



Request for Proposals No. 2024-087 Record Management System

Due Date: June 19, 2024
Time: 2:00 PM EDT
Receipt Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112
(Note: Follow the submittal instructions listed in this document to electronically upload a proposal package)

Procurement Representative

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Procurement Specialist
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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Proposals No. 2024-087 Record Management System

Electronic proposals will be received by the Union County's Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **2:00 PM EDT on June 19, 2024**. Late submittals will not be accepted.

Union County is soliciting proposals from experienced and qualified firms to provide a Records Management System for the contracted Fire Departments in Union County, the Union County Fire Marshal's Office and the City of Monroe Fire Department.

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 Electronic Vendor Portal: <https://evp.nc.gov> (Bid by Departments, search County of Union).

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement Representative listed on the cover page (erick.perjuste@unioncountync.gov) no later than **May 29, 2024 at 5:00 M 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 a contract 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 Notice of Advertisement

2 SUBMITTAL DETAILS

2.1 PROPOSAL SUBMISSION DEADLINE AND DELIVERY ADDRESS

All Proposal Submittals are to be received by the Union County Procurement Department no later than **2:00 PM EDT on June 19, 2024** per the instructions below. Any submittals received after this date and time shall be rejected without exception.

2.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <https://lfportal.unioncountync.gov/Forms/procurementsubmit>. Select the Solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your proposal, and select submit. An email will be sent to the address listed on the form as your confirmation of receipt.

The proposal package **must be signed** by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

Paper submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse Offerors for any expenses incurred in preparing proposals in response to this request.

Union County reserves the right to:

- Reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest;
- Cancel this solicitation; and
- Award to multiple vendors.

2.3 PROPOSAL QUESTIONS

Proposal questions will be due on or before **May 29, 2024 at 5:00 PM EDT**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by email to Erick Perjuste at erick.perjuste@unioncountync.gov by the deadline shown above. **The email subject line should identify the proposal number and project title.** All questions and answers may be posted as addenda on www.unioncountync.gov and/or <https://evp.nc.gov> .

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 INTRODUCTION

Union County, North Carolina (hereinafter, "The County"), through the Union County Fire Marshal's Office, is seeking proposals from qualified firms to provide a records management system for the contracted fire departments in Union County, the Union County Fire Marshal's Office and the City of Monroe Fire Department. The selected offeror will provide a records management system tailored to the requirements of the Union County contracted fire departments, the City of Monroe Fire Department and the Union County Fire Marshal's Office and is compliant with the National Fire Incident Reporting System (NFIRS) and the National Emergency Response Information System (NERIS). The selected offeror will also ensure that the RMS shall have the capability to integrate with the Superior (Sungard-OSSI) CAD system that is utilized by the Union County Emergency Communications center.

Union County, NC provides fire and rescue services for approximately 256,452 citizens by contracting with seventeen (17) different fire departments that are each their own non-profit corporation. The City of Monroe is the only career fire department in Union County. The Union County Fire Marshal's Office conducts fire code inspections and fire investigations to all incorporated towns and unincorporated Union County with the exception of The City of Monroe. To support these efforts, Union County is requesting proposals from qualified vendors to implement and support a comprehensive records management system (RMS) for each of the seventeen (17) fire departments and the City of Monroe and Union County Emergency Services.


The contracted fire departments, the City of Monroe and Fire Marshal's Office have operated on the Emergency Reporting RMS platform for the past five years. The current Emergency Reporting RMS platform is sunsetting, thus requiring us to look for a new RMS platform.

3.2 COUNTY

The County (estimated population 256,452) is located in the central, southern piedmont. The County provides its residents with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

4 OBJECTIVE

The seventeen (17) contracted fire departments and one municipal fire department provide fire and rescue services throughout Union County and the City of Monroe from 34 different fire station locations. There are approximately 974 volunteer, part-time, and full-time paid personnel that provide these vital services. The Union County Fire Marshal's Office is staffed with six career members that provide fire code enforcement and fire origin and cause investigations. The City of Monroe Fire Marshal's Office is



staffed by four career members and one part-time member who provide fire code enforcement and fire origin and cause investigation.

In 2023, 24,983 calls for service were answered by the fire departments. There are (7,384) fire hydrants located throughout Union County that are maintained by Union County Water, the City of Monroe, the Town of Marshville, and the Town of Wingate. The Union County Fire Marshal's Office inspects approximately 3,618 occupancies. The City of Monroe inspects approximately 2,399 occupancies.

5 SCOPE OF WORK


5.1 METHODOLOGY/OPERATIONS

The proposal should address the following:

- 1) Provide detailed explanations of the services that are included in the standard RMS.
- 2) Provide detailed explanations of the services that would incur additional charges beyond the standard RMS, including modules/services described in the scope that the proposal does not provide.
- 3) Describe the customer support model for regular business hours and non-business hours. Include standard hours of operation, support tiers, and average response times.
- 4) Briefly describe the proposed system and its technical specifications.
- 5) Describe your firm's policies, procedures, data encryption, and technical measures to prevent unauthorized access or alteration, fraud, theft, misuse, or physical damage to hardware, software, communications, networks and data.
- 6) Describe backup and redundancy procedures for cloud-based storage.
- 7) Provide a business continuity plan for the RMS provider as well as a disaster recovery plan.
- 8) Provide a plan to notify cloud-based users of data breach notification and the processes utilized to notify affected agencies.
- 9) Provide details that allow for API for other third-party vendors that each contracted fire department may utilize for staffing, training, etc.
- 10) Establish data ownership. Data to be owned by the respective customer and we should have access at all times and immediate access upon contract termination.
- 11) Provide mobile applications compatible with Android, Apple and Windows based programs.
- 12) Provide history of reliability – access to cloud and access to technical support.

5.2 REPORTING

- 1) The RMS software shall be NFIRS compliant. It shall have the capability to submit NFIRS data to the North Carolina Office of State Fire Marshal. The proposed system of submission and any experience with creating reports for state and federal fire information systems should be provided. The RMS software shall also be NERIS compliant as NFIRS is sunsetting as well.
- 2) The data submissions shall be provided in such a way that allows a user with limited computer expertise the ability to export a NFIRS/NERIS submission report.
- 3) The RMS provider shall maintain compatibility with NFIRS/NERIS for the life of the contract.
- 4) Training shall be provided in the use of the program for end users as well as department system administrators for each contracted fire department, the City of Monroe Fire Department and Union County Fire Marshal's Office personnel.
- 5) The RMS shall be hosted. Each department shall have its own system administrator.
- 6) Response and pre-plan data from each department shall communicate with the CAD system utilized by the Union County 911 center. Bi-directional or query interface from RMS to CAD through OSS/Onesolution CAD for inspections occupancies, pre-plans and hydrant data shall be provided.

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- 7) Ability to customize reporting components such as use of key box, patient contact times for EMS calls, etc. shall be provided.

5.3 SCHEDULING/PERSONNEL

Each contracted fire department utilizes the scheduling and personnel program of their choice. A base scheduling and personnel module shall be included in the RMS proposal. The vendor shall provide API for other third-party vendors that communicate with the NFIRS/NERIS staffing and response module.

5.4 TRAINING

Each contracted fire department utilizes the training program of their choice. A base training module shall be included in the RMS proposal.

5.5 SUPPLIES/LOGISTICS

The RMS proposal shall include a base supplies/logistics module. This module will be used to track maintenance, supplies, equipment and personal protective gear.

5.6 DATA ANALYTICS

The RMS proposal shall provide a data analytics system. The software shall have built in reporting and analytic capability that provides output in maps and graphs that are exportable for printing, inserting into documents and sharing by email. The software shall also have the ability to be exported into Excel and provide hotspot mapping on google maps or another third-party mapping system. The analytics shall be supported within the vendor's platform and not require additional costs for software.

5.7 INSPECTIONS

The RMS proposal shall provide a building inspection program for fire code compliance inspections and pre-plans. The Union County Fire Marshal's Office will be the host system for all inspections conducted with the exception of the Town of Waxhaw and the City of Monroe. Each contracted fire department and the City of Monroe Fire Department will be the host system for pre-plans conducted within their response district. The RMS shall provide read only access for other Union County users to host system data. The inspection module shall provide for on-site data entry and immediate email of a completed inspection report to a recipient. The inspections that the Fire Marshal's Office conducts shall integrate into each fire departments inspection module, meaning that they will have up-to-date information if the Fire Marshal's Office conducts an inspection, then it will automatically update in the fire departments inspection module.

5.8 FIRE HYDRANT MAINTENANCE AND INSPECTION

The RMS proposal shall provide the ability to designate fire hydrant locations within each fire response district and provide a display output using google maps or another third-party mapping system. The module shall provide input for flow, maintenance, and damage or repair indication.

5.9 MAINTENANCE

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

5.10 EMS

The RMS proposal shall provide an EMS module for in-depth documentation of medical calls. The RMS shall integrate with RMS (ESO Solutions, Inc) utilized by Union EMS and be able to share data with them.

5.11 OTHER MODULES NOT COVERED

Other modules not specifically noted within this RFP that are considered to be part of a base package for fire departments shall be included within the purchase. These modules can be calendars, administrative, apparatus check off, payroll or events and message centers.

5.12 DATA TRANSFER:

Proposals shall include the transfer of all historical data from hosted servers as well as locally hosted servers and conversion to the new RMS. The cost for data conversion shall be provided within the response to the RFP.

6 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

6.1 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.

6.2 PROPOSAL FORMAT

The County desires all responses to be identical in format. While the County’s format may represent a departure from the vendor’s preference, the County requests adherence to the format. All responses are to be in the format described below.



Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit the proposal electronically – Refer to page 4, 2.2. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer’s capabilities to satisfy the requirements of the RFP.

The County may award a contract based on initial offers received without discussion of such offers. A proposer’s initial offer should, therefore, be based on the most favorable terms available. The County reserves the right to contact proposers regarding cost and scope clarification at any time throughout the selection process.

The successful Offeror’s proposal must include all responses to the requirements contained within this RFP and all appendices (if applicable) must be completed in their entirety.

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

The total length of the proposal should be no more than 30 pages, 8½ x 11 size paper with an 11 point minimum text size. Charts and graphs may be 10 point. All required forms are exempt from the page limit and must be submitted under the section identified below. Only one (1) complete proposal should be electronically submitted. The maximum document upload size is 20 MB. For any questions, contact the project representative on the front cover.

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. Respond to each item and provide supporting documentation and/or exhibits as requested or desired.

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

- **Section A** – Cover Letter
- **Section B** – Company Background and Experience
- **Section C** – Methodology/ Operation and Reporting
- **Section D** – Project Team/Personnel and Implementation Plan
- **Section E** – Maintenance and Support Program
- **Section F** – References
- **Section G** – Cost Proposal
- **Section H** – Required Forms
 - Appendix B – Proposal Submission (signed)
 - Appendix C – Receipt and Anti-Collusion (signed)

6.2.1 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 (if different from headquarters):

Address
Telephone Number

2. Name of Single Point of Contact
Title
Direct Telephone Number and/or extension
Direct Email Address
3. Name of Person with Binding Authority
Title
Address
Direct Telephone Number and/or extension
Email Address
4. Describe your interest in this project and the unique advantage your firm and team bring.
5. Confirm that your company is financially solvent and able to operate for the next five (5) years without hindrance to the project or system operations.
6. Stipulate that the proposal price will be valid for a period of 180 days.
7. *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."

6.2.2 SECTION B – COMPANY BACKGROUND 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 a concise profile of the Offeror's organization to include the following:

- Provide corporate history, and number of years in business under the current organizational name and structure and services offered.
- The Offeror shall provide examples of a minimum of three (3) and a maximum of ten (10) past projects where the Offeror has provided services for similar systems within the last five (5) years from the date of issuance of this RFP.
- Track record of successful implementation and satisfied customers.
- What is the firm's industry rating?
- What is the Vendor's service commitment to customers and measurements used?
- Are audited or otherwise verifiable financial statements available upon request?

- Is your company licensed to do business in the State of North Carolina? If not licensed, provide written intent to become licensed in North Carolina within thirty (30) calendar days of being selected as the apparent selected offeror?
- Is the vendor's organization involved in any pending litigation and/or pending debarments from federal or state agencies that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services?

6.2.3 SECTION C – METHODOLOGY/OPERATIONS AND REPORTING

1. Provide detailed explanations of the services that are included in the standard RMS
2. Provide detailed explanations of the services that would incur additional charges beyond the standard RMS, including modules/services described in the scope that the proposal does not provide.
3. Describe the customer support model for regular business hours and non-business hours. Include standard hours of operation, support tiers, and average response times.
4. Briefly describe the proposed system and its technical specifications.
5. Describe your firm's policies, procedures, data encryption, and technical measures to prevent unauthorized access or alteration, fraud, theft, misuse, or physical damage to hardware, software, communications, networks and data.
6. Describe backup and redundancy procedures for cloud-based storage.
7. Provide a business continuity plan for the RMS provider as well as a disaster recovery plan.
8. Provide a plan to notify cloud-based users of data breach notification and the processes utilized to notify affected agencies.
9. Provide details that allow for API for other third-party vendors that each contracted fire department may utilize for staffing, training, etc.
10. Establish data ownership.
11. Provide mobile applications compatible with Android, Apple and Windows based programs.
12. Provide history of reliability – access to cloud and access to technical support.
13. Provide example or sample reports that align with section 5.2 of the scope of work

6.2.4 SECTION D – PROJECT TEAM/ PERSONNEL AND IMPLEMENTATION PLAN

This section covers various aspects of the successful Offeror's approach to the proposed Project Team and implementation plan for this project. Please respond with as much relevant detail as possible given the information you've been provided in this RFP.

- Project Team: Provide names, roles, involvement levels and durations, and relevant experience for each person on the team.
- Explain how your organization ensures that personnel performing the services are qualified and proficient.
- Experience with the implementation and configuration of other comparable systems.
- Provide a summary project delivery schedule that aligns with this project scope.
- Provide a detailed plan and timeline for implementing the proposed software solution and services listed below. At a minimum, the plan should address the following.
 - Engagement preparation
 - Solution Planning
 - Solution Implementation
 - Testing
 - User/System Documentation
 - Training (User, System/Security Administrator)
 - Customer deliverables

- Engagement close out plan.
- Customer Support: Define “levels” (i.e. gold, silver, etc.) of support and associated response times, if applicable. Define what level of support is being proposed. Include problem reporting and resolution procedures.
- Third Party Solution Support (if applicable)
- Guarantees and Warranties: provide details of all guarantees and warranties that are included in the solution.

6.2.5 SECTION E – MAINTENANCE AND SUPPORT PROGRAM

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

Maintenance

- Describe the details and duration of any manufacturer’s warranty on proposed software system.
- How often do you provide product updates? Include the firm’s willingness and plan for keeping its products up to date.
- What is included in the annual maintenance contract?

Support

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

6.2.6 SECTION F – 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 information below.

- Name of Client/Firm
- Contact Name and Title
- Address
- Direct Phone Number
- Email Address
- Length of Relationship
- Summary of Software System Provided

6.2.7 SECTION G – COST PROPOSAL

The cost proposal shall include the following items in an itemized format:

- 1) Total cost for implementation for data conversion
- 2) Annual maintenance for a period of not more than three (3) years.

- 3) Cost of training sessions for onsite and virtual training for administrators and users.
- 4) Annual licensing based upon UNLIMITED concurrent user licenses per contracted fire department or career fire marshal's office.
- 5) Cost of integration and interface with the OSSI Sungard CAD program utilized by the Union County 911 center.
- 6) Cost of integration for third-party software vendors such as Target Solutions, IOPS 360, ADP Payroll, Paychecks Payroll, Aladtec Scheduling Software shall be included in the RFP.

6.2.8 SECTION H – REQUIRED FORMS

Offerors **must complete and include signed copies** of the following documents:

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

6.3 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.

6.4 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	15%
Methodolog/Operation, Reporting, Project Team and Implementation Plan	45%
Maintenance and Support Program	25%
Cost Proposal & Compliance with Submittal Requirements	15%

Vendors may be invited to give a demonstration of the capabilities of the proposed solution to the Union County evaluation team. The successful Offeror’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 Software Solution, , 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.

6.5 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 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.

6.6 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.

7 GENERAL CONDITIONS AND REQUIREMENTS

7.1 TERMS AND CONDITIONS

The contract award will have an initial term of three (3) years with two (2) two-years 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.

7.2 CONTRACTUAL OBLIGATIONS


The contents of this Proposal and the commitments set forth in the selected Proposal(s) shall be considered contractual obligations if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service Provider(s).

7.3 SUB-CONTRACTOR/PARTNER DISCLOSURE

If the proposal by any Company requires the use of subcontractors, 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.

7.4 EXCEPTION TO THE PROPOSAL

An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the Proposal. All exceptions taken must be identified and explained in writing in the proposal and must specifically reference the relevant section(s) of this Proposal. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to 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.

7.5 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Prior to the scheduled closing time for receiving proposals, any Vendor may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 120 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted. The proposal will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked "Modification of Proposal" – with solicitation number and name on the front of the envelope. Oral, telephone, or fax modifications or corrections will not be recognized or considered.

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 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.

7.8 LICENSES

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

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. 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.

7.10 DRUG-FREE WORKPLACE

During the performance of this Request, the Offeror agrees to provide a drug-free workplace for their employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations

or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace.

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

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, 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
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D. PROFESSIONAL LIABILITY

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

\$1,000,000	Claims Made
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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.

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 2024-087 Record Management System

SUBMIT WITH PROPOSAL

The cost proposal shall include the following items in an itemized format:

- Total cost for implementation for data conversion
- Annual maintenance for a period of not more than three (3) years. Provide pricing for proposed renewal years.
- Cost of training sessions for onsite and virtual training for administrators and users. (Union County Travel rates apply as needed).
- Annual licensing based upon UNLIMITED concurrent user licenses per contracted fire department or career fire marshal's office.
- Cost of integration and interface with the OSSI Sungard CAD program utilized by the Union County 911 center.
- Cost of integration for third party software vendors such as Target Solutions, IOPS 360, ADP Payroll, Paychecks Payroll, Aladtec Scheduling Software shall be included in the RFP.

9 APPENDIX B – PROPOSAL SUBMISSION

RFP 2024-087 Record Management System

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: _____

10 APPENDIX C – ADDENDUM AND ANTI-COLLUSION

RFP 2024-087 Record Management System

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 – SAMPLE VENDOR PAYMENT NOTIFICATION

RFP 2024-087 Record Management System

Informational Purposes Only - Do not submit with proposal.



Finance Department

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

ATTENTION: ACCOUNTS PAYABLE VENDORS

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

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

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

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

If you wish to receive payment via the County's VISA card, please contact Heather Howey at 704-283-3539, or send an email to ap@unioncountync.gov and you will be added to the list of vendors accepting the VISA card method of payment.

Union County prefers all vendors participate in one of the two methods described above.

Thank you in advance for your participation.

Please return this completed form and supporting documents to:



Union County -Finance Office
Suite 714, 7th Floor, 500 N. Main Street, Monroe NC 28112

Phone: (704) 283-3886 **Fax:** (704) 225-0664

Email: ap@unioncountync.gov

Authorization for payment via Electronic Funds Transfer (EFT)

Initial Enrollment

Change Information

Today's Date _____

Company Name _____

Street Address _____

City, State, Zip _____

By signing below, I hereby authorize Union County to electronically deposit funds into the account indicated below. I understand that if my banking information changes and Union County is not made aware of this change, then payment may be delayed.

Bank Name _____

Address _____

City, State, Zip _____

Routing/ABA # _____ Bank Acct No. _____

Payment Notification: I hereby authorize the following individual to receive an email notification of payment details for all funds deposited to the above account by Union County.

Name & Title _____

Email Address _____

Phone Number _____

Officer Name & Title _____

Phone Number _____

Signature: _____

FOR ACCOUNT VERIFICATION, PLEASE ATTACH A VOIDED CHECK.

This authorization will remain in effect until Union County has received written notice to discontinue.

Print Form