project management with respect to project goals, communication, and cost & schedule control; -Proposed approach for the projects; -Ability to address project challenges in a timely and definitive manner.	10%
Reputation of Offeror -History of completion of projects without loss or damage due to company's negligence.	15%
Cost Proposal	5%

After identification of Short-Listed Offerors, the Owner may or may not decide to invite Short-Listed firms to interview. 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, Implementation and Staff	70%
Price, 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.

6.3 AWARD PROCEDURE

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. It is understood that any proposal submitted will become part of the public record.

The County reserves the right to award to multiple vendors.

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

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.

The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

County may select and enter into negotiations with the next most advantageous Offeror if negotiations with the initially chosen Offeror are not successful.

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.

7 GENERAL CONDITIONS AND REQUIREMENTS

7.1 TERMS AND CONDITIONS

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

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

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.

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.

7.2 CONTRACTUAL OBLIGATIONS

The contents of this Proposal and the commitments set forth in the Proposal 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.

7.3 SUB-OFFEROR/PARTNER DISCLOSURE

A single Company may propose the entire solution. If the proposal by any Company requires the use of sub-consultants, 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-consultants.

7.4 EXCEPTION TO THE RFP

An "exception" is defined as the Offeror's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this RFP. 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 RFP. If the Offeror 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 Offeror's solution, must be described in detail.

7.5 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Prior to the scheduled closing time for receiving proposals, any Offeror 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.

7.6 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.

7.7 MINORITY AND SMALL BUSINESS PARTICIPATION PLAN

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.

7.8 LICENSES

The successful Firm(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.

7.9 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. Offeror/Firm shall ensure that Offeror and any Sub-Consultant performing work under this contract: (a) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

7.10 DRUG-FREE WORKPLACE

During the performance of this Request, the Offeror agrees to provide a drug-free workplace for his 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 firm 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 Service Provider/Firm 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.

7.11 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.

A. WORKERS’ COMPENSATION

(for any agreement unless otherwise waived by the Risk Manager)
Statutory limits (where Contractor has three or more employees) 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
\$5,000	Medical Expense 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
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D. PROFESSIONAL LIABILITY

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

\$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
(for any agreement involving the clean-up or transportation of pollutants)

\$1,000,000 Claims Made

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)
(for any agreement involving software applications)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

- G. Builder's Risk
(for any agreement involving above ground construction projects)
Amount of Contract

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

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

7.12 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.

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8 APPENDIX A – COST PROPOSAL

RFP 2024-077 Program Management Services for Customer Information System Replacement Project

SUBMIT WITH PROPOSAL

Company Name _____

Offerors shall provide an hourly rate schedule for personnel to be used on the project. Rate schedule shall be comprehensive for all personnel expected to be utilized on the project and include the position title and hourly rate.

Authorized Signature

Date

9 APPENDIX B – PROPOSAL SUBMISSION FORM

RFP 2024-077 Program Management Services for Customer Information System Replacement Project

SUBMIT WITH PROPOSAL

This Proposal is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and resubmit this project. Proposal is valid for 120 calendar days from the Proposal due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

10 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

RFP 2024-077 Program Management Services for Customer Information System Replacement Project

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: _____

11 APPENDIX D – TEMPLATE CONTRACT

RFP 2024-077 Program Management Services for Customer Information System Replacement Project

DO NOT SUBMIT WITH PROPOSAL

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 North 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)
Brian W. Matthews, 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

D. PROFESSIONAL LIABILITY

\$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. POLLUTION LIABILITY INSURANCE

\$1,000,000 Claims Made

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 North Main Street, 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: Risk Manager
500 North Main Street
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.