



County of Orange
Finance and Administrative Services Department – Purchasing Division

RFQ No 367-OC5458

Request for Qualifications to Provide Professional Architectural and Engineering Services for the Link Government Services Center and the Sheriff’s Office Evidence Storage Facility located in Hillsborough, Orange County, North Carolina

I. Purpose:

Orange County, North Carolina, is releasing this Request for Qualifications (hereafter ‘RFQ’) seeking responses from qualified firms to provide professional architectural/engineering services for the design and renovations of the John Link Government Services Center as well as the design and construction of the Sheriff’s Office Evidence Storage Facility. The County is seeking firms whose combination of experience and expertise will provide timely, professional services to the County. The County reserves the right to enter into one or more contracts with any firm selected under this RFQ process. Electronic responses ONLY will be accepted for this solicitation.

The Project will include design, permitting, bidding & award assistance, and renovation/ construction administration services related to the design and renovation of the Link Government Services Center and the site development and construction of the Sheriff’s Office Evidence Storage Facility. Firms should have experience working with Construction Manager at Risk project delivery method, as the County may use this method of procurement.

Information related to this solicitation, including any addenda, will be posted on the County’s website at <https://www.orangecountync.gov/Bids.aspx>. For questions related to this solicitation, contact the County’s Asset Management Services Director:

Alan Dorman
Orange County
Asset Management Services
306 Revere Road
Hillsborough, NC 27278
Phone: 919.245.2627
Email: adorman@orangecountync.gov

II. Project Overview and Scope of Work

A. Renovation of the John Link Government Services Center

The John Link Government Services Center (“Link Center”) will serve as the headquarters for the Orange County Sheriff’s Office. This renovation is the opening stage of the County’s

multi-phase Justice Center Space Needs Project—a long-term capital effort to expand and modernize the County’s justice-related infrastructure. Completing this renovation is critical

for immediate operational improvements and supporting future construction of a new Justice Center annex in a subsequent project phase.

The building currently suffers from significant water intrusion, which has resulted in widespread mold growth. Environmental remediation, including mold abatement and water intrusion mitigation, must be completed before any renovation. The mitigation may require the removal of the entire brick facade. The selected design team will plan and coordinate the mitigation and remediation efforts with their own environmental consultants as part of the overall construction project.

Upon completion of mitigation and remediation, the facility will undergo a comprehensive renovation to meet the needs of a modern law enforcement agency. The building will house the full range of Sheriff’s Office functions, including administrative offices, investigative units, secure work areas, command staff spaces, and briefing and meeting rooms. All renovations must incorporate modern building systems, technology infrastructure, ADA accessibility, life safety and security compliance, and energy-efficient design principles.

As part of the County’s commitment to sustainability, the design team should evaluate the integration of solar power. The Link building had a geothermal heating and cooling system, and so the design should incorporate that existing infrastructure.

B. Design and Construction of the Evidence Storage Facility

The project also includes the design and construction of a new 6,000 sq. ft. Evidence Storage Facility, which will be located on the same property as the Orange County Detention Center. This new facility is a critical investment in secure, scalable evidence handling capabilities that meet the highest accountability and public trust standards.

The facility will be designed to support evidence intake, processing, and storage of a wide range of sensitive materials, including biological samples, digital media, narcotics, and general physical evidence. It will include secure administrative work areas for an evidence technician. The layout and access points of the building must align with existing Detention Center operations and maintain strict adherence to security protocols.

The design must comply with national best practices and follow standards established by the International Association for Property and Evidence. The building must be highly secure, operationally efficient, and designed to scale as the County’s needs grow. Sustainability will be a key component of the design process, with the County requiring the design team to evaluate the feasibility of solar energy generation and geothermal systems at the site.

The proximity of the facility to the Detention Center offers strategic advantages in terms of logistics, access, and security. The selected firm must ensure the design fully leverages these site advantages while delivering a high-performance facility that serves the Sheriff’s Office effectively for years to come.

C. Project Governance and Scope of Services

The selected firm will be expected to manage both scopes of work as a unified project, maintaining consistent communication, collaborative planning, and coordination with Orange County leadership. The project will be overseen by an Owner Design Committee that includes representatives from Asset Management Services, the Sheriff's Office, and other relevant County departments. Final approval authority for all design and construction decisions will rest with the County Manager.

Orange County is seeking a design partner who demonstrates deep expertise in justice system facility design and who shares the County's values of transparency, sustainability, operational excellence, and fiscal responsibility. The firm must be capable of delivering high-quality outcomes that align with the County's strategic vision and long-term public safety goals.

Specific Tasks:

- Meet with County representatives and/or other team members as needed to discuss the design concepts and coordinate the Firm's work.
- Work with the Construction Manager at Risk on all aspects of the design, construction, and closeout process.
- Review existing plans and documentation to become familiar with the original design capabilities and configurations.
- Perform field investigations of the areas involved to gain a better understanding
- of existing conditions.
- Provide feasibility analyses or studies.
- Provide construction documents, including drawings and specifications, suitable for review, permit, and bid.
- Provide a timeline for the implementation and completion of this project.
- Provide construction cost estimates.
- Attend required meetings for approvals with local authorities having jurisdiction for a permit or board approvals when necessary.
- Provide assistance with the bidding process and permitting to answer questions and provide plan revisions as required.
- The Contractor will be responsible for all permit and inspection fees.
- Provide oversight of the construction activities.
- Provide shop drawing reviews and responses to RFIs.
- Provide close-out phase services, including, but not limited to, submission of drawings, as-built drawings (in ACAD and PDF Formats), and other project-related documents.

III. Project Background:

A. John Link Government Services Center

The John Link Government Services Center, located at 200 South Cameron Street in downtown Hillsborough, encompassing 25,991 sq. ft. and originally constructed in 1992, has historically served as the main administrative building for County Government. The building has steel framing with concrete floors, masonry facade, and metal/membrane roof. For over three decades, it has played a key role in County operations, providing

flexible space for administrative, public-facing, and support functions. However, in recent years, the building began experiencing persistent water intrusion problems, which led to the displacement of all occupants and rendered the building unfit for use in 2019. The building is currently vacant.

The proposed project will repurpose the Link Center to serve as the new headquarters for the Orange County Sheriff's Office. This relocation will enable the Sheriff's Office to consolidate and expand its operations in a modernized facility specifically designed to meet the needs of a contemporary law enforcement agency. Importantly, the move will also allow the County to unlock valuable space within the existing Justice Center, thus clearing the way for a future Justice Center annex—one of the key long-term priorities in the County's Justice Space Needs project.

Currently, the Sheriff's Office occupies the ground floor of the Justice Center in a space totaling approximately 12,437 square feet. While this space has served its purpose over the years, it is undersized and functionally limited for a growing agency with expanding responsibilities. By transitioning into the renovated Link Center, the Sheriff's Office will gain dedicated space designed to accommodate administrative functions, investigative divisions, command staff, secure areas, and community interface components in a manner that promotes operational efficiency and long-term scalability. Additionally, due to the size of Link, some of the evidence processing that currently occurs within the evidence storage will move to Link as part of the renovation.

B. Evidence Storage Facility

The second component of this initiative arises from long-standing challenges with the Sheriff's Office's current evidence storage setup, which is located beneath the old jail structure. This space was never designed to serve as a long-term evidence storage facility and has struggled for years to keep pace with the operational demands of a modern law enforcement agency. As case volumes, evidence types, and chain-of-custody requirements have grown in complexity, the limitations of the existing facility have become increasingly apparent.

The layout of the current storage area complicates day-to-day operations, with limited capacity, aging infrastructure, and suboptimal security features that hinder efficient processing and preservation of sensitive materials. Its location beneath an outdated structure further exacerbates access challenges and introduces logistical inefficiencies that affect both personnel and case workflows. These operational constraints have placed strain on evidence technicians and introduced avoidable risks to the integrity of stored materials.

The County has identified these deficiencies as a significant obstacle to meeting modern law enforcement standards and accreditation requirements. Addressing them is a critical component of the broader effort to modernize public safety infrastructure and ensure compliance with national best practices in evidence handling.

IV. RFQ Schedule of Events and SOQ:

Advertisement of RFQ:367-OC	July 3, 2025
Deadline for Questions:	July 17, 2025
Deadline for Answers:	July 25, 2025
DUE DATE & TIME FOR SOQs	August 5, 2025 at 2:00 pm
Contract Effective Date	TBD

V. SOQs Submittal:

Proposers must submit one electronic SOQ to Jovana Amaro, Purchasing Manager at finance-purchasing@orangecountync.gov prior to the due date and time for SOQ submissions. Each proposer is solely responsible for the delivery of the SOQ and accepts all risks of late delivery regardless of fault. In addition, offerors accept all risks if the file is corrupted, incorrect, incomplete, or not attached. Any SOQ received after the due date and time for SOQ submission shall not be considered.

All email notifications, as well as any other correspondence sent to the County relating to this RFQ, must contain within the subject line of the email the words **“RFQ No 367-OC5458 Professional Architectural and Engineering Services for the Link Government Services Center and the Sheriff’s Office Evidence Storage Facility located in Hillsborough, Orange County, North Carolina”**. The purpose of this email notification requirement is to allow staff to see questions as they come in quickly.

Interested firms are invited to submit any written questions they may have relating to this project. All questions must be submitted via email, with the aforementioned subject line heading, to Alan Dorman, by **July 17, 2025**. All questions will be compiled, and a complete list of written questions and answers will be included in an addendum, which will be posted on the County’s website at <https://www.orangecountync.gov/Bids.aspx>. Offerors are encouraged to check Orange County’s website regularly for updates.

Proposals must be submitted by **August 5, 2025, no later than 2:00 PM** as detailed below. Firms shall provide all submittal components in one Portable Document Format (PDF) transmitted through electronic mail (email). The file size is limited to 15 MB. The proposals shall be as one package for all items outlined within the scope of services. SOQ submission shall include bookmarks that link to sections to allow easy document navigation.

Orange County reserves the right to reject any and all proposals.

Minority Bidders: Orange County encourages all businesses, including minority, and women owned businesses to respond to all RFPs, ITBs, and RFQs.

VI. SOQs Contents:

Firms shall populate all attachments of this RFQ that require the Firm to provide information and include an authorized signature where requested. Firm’s RFQ responses shall include the following items and those attachments should be arranged in the following order:

Section 1: Cover Letter

In addition to introductory remarks, describe what makes your team uniquely qualified for this project. (Maximum of one page length).

Section 2: Provider Qualifications

Submittals must include a Provider overview and a brief description of the Provider's history. A Project organizational chart and description may be included. Key members of the Project team should be included in the organizational chart. Clearly identify the prime contractor and any sub- contractors, if relevant, and the general roles of each on the Project (Maximum of 4 pages length)

Section 3: Team Member Qualifications:

Detailed background information regarding personnel for at least the key team members, including:

- Professional registrations and certifications, listing applicable state(s)
- Office location
- Position title
- Length of service in current position
- Role in past projects of a similar nature
- A description of the current workload for identified individuals.

The expectation is that the team members presented in the response will be actively engaged in the project. (Maximum of ten pages total)

Section 4: An explanation of how the firm will adhere to the scope of work including a proposed work timeline that appropriately meets the goals of this project. This narrative should include an explanation of the following:

- An indication of your understanding of the project.
- Firm's demonstrated experience providing design services for renovation and construction projects of similar size, scope, and/or site within the past five (5) years, project team performance.
- Descriptions of similar projects that the firm has completed.
- Timeline shall be for all itemized projects as one project.
- Any information on lawsuits filed that include the lead architectural or engineering firms within the past 5 years and the outcomes of any suits.
- Information on the lead architectural and engineering firms' financial capacity to complete this project.

Section 5: References

A minimum of three references for similar projects, including:

- The name and date of the project,
- The location of the client, and
- A contact name including relevant contact information.
- At least one of these references should be able to describe the proposed project

manager's experience and qualifications.

(Maximum of 5 pages total)

Section 6: Design Innovation

Elaborate on other factors that may be relevant to the Project, including but not limited to innovative and/or efficient engineering design and construction methodologies (Maximum of 2 pages of content).

Section 7: Required Information and Forms

Firms shall populate all attachments of this RFQ that require the Firm to provide information and include an authorized signature where requested. Firm's RFQ responses shall include the following required forms and/or acknowledgements.

1. Acknowledgement of Receipt of any Addenda
2. Orange County Living Wage Contractor Policy form
3. E-verify Affidavit form
4. Orange County Non-Discrimination Certification form
5. Supplemental Vendor Information: Historically Underutilized Businesses form

The page limits only apply to the specific sections. There is not an overall page limit for your submittal.

All submittals, exhibits, responses, attachments, reports, charts, schedules, maps, and illustrations shall become the property of Orange County upon receipt. PDF files should include bookmarks that link to sections to allow easy document navigation. Proposals may not use less than 12-point Times New Roman font. Other fonts are acceptable, but they should not be smaller than 12 points. Since qualification packages can be submitted electronically, page limitations in this RFQ refer to pages of content. The page limitations do not include front cover, back cover, section dividers, or table of contents if included. Offerors shall provide all submittal components in one Portable Document Format (PDF).

All submittals received will be reviewed against the selection criteria outlined in this RFQ by a selection committee composed of County staff. A shortlist will be developed.

VII. Selection Criteria:

All submittals will be ranked based on qualifications. Orange County will establish a short list of candidates and schedule interviews accordingly. The following criteria will be the basis on which consultants will be evaluated (in no particular order):

- Appropriate expertise and experience in developing projects of this nature, (15 points)
- Past performance of the lead consulting firm, on similar projects, (15 points)

- Adequate and experienced staff and proposed team for the project, (15 points)
- Recent experience with successfully maintaining project schedules and budgets, (10 points)
- Current workload and firm capacity, (10 points)
- Understanding of the area where the project is located, (10 points)
- Working arrangements with necessary consultants, and (15 points)
- Other factors that may be relevant to the project. (10 points)

Orange County will begin contract negotiations with the firm determined to be the most qualified. In the event that a contract cannot be negotiated with the first firm, the County

reserves the right to negotiate with the next qualified firm(s) until a contract can be reached.

VIII. General Requirements:

Living Wage

Orange County is committed to providing its employees with a living wage and encourages agencies it funds to pursue the same goal. A copy of Orange County's Living Wage Contractor Policy is included as a part of this RFQ.

E-Verify

HB789 imposes E-Verify requirements on contractors who enter into certain contracts with state agencies and local governments. The legislation specifically prohibits governmental units from entering into certain contracts "unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 65 of the General Statutes." (Article 2 of Chapter 65 establishes North Carolina's E-Verify requirements for private employers.) It is important to note that the verification requirement applies to subcontractors as well as contractors. The new laws specifically prohibit governmental units from entering into contracts with contractors who have not (or their subcontractors have not) complied with E-Verify. A copy of E-Verify is included as part of this RFQ.

Orange County Nondiscrimination Certification

It is the policy of Orange County not to enter into a contract with any business, company, or firm that has discriminated in the solicitation, selection, hiring or treatment of vendors, suppliers, subcontractors, or commercial customers against a Protected Class, or on the basis of any otherwise unlawful use of individual or personal characteristics regarding such vendor's, suppliers, commercial customers, employees, or owners in connection with a county contract or solicitation; provided that nothing in this non-discrimination policy shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that has occurred or is occurring in the marketplace. A copy of the Orange County Nondiscrimination Certification is included as part of this RFQ.

The Living Wage, E-Verify, and Non-discrimination Certification forms shall be returned with the offeror's submission. These attachments will not count toward the page limit requirements.

IX. Submission Requirements:

Interested firms are required to submit an electronic copy of their submittal by 2:00 p.m. EST on **August 5, 2025**, and include all information as detailed herein. Submittals must be less than 15 MB in size.

The County will not accept submittals that are received after the 2:00 p.m. deadline. It is the responsibility of the consultant to ensure that the proposal is received by the deadline date and time detailed herein.

X. Business registration:

The firm selected under this RFQ will be required to have an active business registration with the North Carolina Secretary of State.

XI. North Carolina Public Records:

Proprietary information may be submitted as part of the proposal/SOQ. Please clearly mark only the sections or pages that contain proprietary information with the word **“CONFIDENTIAL.”** Information and records submitted to Orange County are governed by the N.C. Public Records Act, as set forth in N.C. General Statutes 132-1, et. seq. Applicants are encouraged to review the applicable Statutes before submitting any information or documentation deemed to be proprietary.

XII. Insurance Requirements

The Firm shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by County's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage-Requirements

<https://www.orangecountync.gov/DocumentCenter/View/1866/MinimumInsurance-Coverage-Requirements-PDF>

SUBMIT WITH PROPOSAL

Addendum Acknowledgement Form

Consultants must acknowledge receipt of addendums posted by Orange County before the RFP/RFQ deadline. Please initial for Addendums received.

Addendum No 1 _____

Addendum No 2 _____

Addendum No 3 _____

SUBMIT WITH PROPOSAL

Section I:	General Government and Administration
Policy 10.0:	Living Wage Contractor Policy
Reviewed by:	County Attorney/County Manager
Approved by:	County Manager
Original Effective Date:	April 21, 2016
Revisions:	August 1, 2016

Policy Statement

It is the policy of Orange County to ensure its employees, and all individuals who provide services for Orange County, are paid a living wage.

Purpose

To encourage all vendors and contractors to pay a living wage to all employees who perform work pursuant to a contract with Orange County.

Applicability

Applies to all Orange County contracts and purchases.

Policy

10.1 Living Wage

10.1.1 Orange County is committed to providing its employees with a living wage and encourages all contractors and vendors doing business with Orange County to pursue the same goal. Orange County's living wage is as reflected in the adopted Orange County Budget and as that budget document is amended from time to time. To the extent possible, Orange County recommends that contractors and vendors seeking to do business with Orange County provide a living wage to their employees.

10.1.2 Prior to final execution of a contract with Orange County all contractors and vendors seeking to do business with Orange County shall submit to the County's representative a statement indicating whether those employees who will perform work on the Orange County contract are paid at least the living wage amount set out above. If such employees do not make at least the living wage amount set out above the contractor or vendor shall indicate in the statement the actual amount paid to such employees. For bid projects this statement should be submitted as part of the bid packet.

This policy may be reviewed annually and updated as needed by the Manager's Office

Acknowledged Receipt by: _____

Company Name: _____

Date: _____

SUBMIT WITH PROPOSAL

STATE OF NORTH CAROLINA

AFFIDAVIT

ORANGE COUNTY

I, _____(the individual attesting below), being duly authorized by and on behalf of _____(The entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify 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 in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
 - a. YES _____, or
 - b. NO _____
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina, _____ County

Signed and sworn to (or affirmed) before me, this the _____
day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

Chapter 12 Civil Rights.

Sections 12-23 – 12-49 Reserved.

AN ORDINANCE PROHIBITING DISCRIMINATION THROUGHOUT ORANGE COUNTY

Sec. 12-50. - Title.

This Ordinance shall be known and may be cited as the Orange County Non-Discrimination Ordinance.

Sec. 12-51. – Policy and Severability.

- (a) It is the policy of Orange County not to enter into a contract with any business, company, or firm that has discriminated in the solicitation, selection, hiring or treatment of vendors, suppliers, subcontractors or commercial customers against a Protected Class, or on the basis of any otherwise unlawful use of individual or personal characteristics regarding such vendor's, suppliers, commercial customers, employees, or owners in connection with a county contract or solicitation; provided that nothing in this non-discrimination policy shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that has occurred or is occurring in the marketplace.
 1. It is the policy of Orange County that every Orange County created contract and subcontract for goods or services shall contain a non-discrimination clause that prohibits discrimination as that term is defined herein.
- (b) It is further the policy of Orange County that discrimination has no place in Orange County, North Carolina and it is the intent of this ordinance to provide uniform legal protection to individuals in all Protected Classes, making it unlawful for any person to discriminate in housing, public accommodations, and transportation.
- (c) Should any provision of this Ordinance be found to be unconstitutional by a court of law such provision shall be severed from the remainder of the Ordinance and such action shall not affect the enforceability of the remaining provisions of the Ordinance.

Sec. 12-52. - Definitions.

- (a) *Discrimination* means any disadvantage, difference, or distinction in the solicitation, selection, hiring, service to, or treatment of a vendor, supplier, subcontractor, or customer on the basis of Protected Class status or on the basis of any otherwise unlawful use of personal or individual characteristics.
- (b) *Housing* and *public accommodations* have the same common meaning as those terms are defined in the Orange County Civil Rights Ordinance.
- (c) *Person* means any individual, business, or company, regardless of organizational structure, providing for profit goods, facilities, services, accommodations, transportation, or access to the general public.
- (d) *Protected Class* means age (as defined in the Orange County Civil Rights Ordinance), race, ethnicity, color, national origin, religion, creed, sex, sexual orientation, gender, gender identity, gender expression, marital status, familial status, source of income, disability, political affiliation, veteran status, disabled veteran status.
- (e) *Public Accommodation* has the same meaning as that term is defined in the Orange County Civil Rights Ordinance except that for purposes of this Ordinance Public Accommodation includes:
 1. Transportation companies and transportation providers operating company-owned or privately-

owned vehicles providing transportation to the general public; and

2. Private residences providing short-term rentals to members of the general public. A short-term rental means the provision of a room, space, or residential unit that is suitable or intended for occupancy for dwelling, sleeping, or lodging purposes, for a period of fewer than 30 consecutive days, in exchange for a charge for the occupancy.

Sec. 12-53. - Contractor bid requirements.

- (a) All requests for bids or proposals issued for county contracts shall include a certification to be completed by the bidder or proposer in substantially the following form:

The undersigned bidder or proposer hereby certifies and agrees that the following information is correct:

1. In preparing its enclosed bid or proposal, the bidder or proposer has considered all bids and proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in Section 12-52 of the Orange County Non-Discrimination Ordinance.
2. Without limiting any other remedies that Orange County may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for Orange County to reject the bid or proposal submitted with this certification, and terminate any contract awarded based on such bid or proposal. It shall also subject the bidder or proposer to disqualification from participating in county contracts or bid processes for up to two years.
3. As a condition of contracting with Orange County, the bidder or proposer agrees to promptly provide to Orange County all information and documentation that may be requested by Orange County from time to time regarding the solicitation and selection of suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information constitutes grounds for Orange County to reject the bid or proposal and to terminate, without penalty to Orange County, any contract awarded on such bid or proposal. All such information and documentation shall be maintained for a period of three years after the expiration of the contract.
4. As part of its bid or proposal, the bidder or proposer shall provide to Orange County a list of all instances within the past ten years where a complaint was filed or pending against bidder or proposer in a legal or administrative proceeding alleging that bidder or proposer discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
5. As a condition of submitting a bid or proposal to Orange County the bidder or proposer agrees to comply with the Orange County Non-discrimination Ordinance. Falsification of this certification shall constitute a violation of the Orange County Non-Discrimination Ordinance and shall be grounds for rejection of the bid or proposal or termination, without fault to Orange County, of a contract.
6. As a condition of submitting a bid or proposal to Orange County the bidder or proposer agrees that Orange County may consider the information submitted as part of this certification in its determination of the responsibility of the bidder or proposer. The bidder or proposer, as the case may be, waives the right to challenge the rejection of a bid or proposal when such rejection is based, in its entirety, on information contained in this certification.

Sec. 12-54. - Prohibited acts.

- (a) It shall be unlawful for any person to deny any person the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation on the basis of Protected Class status or on the basis of any otherwise unlawful use of individual or personal characteristics.
- (b) It shall be unlawful for any person to make, print, circulate, post, mail or otherwise cause to be published a statement, advertisement, or sign which indicates that the full and equal enjoyment of the transportation, access, goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation will be refused, withheld from, or denied any person on the basis of Protected Class status or on the basis of any otherwise unlawful use of individual or personal characteristics, or that any person's patronage of or presence at a place of public accommodation is objectionable, unwelcome, unacceptable, or undesirable on the basis of Protected Class status or on the basis of any otherwise unlawful use of individual or personal characteristics; provided, however, this section does not apply to a private club or other establishment not, in fact, open to the public.
- (c) It shall be unlawful for any person to intentionally or knowingly:
 - 1. Perform or attempt to perform any act which directly or indirectly results in an individual's bodily injury or property damage where such act is directed at an individual or a group of individuals because of that person's or that group's perceived or actual Protected Class status or on the basis of any otherwise unlawful use of individual or personal characteristics.
 - 2. Solicit, encourage, compensate, assist, or conspire with another to perform or attempt to perform any act which directly or indirectly results in an individual's bodily injury or property damage where such act is directed at an individual or a group of individuals because of that person's or that group's perceived or actual Protected Class status or on the basis of any otherwise unlawful use of individual or personal characteristics.
- (d) No person shall be found to have violated this Ordinance solely on the basis of the content of any speech or communication used by such person.

Sec. 12-55. Exemptions.

- (a) All applicable exemptions found in Section 12-11 of the Orange County Civil Rights Ordinance related to housing shall apply to alleged violations of Section 12-54 of this Ordinance.

Sec. 12-56. Investigation, Enforcement, and Remedy.

- (a) Sections 12-16 through and including 12-21 of the Orange County Civil Rights Ordinance shall be followed and adhered to during the investigation of any alleged violation of this Ordinance. Any remedies available through said sections of the Orange County Civil Rights Ordinance shall be available hereunder.

SUBMIT WITH PROPOSAL

ORANGE COUNTY NONDISCRIMINATION CERTIFICATION

The undersigned bidder or proposer hereby certifies and agrees that the following information is correct:

1. In preparing its enclosed bid or proposal, the undersigned bidder or proposer has considered all bids and proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in Section 12-52 of the Orange County Non-discrimination Ordinance.
2. Without limiting any other remedies that Orange County may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for Orange County to reject the bid or proposal submitted with this certification, and terminate any contract awarded based on such bid or proposal. It shall also subject the bidder or proposer to disqualification from participating in county contracts or bid processes for up to two years.
3. As a condition of contracting with Orange County, the undersigned bidder or proposer agrees to promptly provide to Orange County all information and documentation that may be requested by Orange County from time to time regarding the solicitation and selection of suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information constitutes grounds for Orange County to reject the bid or proposal and to terminate, without penalty to Orange County, any contract awarded on such bid or proposal. All such information and documentation shall be maintained for a period of three years after the expiration of the contract.
4. As part of its bid or proposal, the undersigned bidder or proposer shall provide to Orange County a list of all instances within the past ten years where a complaint was filed or pending against bidder or proposer in a legal or administrative proceeding alleging that bidder or proposer discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
5. As a condition of submitting a bid or proposal to Orange County the undersigned bidder or proposer agrees to comply with the Orange County Non-discrimination Ordinance. Falsification of this certification shall constitute a violation of the Orange

County Non-Discrimination Ordinance and shall be grounds for rejection of the bid or proposal or termination of an existing contract, without fault or further obligation to Orange County.

6. As a condition of submitting a bid or proposal to Orange County the undersigned bidder or proposer agrees that Orange County may consider the information submitted as part of this certification in its determination of the responsibility of the undersigned bidder or proposer. The undersigned bidder or proposer, as the case may be, waives the right to challenge the rejection of a bid or proposal when such rejection is based, in its entirety, on information submitted as part of this certification.

The bidder or proposer certifies the undersigned has full authority to sign on its behalf.

By: _____

Printed Name and Title

On behalf of _____

Company or Corporate name

SUBMIT WITH PROPOSAL

Supplemental Vendor Information: HISTORICALLY UNDERUTILIZED BUSINESSES

Vendor Name: _____ **Date:** _____

Per G.S. 143-128.4, Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent (51%) owned and operated by an individual(s) who are members of the following groups: Black, Hispanic, Asian American, American Indian, Female, Disabled, Disadvantaged.

The Vendor shall respond to question No 1 and No 2 below.

1) Is Vendor a Historically Underutilized Business? **Yes** **No**

If yes, please select from the following:

- | Ethnicity: | Gender | Disabled |
|---|--|-------------------------------------|
| <input type="checkbox"/> Black | <input type="checkbox"/> Male | <input type="checkbox"/> Yes |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> Female | <input type="checkbox"/> No |
| <input type="checkbox"/> Asian American | | |
| <input type="checkbox"/> American Indian | | |

2) Is Vendor Certified with North Carolina as a Historically Underutilized Business? **Yes** **No**

If so, state HUB classification: _____

Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330.

[Departmental Use Only]
TITLE
FY

NORTH CAROLINA

SERVICES AGREEMENT RFP/RFQ

ORANGE COUNTY

This Services Agreement (hereinafter “Agreement”), made and entered into this _____ day of _____, 20____, (“Effective Date”) by and between Orange County, North Carolina a political subdivision of the State of North Carolina (hereinafter, the "County") and _____, (hereinafter, the "Provider").

WITNESSETH:

That the County and Provider, for the consideration herein named, do hereby agree as follows:

1. Services

a. Scope of Work.

- i) This Services Agreement (“Agreement”) is for services to be rendered by Provider to County with respect to (*insert type of project*):
- ii) By executing this Agreement, the Provider represents and agrees that Provider is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.
- iii) Time is of the essence with respect to this Agreement.
- iv) The services to be performed under this Agreement consist of Basic Services, as described and designated in Section 3 hereof. Compensation to the Provider for Basic Services under this Agreement shall be as set forth herein.

2. Responsibilities of the Provider

a. Services to be provided. The Provider shall provide the County with all services required in Section 3 to satisfactorily complete the Project within the time limitations set forth herein and in accordance with the highest professional standards.

b. Standard of Care.

- i) The Provider shall exercise reasonable care and diligence in performing services under this Agreement in accordance with the highest generally accepted standards of this type of Provider practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Provider is solely responsible for the professional

quality, accuracy and timely completion and submission of all work related to the Basic Services.

- ii) Provider shall be responsible for all errors or omissions of its agents, contractors, employees, or assigns in the performance of the Agreement. Provider shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the County.
- iii) The Provider shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the County. No permission for subcontracting shall create, between the County and the subcontractor, any contract or any other relationship.
- iv) Provider is an independent contractor of County. Any and all employees of the Provider engaged by the Provider in the performance of any work or services required of the Provider under this Agreement, shall be considered employees or agents of the Provider only and not of the County, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Provider.
- v) If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Provider represents that it or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.
- vi) Should this Agreement involve project designs, the construction or creation of which is to be bid out or fulfilled by other contractors, and bidding or negotiation with contractors produce prices which, when added to the other elements of the approved total project cost, produce a cost that is in excess of the approved total project cost, the Provider shall participate with the County in negotiation and design adjustments to the extent such are necessary to obtain prices within the approved total project cost. All activity of the Provider with respect to these matters shall constitute Basic Services and shall be performed by the Provider without additional compensation. If negotiation and design adjustments fail to bring costs within the total project cost the County may reject all bids and Provider will redesign or reduce portions of the project in an effort to reduce the bid prices to within the total project cost and rebid the project. One such redesign is included within Basic Services. If this second letting for bids does not produce bids that are within the approved total project cost initially or after negotiations with the contractor the cost is not reduced to an amount within the total project cost, the Provider is not obligated to engage in further redesign.

3. Basic Services

- a. Basic Services.

- i) The Provider shall perform as Basic Services the work and services described herein and as specified in the County’s Request for Proposals or Request for Qualifications (the “RFP”) “RFP Number _____ for “ _____ ” issued _____, 20_____, and the Provider’s proposal, which are fully incorporated and integrated herein by reference together with Attachments _____ (designate all attachments). In the event a term or condition in any referenced document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of documents shall be as follows: This Agreement, the County’s RFP together with attachments, Provider’s Proposal together with attachments.
- ii) The Basic Services will be performed by the Provider in accordance with the following schedule: (Insert milestones task list, dates and fees. If milestones are not established mark N/A under Milestone Task 1.)

<u>Milestone Task</u>	<u>Milestone Date</u>	<u>Milestone Fee</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

- iii) Should County reasonably determine that Provider has not met the Milestone Dates established in Section 3(a)(ii), County shall notify Provider of the failure to meet the Milestone Date. The County, at its discretion may provide the Provider seven (7) days to cure the breach. County may withhold the accompanying payment without penalty until such time as Provider cures the breach. In the alternative, upon Provider’s failure to meet any Milestone Date the County may modify the Milestone Date schedule. Should Provider or its representatives fail to cure the breach within seven (7) days, or fail to reasonably agree to such modified schedule, County may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Provider. This section shall not be interpreted to limit the definition of breach to the failure to meet Milestone Dates.

4. Duration of Services

- a. Term. The term of this Agreement shall be from _____ to _____.
- b. Scheduling of Services
 - i) The Provider shall schedule and perform its activities in a timely manner so as to meet the Milestone Dates listed in Section 3.

- ii) Should the County determine that the Provider is behind schedule, it may require the Provider to expedite and accelerate its efforts, including providing additional resources and working overtime, as necessary, to perform its services in accordance with the approved project schedule at no additional cost to the County.
- iii) The Commencement Date for the Provider's Basic Services shall be _____.

5. Compensation

- a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the County for all services satisfactorily (as determined by the County) performed pursuant to this Agreement. The maximum amount payable for Basic Services is _____ Dollars (\$ _____). In the event the amount stated on an invoice is disputed by the County, the County may withhold payment of all or a portion of the amount stated on an invoice until the parties resolve the dispute. Payment for Basic Services shall become due and payable in direct proportion to satisfactory services performed and work accomplished. Payments will be made as Project milestones as set out in Section 3(a)(ii) are achieved up to the corresponding milestone fee. *(For example, Provider may invoice for the amount listed as the milestone fee corresponding to the first milestone task upon County's acknowledgement of the satisfactory completion of Task one. Upon the County's acknowledgement that the second Task has been satisfactorily completed Provider may invoice for that corresponding milestone fee.)* Milestone fees shall be the maximum amount payable for its corresponding milestone task which shall not be altered except by written amendment.
- b. Additional Services. County shall not be responsible for costs related to any services in addition to the Basic Services performed by Provider unless County requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.

6. Responsibilities of the County

- a. Cooperation and Coordination. The County has designated (_____) to act as the County's representative with respect to the Project who shall have the authority to render decisions within guidelines established by the County Manager or the County Board of Commissioners and who shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

7. Insurance

- a. General Requirements. Provider shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by County's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) If

County's Risk Manager determines additional insurance coverage is required such additional insurance shall consist of _____ (if no additional insurance required mark N/A as being not applicable). Provider shall not commence work until such insurance is in effect and certification thereof has been received by the County's Risk Manager.

8. Indemnity

- a. Indemnity. To the extent authorized by North Carolina law the Provider agrees, without limitation, to defend, indemnify and hold harmless the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from property damage or bodily injury including death to any person or persons caused in whole or in part by the negligence or misconduct of the Provider except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Provider to indemnify the County to the fullest extent permitted under North Carolina law.

9. Amendments to the Agreement

- a. Changes in Basic Services. Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the County and the Provider. The Provider shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the County.

10. Termination

- a. Termination for Convenience of the County. This Agreement may be terminated without cause by the County and for its convenience upon seven (7) days prior written notice to the Provider.
- b. Other Termination. The Provider may terminate this Agreement based upon the County's material breach of this Agreement; provided, the County has not taken all reasonable actions to remedy the breach. The Provider shall give the County seven (7) days' prior written notice of its intent to terminate this Agreement for cause. Either party may terminate this Agreement upon notice to the other party that obligations pursuant to this Agreement are made impractical due to declarations of emergency by Orange County or by North Carolina due to events directly impacting Orange County. Both parties shall remain responsible for all payment and performance due up to the receipt of such notice, but shall have no further obligation or responsibility beyond that date provided the terminating party has taken all reasonable steps to complete the performance of its obligations.
- c. Compensation After Termination.
 - i) In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the Provider. Upon request of the County, the Provider shall submit to County all

relevant documentation, including but not limited to, job cost records, to support its claims for final compensation.

- ii) Should this Agreement be terminated, the Provider shall deliver to the County within seven (7) days, at no additional cost, all deliverables including any electronic data or files relating to the Project.
- d. Waiver. The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Provider with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.
- e. Suspension. County may suspend the Basic Services and this Agreement at any time for County's convenience and without penalty to County upon three (3) days' notice to Provider. Upon any suspension by County, Provider shall discontinue the Basic Services and shall not resume the Basic Services until notified to proceed by County.

11. Additional Provisions

- a. Limitation and Assignment. The County and the Provider each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County nor the Provider shall assign or transfer its interest in this Agreement without the written consent of the other.
- b. Governing Law. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.
- c. Compliance with Laws. Provider shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal anti-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each Orange County policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) Any violation of this requirement is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination. By executing this Agreement Provider affirms that Provider and any subcontractors of Provider are and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.58. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81.
- d. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this

Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Binding arbitration may not be initiated by either Party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of a suit or action.

- e. Entire Agreement. This Agreement, together with the RFP and its attachments and the Proposal and its attachments, represents the entire and integrated agreement between the County and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.
- f. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.
- g. Ownership of Work Product. Should Provider's performance of this Agreement generate documents, items or things that are specific to this Project such documents, items or things shall become the property of the County and may be used on any other project without additional compensation to the Provider. The use of the documents, items or things by the County or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the County.
- h. Non-Appropriation and Government Action. Provider acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable or not appropriated for the performance of County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to Provider of the unavailability or non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement.

In the event of a change in the County's statutory authority, mandate or mandated functions, by state or federal legislative or regulatory action, which adversely affects County's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to County upon written notice to Provider of such limitation or change in County's legal authority.

- i. Signatures. This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the consent of the Parties to utilize electronic signatures and the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.
- j. Notices. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County
Attention:
P.O. Box 8181
Hillsborough, NC 27278

Provider's Name & Address

IN WITNESS WHEREOF, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

ORANGE COUNTY:

PROVIDER:

By: _____

By: _____

Printed Name and Title

ORANGE COUNTY—INTERNAL USE ONLY

Finance Information

Vendor Name: _____ Vendor Contact Person: _____ Phone: _____ Address: _____ City _____ State: _____
Zip: _____ Department: _____ Amount: _____ Purpose: _____ Budget Code(s): _____ Vendor # _____
Vendor Status with NCSOS: _____ Vendor is a BOCC consultant: Yes No

Contract Details

Contract Type: New Amendment (Original Contract: _____) (Most Recent Amendment _____)
Effective Date _____ End Date _____ Notice Date _____ (Notice Purpose _____)

Award

Approved by Board (Agenda Date: _____); Made or Administered by _____

Signature Authority

- BOCC Express Delegation (Agenda Date: _____)
- Policy 9.4: Under \$5,000; Service Under \$90,000; Construction Under \$250,000
- Budget Policy Section XV (Capital Improvement Project: _____)

Bidding

Informal Bidding (\$30k-\$90k); Formal RFP (\$90k+); Other (<\$30k); Exception(# _____)

Department Affirmation

- This agreement is approved as to technical form and content and I as Department Director affirmatively state work on this project has not been initiated prior to execution of the agreement.
- This agreement is approved as to technical form and content. Services related to this agreement have already begun or been completed. Description of the nature of the emergency condition that was addressed:

Department Director's Signature _____ **Date:** _____

Information Technologies

This agreement has been reviewed and is approved as to information technology content and specifications:

Office of the Chief Information Officer _____ **Date:** _____

Inapplicable because no hardware/software purchases or related services

Risk Management

This agreement is approved for sufficiency of insurance standards, specifications, and requirements:

Office of the Risk Management Officer _____ **Date:** _____

Financial Services

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Office of the Chief Financial Officer _____ **Date:** _____

Legal Services

This agreement is approved as to legal form and sufficiency:

Office of the County Attorney _____ **Date:** _____

Clerk to the Board

All DocuSign contracts must be copied to the Clerk upon completion: occlerkdocs@orangecountync.gov

The following signature block is for hard copies only and is not required for DocuSign contracts:

Received for record retention:

Office of the Clerk to the Board _____ **Date:** _____

Revised 01/24

Facility Standards for Evidence

- Exterior walls

The building materials should ideally consist of concrete blocks with concrete filled cells, poured concrete walls, Tilt-up concrete walls, or other similar material. Other types of prefab or modular construction *may* be suitable under some conditions, such as metal or brick buildings.

- Interior walls

It is best to avoid sheetrock or drywall, as it can easily be penetrated. In the event drywall is used, it should be backed with plywood, wire mesh, a double layer of drywall, or laminated gypsum board. All interior walls should extend from the floor to the roof, or the floor pan of the next level. This prevents access into a controlled area by climbing over a wall through a suspended ceiling.

- Windows

The rooms, if possible, should be designed without windows. In the event windows are present in an existing structure, they should be fitted with bars or mesh to enhance security and discourage entry.

- Roof

The exterior roof should be constructed of materials that are resistant to entry and meets current disaster resistant building codes for the risks associated with the location, i.e.: tornado, hurricane, earthquake, or wild fire.

- Doors

Exterior doors should be metal clad with metal frames. The hinges to these doors should always be located on the inside unless they are special security hinges.

Interior doors should be solid-core or metal clad. Half-doors or Dutch-doors, where permitted by code, should be dead-bolted on both halves.

- Ventilation

The property room should be ventilated in a manner that controls heat, cold, humidity, and odors. Special consideration should be given to DNA related storage areas to control heat and humidity that tends to degrade biological evidence. Maintaining the room temperature in a controlled environment (60 to 75 degrees, with relative humidity that does not exceed 60% is recommended).

Any area that is used for storing drugs should be independently ventilated in a manner that noxious fumes are removed from the building, and not re-circulated into the building's heating, ventilation, and air conditioning (HVAC) system. The proper design of a drug storage area should include a "negative pressure" ventilation system that changes the air in the storage room approximately 10-12 CPH (changes per hour).

Facility Standards for Evidence

Heating, air conditioning, and ventilation system duct or registers should be constructed to prevent unauthorized entry into the secure storage area.

- Location

Vertical movement between floors may create both logistical and efficiency issues.

- Layout

A well-designed property room will provide office space for the property officer located outside of the actual evidence storage area. Having the office adjacent to the storage area provides a workstation that is not within the confines of the secure storage area.

The layout of the long-term storage areas should include separate enhanced security areas for firearms, drugs, and money. Storage areas for general evidence should include specifically designated storage areas for envelopes, paper bags, boxes, long items, bulky items, biohazards, flammables, hazardous materials, items pending destruction, items pending auction, Found Property, and Property for Safekeeping.

- Cold storage

Refrigerator and freezer units should be equipped with an alarm system to indicate if there is a rise in temperature and/or equipment malfunction. The alarm should be monitored 24/7 by automatic notification to designated personnel.

- Vehicles

Ideally, all vehicles seized as evidence should be managed by the evidence custodian, utilizing the same controls, limited access, and documentation afforded to all other types of evidence. Vehicles stored outdoors should remain secure from the public.

- Security

No one other than property unit personnel should have keys or mechanical/electronic access to the property storage areas.

A written access log should be maintained for ANYONE not assigned to the Property Unit.

Key card access is also recommended to track entry and exit into the facility.

All storage areas should be alarmed and monitored on a 24/7 basis. Storage rooms that contain guns, money and drugs should be separately alarmed or independently zoned area whenever possible. A separate silent duress alarm should be placed at the public release area if evidence is stored somewhere off sight.

All doors into a secure area should be equipped with cameras in addition to those areas where guns, money and drugs are stored. Including cameras where evidence is deposited, such as counters and lockers, can validate when evidence was submitted as well as confirming that evidence was indeed submitted. Camera installation should be considered at the property release counter. Video equipment consisting of controllers and recording

Facility Standards for Evidence

devices should be in a secure location outside of evidence storage only accessible by the property manager, as long as he or she does not have independent access to the storage area.