



Request for Proposals No. 2026-021 Learning Management System (LMS) Replacement

Due Date: April 27, 2026
Time: 11:00 AM EDT
Receipt Location: Procurement & Contract Management Department
(Note: Follow the submittal instructions listed in this document to electronically upload a proposal package)

Non-Mandatory Pre-Proposal Conference

Due Date: April 13, 2026
Time: 11:30 AM EDT
Location: [Non-Mandatory Pre-Proposal Conference](#)

Procurement Representative

Kyle Hodge
Procurement Specialist
704.283.3631
Kyle.Hodge@unioncountync.gov

Contents

1	Notice of Advertisement.....	3
2	Submittal Details.....	4
2.1	PROPOSAL SUBMISSION DEADLINE AND DELIVERY ADDRESS.....	4
2.2	PROPOSAL SUBMISSION REQUIREMENTS	4
2.3	PROPOSAL QUESTIONS.....	4
2.4	PROPOSAL ADDENDUM.....	5
2.5	COMMUNICATION.....	5
3	Introduction	5
3.1	COUNTY.....	5
3.2	PURPOSE.....	5
3.3	PROJECT BACKGROUND.....	6
4	Scope of Service and Service Requirements.....	7
4.1	PLATFORM CAPABILITIES	7
4.1.1	<i>User Experience & Accessibility.....</i>	<i>7</i>
4.1.2	<i>Registration, Enrollment & Automation</i>	<i>7</i>
4.1.3	<i>Compliance Tracking & Reporting.....</i>	<i>8</i>
4.1.4	<i>Content Management & Authoring Tools.....</i>	<i>8</i>
4.1.5	<i>Roles, Permissions & Administration</i>	<i>8</i>
4.1.6	<i>Scalability & Performance</i>	<i>9</i>
4.1.7	<i>Support & Documentation.....</i>	<i>9</i>
4.2	SYSTEM INTEGRATION AND MIGRATION SERVICES	9
4.2.1	<i>Data Migration.....</i>	<i>9</i>
4.2.2	<i>Integration Requirements.....</i>	<i>10</i>
4.2.3	<i>Configuration and Deployment.....</i>	<i>10</i>
4.2.4	<i>Testing and Validation</i>	<i>10</i>
4.2.5	<i>Documentation and Training</i>	<i>10</i>
4.3	ONGOING MAINTENANCE AND SUPPORT	11
4.3.1	<i>System Maintenance</i>	<i>11</i>
4.3.2	<i>Technical Support</i>	<i>11</i>
4.3.3	<i>Platform & Health Monitoring</i>	<i>11</i>
4.3.4	<i>Software Updates.....</i>	<i>11</i>
4.3.5	<i>Reporting & Documentation</i>	<i>11</i>
4.4	PROJECT PHASING AND IMPLEMENTATIONTIMELINE	12
4.4.1	<i>Phase 1 – System Configuration & Core Integrations.....</i>	<i>12</i>
4.4.2	<i>Phase 2 – Countywide Rollout.....</i>	<i>12</i>
4.4.3	<i>Phase 3 – Long-Term Optimization.....</i>	<i>12</i>
4.5	TRAINING AND DOCUMENTATION	12
4.5.1	<i>Administrator and Technical Training</i>	<i>12</i>
4.5.2	<i>Instructors & Content Creators.....</i>	<i>12</i>
4.5.3	<i>Training Deliverables.....</i>	<i>13</i>
4.6	PROJECT MANAGEMENT & IMPLEMENTATION.....	13
4.7	CYBERSECURITY AND IT COMPLIANCE	13
4.7.1	<i>Network and System Security.....</i>	<i>13</i>
4.7.2	<i>SSO & Identity Integration.....</i>	<i>13</i>

4.7.3	<i>Audit Logging & Monitoring</i>	13
4.7.4	<i>Vulnerability Management</i>	14
4.7.5	<i>Data Ownership & Privacy</i>	14
4.7.6	<i>Warranty, Support, and Service Levels</i>	14
4.7.7	<i>Knowledge Transfer</i>	14
5	Detailed Submittal Requirements and Instructions	14
5.1	TERMS OF SUBMISSION.....	14
5.2	PROPOSAL FORMAT	15
5.2.1	<i>Section A – Cover Letter</i>	16
5.2.2	<i>Section B – Company Background and Relevant Experience</i>	17
5.2.3	<i>Section C – Project Team</i>	17
5.2.4	<i>Section D – Project Management, Technical Approach, and Quality Control</i>	18
5.2.5	<i>Section F – References</i>	18
5.2.6	<i>Section G – Cost Proposal</i>	19
5.2.7	<i>Section H – Required Forms</i>	19
5.3	SELECTION PARTICIPANTS	19
5.4	EVALUATION SELECTION PROCESS	20
5.5	AWARD PROCEDURE	21
5.6	CONFLICT CERTIFICATION	21
6	General Conditions and Requirements	22
6.1	TERMS AND CONDITIONS	22
6.2	CONTRACTUAL OBLIGATIONS.....	22
6.3	SUB-CONTRACTOR/PARTNER DISCLOSURE	22
6.4	EXCEPTION TO THE PROPOSAL.....	22
6.5	MODIFICATION OR WITHDRAWAL OF PROPOSAL.....	23
6.6	EQUAL EMPLOYMENT OPPORTUNITY	23
6.7	MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)	23
6.8	LICENSES	23
6.9	E-VERIFY	23
6.10	DRUG-FREE WORKPLACE.....	24
6.11	INSURANCE.....	24
6.12	INDEMNIFICATION	27
7	Appendix A – Cost Proposal	28
	<i>A.2 Pricing Assumptions / Clarifications</i>	29
	<i>A.3 – Authorized Signature</i>	29
8	Appendix B – FUNCTIONAL REQUIREMENTS MATRIX	30
9	Appendix C – Proposal Submission	31
10	Appendix D – Addendum and Anti-Collusion	32
11	appendix F – template contract	33

1 NOTICE OF ADVERTISEMENT

Union County, North Carolina
Request for Proposals No. 2026-021
Learning Management System (LMS) Replacement

Electronic proposals will be received by the Union County's Procurement & Contract Management Department by **11:00 AM Local on April 27, 2026**. Late submittals will not be accepted.

Union County is seeking proposals from qualified firms to provide and implement a modern, enterprise-level Learning Management System (LMS), including system configuration, data migration, integration services, training, and ongoing support.

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 (kyle.hodge@unioncountync.gov) no later than **4:00 PM EDT on April 16, 2026**.

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 & Contract Management Department no later than **11:00 AM Local Time on April 27, 2026**, 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. **A delivery notification email, from LF-Forms@co.union.nc.us, will be sent as your confirmation of receipt. Please add this address to your contact list.**

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 CONFERENCE AND QUESTIONS

A non-mandatory, pre-proposal conference will be held on **April 13, 2026, at 11:30 AM** local time via the attached Teams link, [Non-Mandatory Pre-Proposal Conference](#)

Proposal questions will be due on or before **April 16, 2026, 4:00 PM Local 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 Kyle Hodge kyle.hodge@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 COUNTY

The County (estimated population 263,386) is located in the central, southern piedmont. The County provides its residents with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

3.2 PURPOSE

Union County is seeking proposals from qualified firms to provide and implement a modern, cloud-based Learning Management System (LMS). The intent of this Request for Proposals (RFP) is to procure an enterprise-level platform that enhances the County's ability to deliver employee training, track compliance requirements, create and manage course content, monitor workforce development, and generate advanced reporting and analytics.

This RFP is being issued under N.C. General Statute §143-129.8 for the procurement of information technology goods and services. The County anticipates selecting a vendor to provide the LMS platform, perform implementation and data migration services, integrate with existing County systems, and provide ongoing support, training, and maintenance.

The selected solution should:

- Improve usability and overall learner experience;
- Strengthen compliance tracking and audit readiness;
- Provide robust reporting and analytics capabilities;
- Support scalable course creation, management, and delivery;
- Integrate with County systems (e.g., HRIS, SSO, content tools);
- Offer modern features such as mobile access and optional AI-driven functionality; and
- Align with industry standards for security, accessibility, and cloud service delivery.

Union County encourages vendors to propose flexible, innovative solutions that meet or exceed the requirements outlined in this RFP.

3.3 PROJECT BACKGROUND

Union County currently utilizes a Learning Management System. The county is looking for a platform that supports basic training functions, and will meet the County's long-term needs for functionality, usability, analytics, and integration. According to the County's business case analysis, the current LMS presents several challenges, including:

- Limited learner engagement and lack of gamification features;
- Poor user interface and difficult navigation;
- Restricted reporting capabilities, including limited custom report creation;
- No ability for learners to upload coursework or assignments;
- Content restrictions such as low video size limits;
- Inflexible role-based access and elevated access for some administrative users;
- Limited integration with common content tools (e.g., PowerPoint);
- Slow or inconsistent vendor support; and
- Absence of modern AI-driven features.

To improve training delivery, employee development, compliance tracking, and administrative efficiency, the County seeks to replace the existing LMS with a modern, user-friendly, fully integrated platform. The new system is expected to streamline training processes, automate workflows, increase employee engagement, enhance reporting and analytics, and provide a long-term scalable solution that supports the County's diverse workforce.

The County is not prescribing a specific product or brand and is seeking a solution that delivers a flexible, intuitive, and sustainable LMS platform capable of supporting evolving organizational needs. For disclosure to assure integration, the county currently uses Tyler Technology (Munis) and NEOGOV.

4 SCOPE OF SERVICE AND SERVICE REQUIREMENTS

Union County intends to procure a modern, cloud-based Learning Management System (LMS) capable of supporting countywide employee learning, compliance tracking, reporting, content creation, workflow automation, and long-term workforce development. The LMS must provide a user-friendly experience, integrate with existing County systems, and include ongoing support, training, and maintenance.

The selected Vendor shall deliver a comprehensive, fully implemented LMS solution that includes: system configuration, data migration, integration services, content support, training, documentation, and long-term administration and maintenance.

Proposal must address ensuring that any custom content created or upload to the system can be extracted and kept for future system integrations and address how will data be migrated out of the system for historical purposes if another LMS shift occurs.

4.1 PLATFORM CAPABILITIES

The proposed LMS must be a cloud-hosted, enterprise-level solution that supports the full lifecycle of employee learning and development.

At a minimum, the proposed platform must:

4.1.1 USER EXPERIENCE & ACCESSIBILITY

- Modern, intuitive user interface with personalized dashboards.
- Mobile-responsive interface and native mobile app (iOS/Android preferred).
- WCAG 2.1 AA and Section 508 accessibility compliance.
- Search functionality that is accurate, fast, and user-friendly.
- Optional engagement tools such as gamification, certificates, badges, and leaderboards.

4.1.2 REGISTRATION, ENROLLMENT & AUTOMATION

- Self-service enrollment, automated enrollments, and instructor-assigned courses.

- Automated reminders, notifications, recertification alerts, and escalations.
- Ability to configure prerequisites, learning paths, and required training tracks.
- Support for recurring and compliance-driven coursework.

4.1.3 COMPLIANCE TRACKING & REPORTING

- Real-time dashboards for completions, overdue training, compliance rates, and department-level views.
- Custom report builder with the ability to create and save user-designed reports.
- Exportable data in Excel, PDF, or CSV formats.
- Audit-ready logging and historical training records.
- Supervisor and department head views for direct reports.

4.1.4 CONTENT MANAGEMENT & AUTHORING TOOLS

- Built-in course authoring tools OR seamless integration with common authoring platforms such as:
 - PowerPoint (required)
 - Articulate
 - Rise or Storyline
 - Captivate
- Ability to host videos with reasonable size limits; vendor must specify maximum file size and upload restrictions.
- Centralized content repository with tagging, version control, and permissions.

4.1.5 ROLES, PERMISSIONS & ADMINISTRATION

- Flexible role-based access with granular permissions for:
 - HR administrators
 - Department-level training administrators
 - Internal instructors

- Supervisors
- Learners

☐ Ability to restrict access to sensitive HR fields and ensure no unnecessary visibility for departmental administrators.

☐ Activity logging for all administrative actions.

4.1.6 SCALABILITY & PERFORMANCE

☐ Support for unlimited or high-volume users.

☐ 24/7/365 system availability except for scheduled maintenance.

☐ Ability to scale to additional County departments, divisions, and future functionality without requiring system replacement.

4.1.7 SUPPORT & DOCUMENTATION

☐ Comprehensive technical documentation (administrator guides, API documentation, user guides).

☐ Knowledge base and support portal.

☐ Tier I–III support paths with defined SLAs.

4.2 SYSTEM INTEGRATION AND MIGRATION SERVICES

The selected Vendor shall provide end-to-end integration and migration services to transition from the County's current LMS (NEOGOV Learn) to the new LMS platform.

4.2.1 DATA MIGRATION

Vendor must migrate all applicable LMS data including, at minimum:

- User accounts and profiles
- Training history, completions, and certifications
- Course catalog and learning paths
- Active enrollments and recurring assignments
- Groups, departments, and organizational structures

Vendor must identify any limitations in migrating historical records.

4.2.2 INTEGRATION REQUIREMENTS

The LMS must integrate with the County's existing systems including, but not limited to:

- Active Directory / Single Sign-On (SSO)
- County HRIS (data sync for users, positions, departments)
- Email/Outlook for notifications
- Third-party training content providers
- Microsoft Office tools, including PowerPoint

Vendor shall provide:

- Integration design and configuration
- API or file-based import/export capabilities
- Automated synchronization schedules
- Testing and validation before go-live

4.2.3 CONFIGURATION AND DEPLOYMENT

Vendor shall configure the LMS to align with County policies and organizational structure, including:

- User roles and permissions
- Departments/divisions
- Learning paths and compliance rules
- Branding (logo, colors, County identity)
- Notification templates
- Recertification cycles and renewal rules

4.2.4 TESTING AND VALIDATION

Vendor shall conduct:

- System integration testing
- User acceptance testing
- Workflow testing
- Migration validation
- Pilot deployment before full rollout

4.2.5 DOCUMENTATION AND TRAINING

Vendor shall provide:

- Configuration documentation

- Integration documentation
- Administrator reference materials
- Implementation and change management guides
- Knowledge transfer sessions for County staff

4.3 ONGOING MAINTENANCE AND SUPPORT

Vendor shall provide comprehensive post-implementation support.

4.3.1 SYSTEM MAINTENANCE

- Regular platform updates
- Feature enhancements
- Security patches
- Annual release notes

4.3.2 TECHNICAL SUPPORT

- Helpdesk ticketing system
- Phone/email support
- Defined SLAs for incident response
- Issue tracking and resolution

4.3.3 PLATFORM & HEALTH MONITORING

- System uptime monitoring
- Error and alert notifications
- Performance tracking dashboards
- -What is your guaranteed uptime SLA (e.g., 99.9%, 99.99%) and how is it calculated?
- What service credits or penalties are provided if SLA thresholds are not met?
- What bandwidth requirements are recommended for end users of your system?
- Explain your cloud hosting platform.
- Is your solution multi-tenant or single tenant?

4.3.4 SOFTWARE UPDATES

- Automatic deployments of updates, corrections, and enhancements
- Advance communication of maintenance windows
- Backward compatibility testing

4.3.5 REPORTING & DOCUMENTATION

- Quarterly system health and usage reports

- Training attendance and system adoption insights

4.4 PROJECT PHASING AND IMPLEMENTATION TIMELINE

Vendors shall propose a phased implementation approach that includes:

4.4.1 PHASE 1 – SYSTEM CONFIGURATION & CORE INTEGRATIONS

- Setup of LMS environment
- Configuration of roles, workflows, and departments
- Implementation of SSO and HRIS integration
- Base course catalog setup
- Pilot testing

4.4.2 PHASE 2 – COUNTYWIDE ROLLOUT

- Migration of users and training history
- Departmental onboarding
- Administrator and instructor training
- Go-live support

4.4.3 PHASE 3 – LONG-TERM OPTIMIZATION

- Refinement of reporting, compliance rules, and workflows
- Optional AI-driven features
- Additional content migration
- Ongoing enhancements

Vendor must include a detailed timeline, milestones, staffing, and deliverables.

4.5 TRAINING AND DOCUMENTATION

Vendor shall provide comprehensive training for all groups of County users:

4.5.1 ADMINISTRATOR AND TECHNICAL TRAINING

- LMS configuration
- Reporting and analytics
- Content management
- Integration administration
- Troubleshooting

4.5.2 INSTRUCTORS & CONTENT CREATORS

- Course authoring
- Module design

- Assessment creation
- SCORM and content publishing

4.5.3 TRAINING DELIVERABLES

- User guides
- Quick reference sheets
- Training recordings (if virtual)
- Training materials become County property

4.6 PROJECT MANAGEMENT & IMPLEMENTATION

Vendor must provide:

- Dedicated project manager
- Communication plan
- Change management support
- Risk management plan
- Sample project timeline/Gantt chart

4.7 CYBERSECURITY AND IT COMPLIANCE

The LMS must comply with Union County IT security standards.

4.7.1 NETWORK AND SYSTEM SECURITY

- TLS encryption
- Encrypted data at rest/in transit
- Role-based access control
- MFA support
- SOC 2 / ISO certifications preferred

4.7.2 SSO & IDENTITY INTEGRATION

- SAML 2.0
- Active Directory/Entra ID integration
- MFA compatibility

4.7.3 AUDIT LOGGING & MONITORING

- Admin actions
- User activity
- Access logs
- Exportable log files

4.7.4 VULNERABILITY MANAGEMENT

- Patch schedule
- Incident response process
- Security advisories

4.7.5 DATA OWNERSHIP & PRIVACY

- Union County retains full ownership of all training records, data, and content.
- No data may be shared, sold, or transferred to third parties without written consent.

4.7.6 WARRANTY, SUPPORT, AND SERVICE LEVELS

- Minimum 1-year warranty on all services and platform features
- Defined SLAs for support
- Description of support tiers
- Access to customer success representative

4.7.7 KNOWLEDGE TRANSFER

Vendor must ensure long-term sustainability through:

- Ongoing training
- Annual refreshers
- Updated documentation
- Knowledge transfer sessions

5 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

5.1 TERMS OF SUBMISSION

All material received from a person or company (“Respondent”) in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent’s sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as “Trade Secret – Confidential and Proprietary Information,” and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent's materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

5.2 PROPOSAL FORMAT

The County desires all responses to be identical in format. 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 3, 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 points. 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.

The utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

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 Relevant Experience
- **Section C** – Project Team
- **Section D** – Project Management, Technical Approach, and Quality Control
- **Section E** – References
- **Section F** – Cost Proposal
- **Section G** – Required Forms
 - Appendix B – Proposal Submission (signed)
 - Appendix C – Receipt and Anti-Collusion (signed)

5.2.1 SECTION A – COVER LETTER

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

1. Legal Company Name and DBA (if applicable)

Corporate Headquarters:

Address
Telephone Number
Website Address

Location Providing Service (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."*

5.2.2 SECTION B – COMPANY BACKGROUND AND RELEVANT 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 at least five (5) past projects of similar scope, preferably for local governments or public institutions.
- Scope of services, equipment used, and outcomes.
- Client contact info.
- Summary of company's reputation, timeliness, responsiveness, and issue resolution.
- Disclosure of any litigation, claims, or formal disputes in the last five years.

5.2.3 SECTION C – PROJECT TEAM

- Team structure and org chart
- Roles and responsibilities

- Resumes or bios highlighting qualifications, including certifications in:
 - LMS implementation
 - SaaS deployment
 - Data migration
 - API/SSO integration
 - Training and change management
- Percentage of time each key team member is expected to commit.

5.2.4 SECTION D – PROJECT MANAGEMENT, TECHNICAL APPROACH, AND QUALITY CONTROL

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.

- Implementation methodology
- Detailed workplan including phases, milestones, and deliverables
- Data migration strategy for course history, user records, and past completions
- System configuration approach (roles, departments, workflows, automation rules)
- Integration plan for SSO, Active Directory, HRIS data sync, and third-party tools
- Quality control, testing, and user acceptance procedures
- Strategy for ensuring accessibility and compliance with WCAG 2.1 AA / Section 508
- Risk mitigation strategies
- Approach for ongoing platform updates, release management, and enhancement rollout
- Support and escalation processes

5.2.5 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 LMS platform or services provided

5.2.6 SECTION G – COST PROPOSAL

Respondents shall submit a detailed, itemized cost proposal consistent with the structure provided in **Appendix A – Cost Proposal**. At a minimum, the cost proposal must include:

- Annual subscription/licensing costs (tiered or per-user pricing model)
- One-time implementation costs
- Data migration costs
- Integration/SSO configuration costs
- Training and onboarding costs
- Optional modules or add-ons
- Ongoing support and maintenance costs
- Any third-party content or platform fees
- Hourly rates for additional services not included in the base proposal

Pricing must clearly identify whether items are:

- Subscription/recurring
- One-time/implementation
- Optional services

5.2.7 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)

5.3 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, please do not contact any members of Union County or its staff regarding the subject matter of this RFP until a selection has been made, other than the County's designated contact person identified in the introduction to this RFP.
2. Representatives of Union County will read, review, and evaluate the RFP independently based on the evaluation criteria. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
3. The County will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will assess the RFPs independently in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected respondents.

4. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the RFPs.

5. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the finalist Vendor.

5.4 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the Vendor that represents the best value solution for the County.

In the evaluation and scoring/ranking of Offerors, the County will consider the information submitted in the RFP as well as the meetings (if applicable) with respect to the evaluation criteria set forth in the RFP.

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

RFP Criteria	Weights
Company Background and Experience	25%
Project Team and Qualifications	25%
Project Management, Technical Approach, and Quality Control	30%
Cost Proposal & Compliance with Submittal Requirements	20%

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 Solution, Project Management and Staff	65%
Price, Quality and Relevance of Interview as it Relates to the Scope of the RFP	35%

Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Proposers will be notified in advance of the time and format of such meetings.

5.5 AWARD PROCEDURE

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion.

The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms.

A proposal may be rejected if it is incomplete. Union County may reject any or all proposals and may waive any immaterial deviation in a proposal.

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

The County reserves the right to enter into negotiations with the top ranked Offeror. However, negotiations with the top ranked Offeror does not signify a commitment by Union County to execute a contract or to continue discussions.

The County reserves the right to terminate negotiations at any time and for any reason. The County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous proposal.

The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

5.6 CONFLICT CERTIFICATION

The Offeror must certify that it does not have any actual or potential conflicts of interest with, or adversarial litigation against the County or any of its officers or employees. During the course of the contractual relationship formed pursuant to this solicitation, any such conflict of interest, whether newly arising or newly discovered, must be disclosed to the County in writing.

6 GENERAL CONDITIONS AND REQUIREMENTS

6.1 TERMS AND CONDITIONS

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

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

All proposals submitted in response to this request shall become the property of Union County and as such may be subject to public review.

6.2 CONTRACTUAL OBLIGATIONS

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

6.3 SUB-CONTRACTOR/PARTNER DISCLOSURE

If the proposal by any Company requires the use of 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.

6.4 EXCEPTION TO THE PROPOSAL

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

6.5 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

6.6 EQUAL EMPLOYMENT OPPORTUNITY

All Offerors will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

6.7 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

6.8 LICENSES

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

6.9 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Vendor/Offeror shall ensure that Offeror and any Sub-Contractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

6.10 DRUG-FREE WORKPLACE

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

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

6.11 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

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

A. WORKERS' COMPENSATION

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

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

B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager)
Covering Ongoing and Completed Operations involved in this Agreement.

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

- C. COMMERCIAL AUTOMOBILE LIABILITY
(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000 Combined Single Limit - Any Auto

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

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

- E. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)
(for any agreement involving software applications)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Network Security & Privacy Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

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

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

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).

- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:
 - Department: _____
 - Contract #: _____
- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:
 - Union County
 - Attention: Risk Management Department
 - 500 N. Main Street, Suite #130
 - Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

6.12 INDEMNIFICATION

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

-Intentionally Left Blank-

7 APPENDIX A – COST PROPOSAL

RFP 2026-021 Learning Management System

SUBMIT WITH PROPOSAL

Respondents must provide a complete and itemized cost proposal for all software, services, licensing, implementation, training, optional modules, and ongoing support required to deliver a fully operational Learning Management System. All pricing must be clearly identified as one-time, annual recurring, or optional.

Vendors shall complete all tables below. Additional detail may be attached as needed, but the tables may not be removed.

A. 1. Summary Pricing Table

Cost Item	Unit / Basis	Proposed Cost (\$)	Notes
Base Subscription – Year 1	Annual		
Base Subscription – Year 2	Annual		
Base Subscription – Year 3	Annual		
Base Subscription – Year 4	Annual		
Base Subscription – Year 5	Annual		
Implementation – Configuration	Fixed Fee		
Implementation – Integrations	Fixed Fee		
Implementation – Data Migration	Fixed Fee		
Implementation – Training	Fixed Fee		
Optional Module – Performance Management	Annual		
Optional Module – Skills/Competency Management	Annual		
Optional Module – E-commerce/Public Catalog	Annual		
Optional Module – Gamification/Social Learning	Annual		
Support – Annual Maintenance & Updates	Annual		
Travel (if applicable, NTE per County policy)	As Incurred		
Hourly Rates – Project Manager	Hourly		
Hourly Rates – Technical Consultant	Hourly		
Hourly Rates – Trainer/Instructional Designer	Hourly		

A.2 Pricing Assumptions / Clarifications

Respondents must list all assumptions, conditions, and dependencies used to calculate pricing.

A.3 – Authorized Signature

Company Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

-Intentionally Left Blank-

8 APPENIX B – FUNCTIONAL REQUIREMENTS MATRIX

RFP 2026-021 Learning Management System

SUBMIT WITH PROPOSAL

Vendors must indicate whether their proposed solution meets each of the following functional requirements by entering a code in the "Vendor Response" column. Additional explanatory notes may be provided in the "Comments" column.

Requirement Area	Requirement Description	Meets (Y/N)	Explanation / Notes
Course & Content Management	Upload/deliver large multimedia files, SCORM/xAPI compliance, authoring tools, version control, search.		
Engagement & Learning Modes	Gamification, ILT/VILT/blended learning, scheduling, assessments, surveys, knowledge checks.		
Assignments & Uploads	Allow learners to upload assignments; instructor feedback and scoring.		
Users, Roles & Delegation	Granular roles, least-privilege access, dynamic groups, manager dashboards.		
Reporting & Analytics	Custom reporting, instructor activity, compliance dashboards, AI-driven analytics.		
Integrations	Integrations with Azure AD, Munis/NEOGOV HR, Microsoft 365, Teams, PowerPoint, SharePoint.		
Mobile & UX	Responsive design, WCAG 2.1 AA, mobile app or PWA, offline quiz access.		
Support & SLAs	Tiered support, SLA response times, named CSM, quarterly reviews.		
Security & Compliance	SOC 2 Type II/ISO 27001, encryption, DR RPO/RTO, role-based access logs.		
Implementation & Project Management	Dedicated PM, RAID log, workshops, project plan, weekly status.		
Data Migration	Migrate historical training records, provide mapping, mock loads, validation reports.		
Training & Change Management	Admin, instructor, manager training; guides, recordings, knowledge base.		

--Intentionally Left Blank--

9 APPENDIX C – PROPOSAL SUBMISSION

**RFP 2026-021
Learning 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 D – ADDENDUM AND ANTI-COLLUSION

RFP 2026-021 Learning 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.unioncountync.gov and/or <https://evp.nc.gov> . It is your responsibility to check for this information.

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

11 APPENDIX F – TEMPLATE CONTRACT

RFP 2026-021 Learning Management System

Informational Purposes Only - Do not submit with proposal

--Intentionally Left Blank--

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

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

W I T N E S S E T H

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

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

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

1. SERVICES PERFORMED. Contractor agrees to perform the services as set forth in the attached Scope of Work [or, if the full RFP is to be attached as the scope of work, state the RFP number and full RFP title], which is incorporated herein by reference (hereinafter the “Services”), in accordance with the terms of this Agreement.

2. FEE AND PAYMENT SCHEDULE. Union shall pay Contractor [insert payment amount or rate] for performance of the Services. Contractor shall invoice Union on a monthly basis for Services performed, or upon such other schedule as may be agreed upon by the parties. Payment is due within thirty (30) days of receipt of an accurate invoice by Union’s Finance Division. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

3. TERM AND TERMINATION. The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of [insert agreement time length] (the “Initial Term”). [The following sentence to be used only if renewals might be needed or desired, and then only if the RFP lists the possible number of renewals. If the contract is just for a single term, this sentence may be deleted.] Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement for up to ___ [number of possible additional terms, as stated in the RFP] additional ___ [number of years in each renewal term]-year terms, each a “Renewal Term,” upon written notice to the Contractor. Union may terminate this Agreement at any time, without cause, upon provision of ten (10) days’ written notice to Contractor. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by Union.

4. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement (“the Documents”), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the

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

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

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

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

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

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

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

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

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

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

assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

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

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

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

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

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

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

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

[Signatures follow on the next page.]

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

UNION COUNTY

By: _____ (SEAL)
Brian W. Matthews, County Manager

[CONTRACTOR'S FULL LEGAL NAME]

By: _____ (SEAL)

Approved as to Legal Form _____

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

Deputy Finance Officer

Exhibit A
Insurance Requirements

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

A. WORKERS' COMPENSATION

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

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

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

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

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
-------------	----------------------------------

D. PROFESSIONAL LIABILITY

\$1,000,000	Claims Made
-------------	-------------

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. POLLUTION LIABILITY INSURANCE

\$1,000,000	Claims Made
-------------	-------------

Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

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

Contractor shall provide evidence of continuation or renewal of Network Security & Privacy Liability Insurance for a period of two (2) years following termination of the Agreement.

II. **ADDITIONAL INSURANCE REQUIREMENTS.**

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

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

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

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

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

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

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

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

Department: _____
Contract #: _____

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

I. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 North Main Street
Monroe, NC 28112

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