



## **Request for Proposals No. 2026-004 Union County Physical Security Systems Services**

**Due Date:** November 5, 2025  
**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 and Site Visit.** October 13, 2025. For the time and location, Refer to page 3 for details.

### **Procurement Representative**

Corey Brooks, CLGPO  
Interim Director of Procurement and Contract Management  
704.283.3658  
Corey.Brooks@unioncountync.gov

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## 1 NOTICE OF ADVERTISEMENT

**Union County, North Carolina  
Request for Proposals No. 2026-004  
Union County Physical Security Systems Services**

Electronic proposals will be received by the Union County's Procurement & Contract Management Department by **11:00 AM EDT on November 5, 2025**. Late submittals will not be accepted.

Union County is seeking proposals from qualified security vendors to provide comprehensive physical security solutions, including the installation, maintenance, and support of security cameras, access control systems, card readers, panic buttons, and related hardware and software.

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).

A Non-Mandatory Pre-Submittal and Site Visit Meeting: This is a non-mandatory meeting that will take place on **October 13, 2025, at 10:00 AM** at the Union County Government Center, 500 N. Main Street Monroe, NC 28112, in the 1<sup>st</sup> floor HR Training Room. Representatives from the Union County Risk Management Department will be on hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement Representative listed on the cover page ([corey.brooks@unioncountync.gov](mailto:corey.brooks@unioncountync.gov)) no later than **October 21, 2025 at 5:00 PM EDT**.

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

Union County reserves the right to award a contract to multiple vendors.

Offerors are required to comply with the non-collusion requirements set forth in the Solicitation Documents.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

*End of Notice of Advertisement*

## 2 SUBMITTAL DETAILS

### 2.1 PROPOSAL SUBMISSION DEADLINE AND DELIVERY ADDRESS

All Proposal Submittals are to be received by the Union County Procurement & Contract Management Department no later than **11:00 AM EDT on November 5, 2025**, per the instructions below. Any submittals received after this date and time shall be rejected without exception.

### 2.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <https://portal.unioncountync.gov/Forms/procurementsubmit>. Select the Solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your proposal, and select submit. An email will be sent to the address listed on the form as your confirmation of receipt. Please add this email 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 NON-MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT

A Non-Mandatory Pre-Submittal and Site Visit Meeting: This is a non-mandatory meeting that will take place on **October 13, 2025, at 10:00am** at the Union County Government Center, 500 N. Main Street Monroe, NC 28112 in the 1<sup>st</sup> floor HR Training Room. Representatives from the Union County Risk Management will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

### 2.4 PROPOSAL QUESTIONS

Proposal questions will be due on or before **October 21, 2025 at 5:00 PM EDT**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by email to Corey Brooks at [Corey.Brooks@unioncountync.gov](mailto:Corey.Brooks@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](http://www.unioncountync.gov) and/or <https://evp.nc.gov>



## 2.5 PROPOSAL ADDENDUM

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum.

Should an Offeror find discrepancies or omissions in this RFP, or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix C – Addendum and Anti-Collusion form.

## 2.6 COMMUNICATION

All communications, any modifications, clarifications, amendments, questions, responses, or any other matters related to this Request for Proposals must be made only through the Procurement Contact noted on the cover of this RFP. A violation of this provision is cause for the County to reject a Company's proposal. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

# 3 INTRODUCTION

## 3.1 COUNTY

The County (estimated population 257,682) 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 Government is seeking proposals from qualified security vendors to provide comprehensive physical security solutions. Services include the installation, maintenance, and support of security cameras, access control systems, card readers, panic buttons, and associated software and hardware across multiple facilities.

### 3.2.1 THREE MAIN FOCUS AREAS:

1. Construction Participation – integration of security infrastructure into new construction and renovation projects
2. Maintenance and Repairs – regular inspections and emergency response
3. Special Projects – customized and event-driven security enhancements

## 3.3 PROJECT BACKGROUND

Union County Government operates a range of facilities requiring consistent and modernized physical security coverage. Current systems include but not limited to Genetec, ExacqVision, Honeywell WinPak, Honeywell Security Systems, mostly Axis



and Hanwha cameras, Assa Abloy Speed Gates, and HID access control card readers.

The County is actively consolidating and upgrading these systems and requires a vendor with deep expertise in physical security best practices, experience collaborating with architects and IT departments, and the ability to respond quickly to maintenance and emergency needs.

## 4 SCOPE OF WORK

### 4.1 CONSTRUCTION PARTICIPATION

Vendors shall collaborate with Union County Security Risk Management, architects, general contractors, and other stakeholders to integrate physical security systems into new construction and major or minor renovation projects. Responsibilities include:

- **Design Consultation:** Provide expert input during the design phase to ensure security systems (e.g., cameras, access control, panic buttons, and other physical security needs) align with building layouts, NFPA 101 Life Safety Code, and local building codes. Recommend optimal placement for cameras (e.g., entrances, exits, high-risk areas) and access points to maximize coverage and minimize blind spots.
- **Coordination:** Work closely with Union County Security Risk Management and Union County Facilities project managers, architects and general contractors to integrate security infrastructure (e.g., cabling, power, mounting) into construction plans, ensuring minimal disruption and compliance with aesthetic and structural requirements.
- **Minor Installation:** Install security equipment during construction phases, adhering to manufacturer specifications and industry standards (e.g., BICSI for cabling, UL standards for equipment, NEC for electrical).
- **Testing and Commissioning:** Conduct thorough testing of all installed systems (e.g., camera field of view, access control functionality, panic button response) in collaboration with project teams. Provide documentation of test results and obtain final approval from stakeholders.
- **Final Inspections and Approval:** Participate in final inspections with architects, contractors, and Union County Government representatives to verify system performance, compliance with design intent, and readiness for operation. Address any deficiencies promptly.

#### 4.1.1 CONSTRUCTION LIMITATIONS

The selected vendor shall be responsible for minor installation-related tasks such as surface-mount conduit, device mounting, cable pulling, wall and floor penetrations, low voltage wiring, making door adjustments, modifications to door frames as necessary to support access control hardware, and ceiling tile adjustments. The vendor will be responsible for securing any applicable permits for work performed within their scope. **Any construction activity beyond this limited scope, electrical modifications, or structural changes, will be performed by Union**



**County or contracted separately in accordance with applicable North Carolina General Statutes for construction.**

To ensure compliance with N.C.G.S. §§ 143-129 and 143-131 and to preserve the classification of this contract as a procurement of services and minor goods (non-construction), the following limitations apply to all work performed under this contract:


- **No Structural Modifications:** The Contractor shall not perform any work that alters the structural components of a County facility. This includes, but is not limited to, demolition, removal or alteration of load-bearing walls, ceiling supports, flooring systems, or foundations.
- **Permitted Penetrations:** Minor wall, ceiling, or floor penetrations (e.g., for mounting cameras, routing low-voltage cabling, or securing conduit) are permitted **only when**:
  - They do **not compromise fire-rated assemblies**, building envelopes, or mechanical systems,
  - They are limited to **non-structural surfaces** (e.g., drywall, masonry block),
  - Any required fire-stopping or sealing is restored to its original or code-compliant condition,
  - No permits, inspections, or licensed general contractor services are triggered.
- **Electrical Work Prohibited:** The Contractor shall not perform any line-voltage electrical work, including direct connections to electrical panels, unless otherwise authorized in writing and performed by a properly licensed subcontractor. All electrical scope, if any, must be limited to **plug-and-play, low-voltage, or surface-mounted devices**.
- **No Core Drilling or Trenching:** Floor coring, slab cuts, or any form of excavation or trenching is strictly prohibited under this contract.
- **No Trade Coordination:** Projects requiring coordination of **multiple licensed trades** (e.g., electrical + general construction + HVAC) must be separately scoped and competitively solicited in accordance with construction procurement statutes.
- **Surface-Mounted Systems Preferred:** The County strongly prefers installation methods that are non-invasive and surface-mounted wherever feasible.

#### 4.1.1.1 Construction Limitation Clause

Any construction-related work performed under this contract shall be limited to individual work orders not exceeding **\$29,999.99** in total value. Projects anticipated to exceed this threshold **must** be procured separately by the County in accordance with North Carolina General Statutes (G.S. 143-129 and 143-131). The County reserves the right to determine whether work falls within this limitation.

#### 4.1.1.2 Equipment Purchase Limitation Clause

Any purchase of equipment, including but not limited to cameras, access control components, or related devices, made in conjunction with services under this contract shall be limited to **\$29,999.99 per work order**. Purchases exceeding this amount must be procured separately by Union County through a competitive bid process, in accordance with North Carolina General Statute



**G.S. 143-129.** The County reserves the sole discretion to determine when a proposed procurement exceeds this threshold.

#### 4.2 MAINTENANCE AND REPAIRS


The selected vendor shall provide ongoing maintenance and repair services to ensure the reliability and longevity of all security systems. Services include:

- **Preventive Maintenance:** Perform regular inspections (e.g., annually or as specified) of multiple systems, including but not limited to security cameras, access control systems, and panic buttons to verify functionality and to maintain peak performance per ASIS Physical Security Guidelines.
- **Inspection Reports:** Provide detailed reports after each maintenance visit, documenting system status, identified issues, and corrective actions taken. Include recommendations for improvements or upgrades to enhance security.
- **Break Fix Repairs:** Respond to equipment failures within 8 hours for emergency issues, 24 hours for critical issues, 48 hours for non-critical. Diagnose and repair or replace faulty components (e.g., cameras, card readers, panic buttons) using OEM parts to ensure compatibility and reliability.
- **Emergency Support:** Offer 24/7 emergency repair services for critical system failures, ensuring minimal downtime and continuous protection of Union County Government assets and personnel.
- **Documentation:** Maintain accurate records of all maintenance and repair activities, including service logs, warranty information, and compliance with industry standards (e.g., NFPA 72 for alarm systems).
- **Cable Testing:** All copper and fiber communication cables require detailed cable test documentation to be completed and provided to Union County Security Risk Management and Union County Information Technology (IT). Data should include pass or fail, Insertion Loss, Return Loss, cable length, and wire mapping at a minimum. Include certification of technician performing this cable testing.

#### 4.3 SECURITY ENHANCEMENT PROJECTS

The selected vendor shall support special projects requiring customized security solutions, such as temporary and permanent installations, system upgrades, or integration with emerging technologies. Responsibilities include:

- **Assessment and Planning:** Conduct site assessments for special projects (e.g., temporary event security, system expansions) to identify risks and recommend solutions. Develop tailored plans to address unique needs, adhering to physical security best practices.
- **Custom Installations:** Design and install temporary, permanent, or specialized security systems (e.g., portable cameras, additional panic buttons, new access



control hardware) for events or high-risk scenarios, ensuring seamless integration with existing infrastructure. Ensuring all hardware and software have the latest updates and firmware during installation.

- **Upgrades and Integration:** Propose and implement upgrades to existing systems (e.g., adding biometric readers, advanced video analytics, use of AI) to enhance security. Ensure compatibility with current software and hardware, following industry standards for interoperability.
- **Collaboration:** Work with Union County Government stakeholders, contractors, and IT teams to execute special projects, ensuring minimal disruption and alignment with organizational goals and schedules.
- **Testing and Validation:** Test all special project installations to confirm functionality, reliability, and compliance with design specifications. Provide training to Security Risk Management staff on new systems or features as needed. Provide final testing checklist and documentation as specified by Security Risk Management as part of closeout documentation.

#### 4.4 TECHNICAL SPECIFICATIONS

- All design specifications must be approved by Union County Security Risk Management.
- **Security Cameras:** IP-based, minimum 1080p resolution, with night vision (IR), motion detection, and tamper resistance. Placement to eliminate blind spots per ASIS guidelines. Cameras and accessories to be UL listed for their specific applications (e.g., outdoor-rated).
- **Access Control Systems:** Proximity card or biometric readers, supporting audit trails, remote access, and integration with existing systems. Comply with UL 294 standards.
- **Panic Buttons:** Hard wired, with direct alerts to security operations center or local authorities, tested for reliability and interoperability with integrated systems.
- **Software:** Video management and access control software, supporting remote monitoring, user management, and detailed reporting. Ensure encryption and cybersecurity per NIST standards. Currently Union County Government is utilizing WinPak, ExacqVision, and Honeywell systems with a plan to transition all VMS and card access systems to Genetec.

#### 4.5 PROJECT SCHEDULE AND TIMELINE

- **Construction Participation:** Align with construction/renovation timelines, with design consultation, installation during active phases, and testing/approval completed by date set by Union County Facilities project manager in coordination with Union County Security Risk Management.

- **Maintenance and Repairs:** Begin preventive maintenance and repair services upon contract award, with inspections scheduled annually or by request in coordination with Union County Security Risk Management, and have 24/7 emergency support available.
- **Security Enhancement Projects:** Timeline to be determined by Union County Security Risk Management based on project scope, with flexibility to meet urgent or event-driven needs.

#### 4.6 COVERED FACILITIES

Union County facilities to be serviced under this contract include, but are not limited to, the buildings listed in the table below. The list may be modified during the contract term based on operational needs. The County reserves the right to add or remove facilities through a formal contract amendment as needs change during the contract term.

Facility Name	Physical Address
Union County Government Center	500 N Main St, Monroe, NC 28112
Union County Judicial Center	400 N Main St, Monroe, NC 28112
Union County Human Services	2330 Concord Ave, Monroe, NC 28110
Union County Historic Post Office (Veteran Services)	407 North Main Street, Monroe, NC 28112
Union County Water Operations Center	4600 Goldmine Rd, Monroe, NC 28110
Lois Morgan Edwards Memorial Library	414 Hasty St, Marshville, NC 28103
Union County Public Schools Admin Building	400 N Church St, Monroe, NC 28112
Yadkin Regional Water Supply Raw Pump Station	465 Bay Shore Dr, Norwood, NC 28128
Yadkin River Water Treatment Plant	3522 New Salem Rd, Monroe, NC 28110
Union County Probation Office	2630 Nelda Dr, Monroe, NC 28110
Union County Southwest Regional Library	1720 Cuthbertson Rd, Waxhaw, NC 28173



<b>Facility Name</b>	<b>Physical Address</b>
Union County Farmers Market	805 Skyway Dr, Monroe, NC 28110
Union County Historic Courthouse	300 N Main St, Monroe, NC 28112
Union County Progress Building	1407 Airport Rd, Monroe, NC 28110
Union County Emergency Services Center	2258 Concord Ave, Monroe, NC 28110
Union County Patton Avenue Garage and Radio Shop	610 Patton Ave, Monroe, NC 28110
Union County Main Library	316 E Windsor St, Monroe, NC 28112
Union County Union West Regional Library	123 Unionville Indian Trail Rd, Indian Trail, NC 28079
Union County Board of Elections	316 E Windsor St, Monroe, NC 28112
Union County Simpson's Event Center	3230 Presson Rd, Monroe, NC 28112
Union County Sheriff's Office	3370 Presson Rd, Monroe, NC 28112
Union County 12 Mile Creek Water Reclamation Facility	8299 Kensington Dr, Waxhaw, NC 28173
Union County Crooked Creek Water Reclamation Facility	4015 Sardis Church Rd, Monroe, NC 28110
Union County Solid Waste Operations Center	2125 Austin Chaney Rd, Wingate, NC 28174
Union County Orr Road Facility	5405 Orr Rd, Monroe, NC 28110
Union County Animal Shelter	3340 Presson Rd, Monroe, NC 28112
Union County Agriculture Center	3230 Presson Rd, Monroe, NC 28112

## 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:
  - Genetec
  - ExacqVision
  - Honeywell WinPak
  - Honeywell Security Systems
  - Axis Cameras
  - Hanwha Cameras
- 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.

- Methods for planning, installation, testing, and documentation.
- Preventive maintenance procedures.
- Emergency response protocols.
- Cable testing and recordkeeping.
- Software support and system integration standards
- Adherence to ASIS, NFPA, UL, and NIST guidelines

#### **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 Software System Provided

#### **5.2.6 SECTION G – COST PROPOSAL**

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

- 1) Itemized unit pricing for equipment, installation, maintenance, and special project services.
- 2) Optional pricing for emergency response, upgrades, or temporary solutions.

#### **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	30%
Project Management, Technical Approach, and Quality Control	30%
Cost Proposal & Compliance with Submittal Requirements	15%

Vendors may be invited to give a demonstration of the capabilities of the proposed solution to the Union County evaluation team. The successful Offeror’s demonstration (if

requested), along with questions and answers, will be a critical component of the overall vendor evaluation.

After identification of Short-Listed Offerors, the County may or may not decide to invite Short-Listed Offerors to vendor demonstration/interviews. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

Interview Criteria	Weights
Proposed 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.

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## 7 APPENDIX A – COST PROPOSAL

### RFP 2026-004 Union County Physical Security Systems Services

#### SUBMIT WITH PROPOSAL

The Offeror shall provide unit pricing for the services listed below. The rates shall be fully burdened and include all labor, materials, tools, equipment, overhead, travel, supervision, and administrative costs.

Union County may issue work orders or task orders for services based on actual needs.

Item	Description	Unit	Each Price	Per Hour Price
1	Installation/Standard Service of Security Cameras and Associated Equipment (Labor Rate, including minimums)	Hour	\$___N/A___	\$_____
2	Installation/Standard Service of Card Access Hardware and Associated Equipment (Labor Rate, including minimums)	Hour	\$___N/A___	\$_____
3	Installation/Standard Service of Related Systems Not Specified (e.g., Video Intercom, Emergency Phones, etc.)	Hour	\$___N/A___	\$_____
4	Preventive Maintenance (Annually, includes all systems at all facilities)	Each	\$_____	\$___N/A___
5	Emergency Repair Service (24/7 On-Call; Labor Rate, including minimums)	Hour	\$___N/A___	\$_____
6	Security Enhancement Projects (Custom Installs/Upgrades; Labor Rate, including minimums)	Hour	\$___N/A___	\$_____
7	<b>As-Needed Equipment Purchases – Must Not Exceed \$29,999.99 Per Purchase</b> <i>Itemized quote to be provided for each project</i>	Each	<i>To be quoted as needed</i>	\$___N/A___

#### **Cost Page Footnotes**

- All equipment purchases under this contract must comply with North Carolina General Statute §143-129. Any single equipment order exceeding \$29,999.99 will require a separate procurement action outside of this contract.
- The County reserves the right to procure equipment directly or through cooperative purchasing programs, at its sole discretion.



- Vendors must provide itemized equipment quotes prior to any purchase request. Final approval of equipment quotes will be at the discretion of the County's authorized representative.
- All as-needed equipment quotes must be explicitly tied to this contract. This ensures that the purchase of such equipment is traceable to a competitively solicited process and does not require a separate solicitation.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**8 APPENIX B – UNION COUNTY EQUIPMENT LIST**

*Informational Purposes Only - Do not submit with proposal*

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## CAMERA MODELS AND QUANTITIES PER SITE

### OVERALL QUANTITIES

MODEL	QTY
4655DN:	4
M2026-LE-MkII:	2
M3004:	12
M3045-V:	4
M3057:	2
M3057-PLVE Mk II:	6
M3115-LVE:	201
M4317-PLVE:	2
O3VLD1:	19
P1435-LE:	9
P1455-LE:	4
P1455-LE:	2
P3225-LV Mk II:	5
P3225-LV:	4
P3225-LVE Mk II:	5
P3225-LVE:	20
P3225-V Mk II:	155
P3225-VE Mk II:	12
P3227-LVE:	179
P3245-LV:	2
P3245-LVE:	10
P3245-V:	0
P3248-LVE:	12
P3265-LV:	7
P3265-LVE:	15
P3268-LV:	8
P3707-PE:	19
P3715-PLVE:	0
P3717-PLE:	17
P3719-PLE:	179
P3727-PLE:	2
PNM-12082RVD:	4
PNM-7082RVD:	3
PNM-C12083RVD:	8
PNM-C34404RQPZ:	4
PNO-A9081R:	3
Q1785-LE:	27
Q3708-PVE:	4
Q3709-PVE:	1
QND-6011:	10
QND-8011:	60
XNF-8010RV:	15
XNF-8010RW:	6

### QUANTITIES PER SITE

SITE	MODELS PER SITE	QTY
DVR-Intake(Norwood)	P1455-LE:	6
	Q1785-LE:	2
	M3057-PLVE Mk II:	1
	<b>Total cameras:</b>	<u>9</u>
DVR-WTP(NewSalem)	P3719-PLE:	6
	Q1785-LE:	1
	P3245-LVE:	1
	<b>Total cameras:</b>	<u>8</u>
Emergency Services Complex	P1455-LE:	1
	P3245-LV:	8
	P3248-LVE:	1
	PNO-A9081R:	1
	QND-6011:	1
	XNF-8010RV:	5
	PNM-C34404RQPZ:	1
	P3715-PLVE:	2
	P3727-PLE:	2
	<b>Total cameras:</b>	<u>22</u>
	Farmers Market	P3727-PLE:
<b>Total cameras:</b>		<u>6</u>
HHS Building	M3045-V:	2
	P3225-LVE Mk II:	4
	P3225-V Mk II:	154
	P3225-VE Mk II:	12
	P3245-LVE:	1
	P3245-V:	5
	P3707-PE:	1
	<b>Total cameras:</b>	<u>179</u>
Main Library	M3057:	2
	M3115-LVE:	1
	P1435-LE:	1
	P3225-LV Mk II:	7
	P3227-LVE:	1
	P3265-LV:	1
	P3707-PE:	4
	Q3708-PVE:	3
<b>Total cameras:</b>	<u>20</u>	
Progress Building	P3717-PLE:	10
	<b>Total cameras:</b>	<u>10</u>
Union County Operations Center	M3115-LVE:	15
	Q3709-PVE:	3

	PNM-C12083RVD:	2
	<b>Total cameras:</b>	<b>20</b>
South West Regional Library	P1455-LE:	1
	P3265-LVE:	8
	P3727-PLE:	10
	<b>Total cameras:</b>	<b><u>19</u></b>
UCGC	4655DN:	26
	M3004:	1
	M3045-V:	14
	M4317-PLVE:	4
	P3225-LV:	3
	P3225-LVE:	3
	P3225-V Mk II:	1
	P3268-LV:	2
	P3707-PE:	2
	PNM-7082RVD:	1
	Q3708-PVE:	1
	PNM-12082RVD:	1
	QND-8011:	1
	<b>Total cameras:</b>	<b><u>60</u></b>
Patton Ave	P3717-PLE:	3
	M2026-LE-MkII:	1
	PNM-12082RVD:	1
	XNF-8010RW:	1
	<b>Total cameras:</b>	<b><u>6</u></b>
Marshville Library	P3225-LV Mk II:	3
	P3225-LVE Mk II:	2
	P3245-LV:	1
	P3707-PE:	4
	<b>Total cameras:</b>	<b><u>10</u></b>
Historic Post Office	P3245-LV:	4
	P1435-LE:	1
	P3717-PLE:	1
	<b>Total cameras:</b>	<b><u>6</u></b>
UCPS DVR	O3VLD1:	7
	P3245-LVE:	1
	<b>Total cameras:</b>	<b><u>8</u></b>

<b>Facility</b>	<b>Number of Readers</b>
Board of Elections	15
Emergency Services Complex	25
Norwood Pump Station	7
Old Post Office	6
UC Garage	5
UC Main Library	1
UC Progress Building	15
UC South West Regional Library	7
UC Water Operations Center	8
UC12Mile and Crooked	2
UCGC	60
UCPS Church St.	20
Union County Health Services	82
Union West Library	1
Yadkin River	4
	Total Number of
	<u>258</u>
<b><u>Panic Buttons:</u></b>	
Union County has 66 panic buttons in four different facilities	



**9 APPENDIX C – PROPOSAL SUBMISSION**

**RFP 2026-004  
Union County Physical Security Systems Services**

**SUBMIT WITH PROPOSAL**

*This Proposal is submitted by:*

Company Legal Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Representative Title: \_\_\_\_\_

Address: \_\_\_\_\_

County/State/Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Website Address: \_\_\_\_\_

**It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-advertise this project. Proposal is valid for 180 days. Proposal is submitted by an executive of the company that has authority to contract with Union County, NC.**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## 10 APPENDIX D – ADDENDUM AND ANTI-COLLUSION

### RFP 2026-004 Union County Physical Security Systems Services

**SUBMIT WITH PROPOSAL**

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on [www.unioncountync.gov](http://www.unioncountync.gov) and/or <https://evp.nc.gov> . It is your responsibility to check for this information.

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



## 11 APPENDIX E – VENDOR PAYMENT NOTIFICATION

RFP 2026-004

Union County Physical Security Systems Services

*Informational Purposes Only - Do not submit with proposal*

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**Finance Department**

500 North Main Street Suite #714  
Monroe, NC 28112 T. 704-283-3813  
[www.unioncountync.gov](http://www.unioncountync.gov)

**ATTENTION: ACCOUNTS PAYABLE VENDORS**

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

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

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

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

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

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

Thank you in advance for your participation.



## 12 APPENDIX F – TEMPLATE CONTRACT

RFP 2026-004

Union County Physical Security Systems Services

*Informational Purposes Only - Do not submit with proposal*

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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
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**D. PROFESSIONAL LIABILITY**

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

**E. POLLUTION LIABILITY INSURANCE**

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

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

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

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

II. **ADDITIONAL INSURANCE REQUIREMENTS.**

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

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

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

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

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

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

F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 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.