



**Request for Proposals No. 2021-096**  
**Branded Items Fulfillment and Online Company Store**

**Due Date:** July 23, 2021  
**Time:** 1:00 PM EDT  
**Receipt Location:** Union County Government Center  
Procurement Department  
500 N. Main Street, Suite 709  
Monroe, NC 28112

**Non-Mandatory, Pre-Proposal Virtual Conference**

**Date:** July 8, 2021  
**Time:** 1:00 PM EDT

**Procurement Contact:**

Vicky Watts, CLGPO  
Senior Procurement Specialist  
704.283.3601  
[vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov)

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## 1 NOTICE OF ADVERTISEMENT

**Union County, North Carolina  
Request for Proposals No. 2021-096  
Branded Items Fulfillment and Online Company Store**

Electronic proposals will be received by the Union County's Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **1:00 PM EDT on July 23, 2021**. Late submittals will not be accepted.

A Non-Mandatory Pre-Proposal Virtual Conference will be held on **July 8 at 1:00 PM EDT**. Representatives from Union County Public Communications Department will be present to provide a brief overview of the project and answer questions. Attendance at this meeting is strongly encouraged.

Union County, through its Public Communications Department, is soliciting proposals from experienced and qualified firms to provide an array of promotional/branded items for purchase through an online turnkey store.

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 IPS website:  
[www.ips.state.nc.us](http://www.ips.state.nc.us) (Bid by Departments, search County of Union).

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page ([vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov)) no later than **July 15, 2021 at 1:00 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 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.

## 2 Submittal Details

### 2.1 PROPOSAL SUBMISSION DEADLINE AND DELIVERY ADDRESS

All Proposal Submittals are to be received by the Union County Procurement Department no later than **1:00 PM EDT on July 23, 2021** per the instructions below. Any submittals received after this date and time shall be rejected without exception.

### 2.2 PROPOSAL SUBMISSION REQUIREMENTS

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

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

#### **Paper submissions will not be accepted.**

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

Union County reserves the right to:

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

### 2.3 NON-MANDATORY PRE-BID CONFERENCE

A Non-Mandatory Pre-Bid Virtual Conference will be held on **July 8 at 1:00 PM EDT.** Representatives from Union County Public Communications will be present to give a brief overview of the project and to answer questions. Although attendance at this meeting is not mandatory, however it is strongly encouraged.

**Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/396751989>

**You can also dial in using your phone.**

United States: [+1 \(669\) 224-3412](tel:+16692243412)

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## 2.4 PROPOSAL QUESTIONS

Proposal questions will be due on or before **July 15, 2021 at 1:00 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 e-mail to Vicky Watts at [vicky.watts@unioncountync.gov](mailto:vicky.watts@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 [www.ips.state.nc.us](http://www.ips.state.nc.us).

## 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 B – 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 239,859) 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, through its Public Communications Department, is soliciting proposals from experienced and qualified firms to provide an array of promotional/branded items for purchase through an online turnkey store.



## 4 SCOPE OF WORK

Union County is seeking proposals from qualified firms who can supply a wide array of promotional/branded items for purchase through an online storefront. The awarded vendor(s) will result in contractual agreement(s) that allow Union County departments and employees to make direct purchases during the duration of the award. Union County retains the right to purchase select promotion items from other vendors, as needed.

### 4.1 DEDICATED PERSONNEL

Vendor(s) will provide a competent and experienced account manager dedicated to the County account to develop and maintain a positive, productive relationship and to meet all agreed upon timelines.

### 4.2 UNION COUNTY CATALOG WEBSITE

Vendors will be required to develop and host an online store (website) that allows departments and employees to select and purchase the Union County-branded promotional items. Training must be provided for the Public Communications team on the backend administration of the website.

Vendors must agree to set up a Union County website for the purpose of viewing and purchasing Union County-branded items at agreed upon prices.

Vendors must provide Public Communications with regular reporting on usage, as well as the ability to view usage on-demand from the backend of the online store portal.

### 4.3 BRAND COMPLIANCE

All products must be in compliance with the *Union County Brand Standards Guide* located in Appendix D of this solicitation.

### 4.4 SET-UP FEES

Vendors are allowed to charge a one-time set-up fee for all new products. The County will provide art files for all products.

All final proofs must be approved by a member of the Public Communications team prior to production.

### 4.5 PROPERTY RIGHTS

All copy (taglines, slogan or themes), designs, photography, artwork, graphic design, etc. prepared by or for the County is the sole property of Union County. All print and production files are the sole property of Union County. Original, native layered art files are to be provided upon request. Union County reserves the right to edit/adapt originals as needed.

### 4.6 MEETINGS

Vendor personnel shall be available to timely attend planning meetings, budget reconciliation meetings, and other meetings as reasonably requested during the term of the contract at no additional cost.

## 4.7 VENDOR RESPONSIBILITIES

The contractor agrees to provide promotional/branded items meeting the following requirements:

- Offer a wide range of brand names, materials, sizing, colors, etc.
- Ability to provide all relevant ordering information including, but not limited to:
  - Lead or production time status
  - Catalog & Annual Pricing
  - Dimensions
  - Imprint Area and Methods
  - Weight
  - Packaging
- Ability to provide a sample of requested items prior to new product setup, as needed.
- Ability to provide a visualization of product with provided artwork.
- Ability to change product and logo color options.
- Arrange for a member of Public Communications to review and approve a proof for all new items.
- Provide quality control measures and guarantees, as well as the formal dispute process.
- Place orders with suppliers, manufacturers or distributors.

## 4.8 PRODUCTS

### 4.8.1 BRANDED ITEMS

Criteria for quality levels for promotional items:

- Level I (low-priced office supplies and gifts) – Range of \$.01 to \$5.00 per item
- Level II (medium-priced office supplies and gifts) - Range of \$5.01 to \$25.00 per item
- Level III (high-priced office supplies and gifts) - Range of \$25.01 to \$100.00 per item

Items for each level may include, but are not limited to, the following suggested items. These items may incorporate multiple variations of artwork depending on the use or department.

#### Level I: Range of \$.01 to \$5 Per Item

Blankets	Frames	Mouse Pads
Car Accessories	Koozies	Mugs
Hats	Key Chains	Pens
Note Pads	Lanyards	Pencils
		Magnets



**Level II: Range of \$5.01 to \$25 Per Item**

Pen Sets	Hats	Leather Goods
Business Cases	Jump Drives	Coolers
Drinkware	Lamps	Phone Chargers
Travel Bags	Large Portfolios	Technology Accessories
Tote Bags	Umbrellas	Lapel Pins
		Clothing

**Level III: Range of \$25.01 to \$100.00 Per Item**

Brand Products	Glasswear	Luggage
Clocks	Watches	Executive Gifts

**4.9 BILLING AND TERMS**

- The online store must have the ability to accept all major credit cards for purchases. All orders over \$2,500.00 are required to have a purchase order.
  - Purchase Orders must be “billed to and shipped to” as per the designations in the purchase order. When required, a purchase order MUST be received prior to filling the order or shipping the item, or payment for those items is not guaranteed.
  - At a minimum, invoices must include the PO number, department, product description, quantities, unit price, shipping cost and shipping method details.
- Union County is not sales tax exempt. Therefore, sales tax should be charged on all orders.

**4.10 SHIPPING**


- Vendor will make every effort to ship in stock items the same day requested.
- Vendor must provide minimum and maximum shipping times for branded items and apparel.
- Vendors must provide a list of quick ship items.
- Shipping options should include overnight to ground for all carriers from date of receiving order.

**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 in order to facilitate comparison.** While the County’s format may represent a departure from the vendor’s preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit the proposal electronically – Refer to page 4, 2.2. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer’s capabilities to satisfy the requirements of the RFP. **The total length of the proposal for sections A – E should be no more than 20 pages. All required forms (sections F and G) are exempt from the page limit.**

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’s Offeror agrees to all applicable provisions, terms and conditions associated with this RFP. This solicitation, the successful



bidder's submitted proposal, all appendices and attachments (if applicable), and stated terms and conditions may become part of the resulting contract.

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.

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

- **Section A** – Cover Letter
- **Section B** – Company Qualifications and Experience
- **Section C** – Staff Experience
- **Section D** – Proposed Solution
- **Section E** – References
- **Section F** – Cost Proposal
- **Section G** – Required Forms
  - Appendix A – Proposal Submission (signed)
  - Appendix B – Addenda Receipt and Anti-Collusion (signed)

**5.2.1 SECTION A – COVER LETTER**

Provide the following information about your company. Respond to each item and provide supporting documentation and/or exhibits as requested or desired.

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  
Email Address
3. Name of Person with Binding Authority  
Title  
Address  
Direct Telephone Number and/or extension  
Email Address

- 
4. Stipulate that the proposal price will be valid for a period of 180 days.
  5. 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 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 corporate history, and number of years in business under the current organizational name and structure and services offered.
- Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities. How many public sector (cities and counties) clients does your company have?
- Provide a management organization chart of your company’s overall organization, including director and officer positions and names and the reporting structure.
- What is the Vendor’s service commitment to customers and measurements used?
- List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.
- Are audited or otherwise verifiable financial statements available upon request?
- Is the vendor’s organization involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services?

### **5.2.3 SECTION C – STAFF EXPERIENCE**

- Provide the name and qualifications of the designated day-to-day account manager for Union County.
- Provide the names and qualifications for other key individuals who will be providing services under this project.
- Explain how your organization ensures that personnel performing the Services are qualified and proficient.

### **5.2.4 SECTION D – PROPOSED SOLUTION**

Provide an overview of your proposed solution addressing the requirements outlined in Section 4 (Scope of Work). Your response must include the following information:



## Online Store

- Provide no fewer than three examples of online store websites created for clients and include the following information on each:
  - Link to the website. If not accessible, screenshots of the home page, at least one product page and the checkout page
  - Number of products housed on the site
  - Average products sold in a month
  - Amount of time it took to set up initial site
- Provide the total number of products that can be on a site at one time.
- Provide an overview of the process to set up a new product including the average length of time from identification of product to availability on the website.
- Provide any technical requirements required from Union County
- Provide overview of website security

## Products

- Provide a representative list of the brands available for inclusion on the online store.
- Provide information on how often product price changes occur and what the process would be for informing Union County.
- Provide an example of current pricing for two items in each of the levels (6 items total) identified in Section 4.8.1.
  - Price to be based on 100 quantity using a 4-color logo.
  - Provide brand, item name, size (if applicable), embroidered or embossed
- Provide information on warehousing and fulfillment options.
- Provide information on how supply issues or fluctuations will be communicated to Union County and whether the company will suggest similar options as alternatives.

## Implementation Timeline

- Provide an overview of the implementation of the online store including:
  - Average total time to complete set up after final contract approval
  - Requirements of Union County team during setup
  - Process for quality assurance testing and ensuring smooth customer experience
  - Training

### 5.2.5 SECTION E – 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 following:

- Name of Client
- Contact Name and Title

- Address
- Direct Phone Number
- Email Address
- Service Dates
- Summary of Scope of Services
- Link to Client's Online Store

### **5.2.6 SECTION F – COST PROPOSAL**

Provide a comprehensive cost schedule breakdown and explanation of all fees anticipated to meet the requirements of this solicitation and include the following:

- Information on a pricing schedule for branded items along with volume price breakdown levels;
- Initial website setup, if any;
- Ongoing website maintenance and hosting;
- Technical support;
- Credit card fee structure.

### **5.2.7 SECTION G – REQUIRED FORMS**

Offerors must include signed copies of the following documents:

- Appendix A – Proposal Submission (signed)
- Appendix B – 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%
Proposed Solution	50%
Cost Proposal & Compliance with Submittal Requirements	25%

Vendors may be invited to give a demonstration of the capabilities of the proposed solution to the Union County evaluation team. The successful bidder'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 Approach and Staff	65%
Quality and Relevance of Interview as it Relates to the Scope of the RFP	35%

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

## 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 sub-contractors, 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 agree 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 180 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: Keith A. Richards, Risk Manager  
500 N. Main Street, Suite #130  
Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not



limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

#### **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 – PROPOSAL SUBMISSION

### RFP 2021-096 Branded Items Fulfillment and Online Company Store

**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: \_\_\_\_\_

**8 APPENDIX B – ADDENDUM AND ANTI-COLLUSION**

**RFP 2021-096 Branded Items Fulfillment and Online Company Store**

**SUBMIT WITH PROPOSAL**

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on [www.co.union.nc.us](http://www.co.union.nc.us) and/or [www.ips.state.nc.us](http://www.ips.state.nc.us). It is your responsibility to check for this information.

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

**I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.**

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

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

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

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

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

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



## 9 APPENDIX C – SAMPLE VENDOR PAYMENT NOTIFICATION

RFP 2021-096 Branded Items Fulfillment and Online Company Store

**Informational Purposes Only - Do not submit with proposal.**



**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.

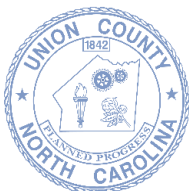
The second method is an Electronic Funds Transfer. (EFT) This means that you will receive payment of invoices due directly into your bank account. With this method, you will get an email confirmation giving you the date, invoice numbers, and total amount paid. Your payment will be available to you on 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 Alex Whitaker at 704-283-3538 or Christi Climbingbear at 704-283-3543, or send an email to [alex.whitaker@unioncountync.gov](mailto:alex.whitaker@unioncountync.gov) and you will be added to the list of vendors accepting the VISA card method of payment.

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

Thank you in advance for your participation.



Please return this completed form and supporting documents to:



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

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

Email: ap@unioncountync.gov

**Authorization for payment via Electronic Funds Transfer (EFT)**

Initial Enrollment

Change Information

Today's Date \_\_\_\_\_

Company Name \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

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

Bank Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Routing/ABA # \_\_\_\_\_ Bank Acct No. \_\_\_\_\_

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

Name & Title \_\_\_\_\_

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

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

Officer Name & Title \_\_\_\_\_

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

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

**FOR ACCOUNT VERIFICATION, PLEASE ATTACH A VOIDED CHECK.**

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

Print Form



## 10 APPENDIX D – UNION COUNTY BRANDING STANDARDS GUIDE

### RFP 2021-096 Branded Items Fulfillment and Online Company Store

**Informational Purposes Only - Do not submit with proposal.**



**UNIONCOUNTY**

brand standards guide

# About Our Brand

This guide is a tool for Union County Government employees, stakeholders and vendor partners. It should help you understand who we are, how we want to talk about ourselves and how we are going to represent Union County visually. It is a foundation that we will build upon over time as our brand matures and evolves.

Union County is a large, diverse organization. There are many groups and programs that help the county meet its goals. It is important that people who value and trust individual areas and programs of the County associate these areas and programs with Union County.

## Consistency is Key

Consistent branding in all of our communications and materials creates a strong identity. A strong identity increases public awareness of our services, and strengthens the public's confidence in the value of those services.

The Public Communications department oversees the County's branding standards and identity elements. The County's Brand Manager (**Brent Ayers**, [brent.ayers@unioncountync.gov](mailto:brent.ayers@unioncountync.gov)) in collaboration with the Public Communications Director (**Kathryn Brown**, [kathryn.brown@unioncountync.gov](mailto:kathryn.brown@unioncountync.gov)) and the rest of the Public Communications team will be responsible for maintaining the branding guide as well as monitoring and enforcing the proper use of the County identity.

The following pages present guidelines and specifications defining various elements of our branding including the logo. Any deviation from these guidelines must be approved by Public Communications prior to production.

Branding is what people say about you when you're not around or in other words...our reputation. A brand is not a logo or a tagline. A brand is made up of descriptive words and stories as well as images (such as a logo) that set an expectation of what our community is about.

**Our brand is our unique story.**

# DNA Platform Statement

For those who value deep roots and enjoy some elbow room, Union County NC, where the productive, scenic Southern Piedmont greets the Charlotte metro, celebrates an independent spirit, cultivates knowledge, and invigorates hard work so generations enjoy the lifestyle they prefer and take opportunities to new heights.

One of the foundational elements of the branding process was articulating very succinctly what made Union County unique. This framework isn't intended to be used in marketing materials. Think of it as the 2x4 studs that we've built our brand around. Born from robust research, the rationale behind our DNA platform statement is:

## TARGET AUDIENCE

**For those who value deep roots and enjoy some elbow room,**

- Union County offers more acreage at lower costs for both homeowners and businesses.
- Families are drawn to safe communities with good schools.
- People enjoy the scenic beauty and seek outdoor opportunities.
- Businesses and industry chooses accessibility and the space to expand.
- Agriculture is an important part of Union County's history and future.

## FRAME OF REFERENCE

**Union County NC, where the productive, scenic Southern Piedmont greets the Charlotte metro,**

- Union County is a top producing agriculture community in the Southeast.
- Union County presents a balance of both urban, suburban and rural in North Carolina's Piedmont.
- Easy access to opportunity, entertainment, arts and culture of major metro without living in the chaos.
- Rural character presents a slower pace many value along with beautiful views.
- Agriculture is an important part of Union County's history and future.

## POINT OF DIFFERENCE

**celebrates an independent spirit, cultivates knowledge, and invigorates hard work**

- Union County is independent minded and encourages innovation in agriculture, aerospace, government, and personal achievement.
- Union County is the best large school district in the state and home to Wingate University and South Piedmont Community College.
- Not only is there an emphasis on knowledge but in Union County that science and data are applied to advances in agriculture, manufacturing and technology.
- Union County prides itself on the hard work, integrity and optimism that comes from agrarian traditions yet is applied across all sectors today.

## BENEFIT

**so generations enjoy the lifestyle they prefer and take opportunities to new heights.**

- Union County presents a range of lifestyles to fit many preferences.
- Union County real estate offers varied housing options from historic to gated to ranches to cozy to urban.
- As one of the area's fastest growing counties, the opportunities for growth are significant. Students have access to the best schools and higher education. Business and industry (like aerospace) enjoy lower costs and high degrees of talent.

# Elevator Speech

## For those who aren't from around here:

"Union County is in the southern piedmont of North Carolina. We have all the amenities of a big city, but with the southern charm of a small county. There is room to spread out and it is a great place to raise your family. Our roots are in agriculture, but with our very business-friendly environment, several industries have made their home here and have grown to be very successful."

## For those who know us:

"Union County is the best of both worlds. We have big city amenities with a country feel...a great place to raise your family and grow your business."

# Narrative

We all have futures to fulfill. We have all pondered where we should be in life. *Which spot is right for us? For our family? For our future?* So many of us in Union County have found the answers here. Just outside the glare of the Charlotte metro, we can see more clearly and listen more intently to what is important for our families, our businesses, and our futures. It's nice to be where you can hear yourself think.

## Legacies to preserve

On this important ground, we follow in the footsteps of the pioneering Waxhaw, future presidents, civil rights activists, innovative farmers, enterprising engineers, educators, and mothers and fathers instilling generations with a strong work ethic and independent spirit.

## Roots to establish

Most families share the goal of seeking the best for their kids. A strong foundation on which to build a life of purpose, creativity and curiosity. A safe place with opportunity. As parents, we want to raise responsible children who contribute to the betterment of our community. Understanding there is more than one way to achieve that, Union County's 14 communities and scenic countryside let us enjoy the lifestyle we prefer — from cul-de-sacs to cattle farms.

## Neighbors to meet

You won't find a more supportive community. It's in the soil. It's in our DNA. We celebrate our independent spirit but always extend our hand. From barn raisings to patents pending, we want the best for each other and this place we choose to call home.

# Narrative

## Lessons to learn

With the best large school district in the state, education has always been our priority. Our Wingate University invites students and scholars from around the world so they can discover a preferred path to a rewarding future. And South Piedmont Community College ensures that our advanced workforce is always a step ahead, shaping our future before most have considered it.

## Ground to be broken

Our fertile part of the Piedmont has provided for us and those far beyond our borders for centuries. North Carolina leads the Southeast in ag production. And Union County leads North Carolina in eggs, wheat and more. Part comes from tradition, centuries of expertise and listening to the lore of those before us. The other part, technology. Our rolling hills of productivity are as advanced as any server farm powering the internet.

## Ideas to flourish

Union County is also where ideas take flight. In fact, you probably owe your comfort and safety in the skies to the advanced manufacturing of our corner of the Carolinas. Most commercial aircraft include elements created here in the County. Some may be surprised by the impressive roster of items made here, but for us it's just how we spend our days: cultivating knowledge and ideas into innovative, practical applications. And folks are taking notice. Young professionals and creatives are discovering an environment of independent thought bolstered by a community of support and enthusiasm.

## New heights to reach

Growth follows talent. Talent yields productivity. And productivity leans toward the sun. Union County has long been a place of opportunity. Driven by resourcefulness and tenacity. With an appetite for more knowledge. For generous, independent spirits. Building our legacy of hope and optimism. All this together shapes our character and our responsibility to each other.

So unless your preferred patch of ground is stacked and stifled in an urban canyon, Union County is where you can cultivate the life of your choosing. Where freedom and independence are the rewards of determination and hard work. Where the community comes together to support each other's goals. Where ideas, families, and businesses grow and thrive. **Union County is the place where you can plant your future.**



# Our Logo



**UNIONCOUNTY**  
*plant your future.*

## **Logo Rationale**

This mark is created from a graphic representation of the UC monogram. The blue U-shaped container conveys strength and stability while using the white space to form the C which creates an open and inviting feeling. In that open space is a leaf shape that gives a nod to the natural resources and impact of agriculture on Union County's past and future. Within the leaf is a beautiful horizon that draws the eye upward and forward into a future that is possible in Union County.













## **Tagline Rationale**

The taglines' use of "plant" ties to the agricultural roots and current productivity, while pairing with "your future" has a personal and forward-looking feel. The line speaks clearly to long-time residents and newcomers alike that this is a place to put down roots and find opportunity. It has a nice active tone that encourages a definitive and positive action. It is an imperative and invitation to a welcoming community with abundant opportunities. A place where families, minds, businesses, and ideas grow (the right environment for growth). It also works well with economic development.

# Logo Guidelines

As a large and complex organization with thousands of branded assets, multiple orientations have been created to allow for flexibility and ensure Union County's brand is represented in the best possible light in all situations. That need, coupled with the three variations of the Union County logo, plus our semi-custom logos, creates complex branding and design challenges. To mitigate the complexity, the following guidelines should be followed. When there is a question on use or need for a logo (graphic file), please contact **Brent Ayers**, Brand Manager.

## Orientation

Variation	Orientation			Uses
	Primary	Horizontal	Alternate Horizontal	
Clean				Public Communications designed materials only.
State				Available for use by departments as needed. All forms, policies, manuals, etc. Third-party software/online solutions Templates (letterhead, PowerPoint, memos)
Tagline				Public Communications designed materials only (advertising, marketing, promotional items)
Department				Available for departments by request; should not replace county logo on external forms, policies, manuals or templates. For permanent items, such as wearables, promotional items, and building signage, please coordinate with your Public Communications liaison.
Semi-Custom	Semi-custom-Water, Parks and Recreation, Library and Emergency Services all have semi-custom logos that are guided by separate brand guidelines. Please contact the department director or <b>Brent Ayers</b> , Brand Manager, for additional information on usage.			

**\*\*IMPORTANT:** Do not take screen captures of the logos for use in materials due to the poor quality it will create. If a logo file is needed, please contact **Brent Ayers**, Brand Manager.

# Semi-Custom Logos

There are four departments that have a more customized department logo. These departments have a unique public presence and the additional customization was designed to work with the main County logo. More details on their use can be found in the Appendix.



# Unacceptable Logo Usage

The following are examples of improper modifications of the Union County logo that may violate the integrity of the brand. These rules apply to all versions of the Union County logo and icon.



DO NOT use any unofficial colors or any combination of colors different than those in the official color palette.



DO NOT graphics covering any part of the logo.



DO NOT delete, add or adjust any element of the logo.



DO NOT change the proportions of the logo.



DO NOT try to recreate this logo. Use only the artwork provided. Should not be typeset or replaced with any other font.



DO NOT screen the logo or use the logo behind text.



DO NOT print the logo on a background or image that makes it difficult to read.



DO NOT alter the logo for any other unapproved entity.

# Unacceptable Logo Usage

The following are examples of improper modifications of the Union County logo that may violate the integrity of the brand. These rules apply to all versions of the Union County logo and icon.



DO NOT rotate the logo.



DO NOT add drop shadows to any part of the logo.



DO NOT use the "U" shape as a stand alone letter or as part of a word.



DO NOT enclose the logo in a shape that will give the appearance of a new logo or mark.



DO NOT outline the logo.



DO NOT add a new tagline or additional words, phrases, or graphical elements.



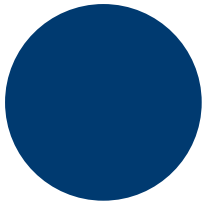
DO NOT change how color is applied to the logo.



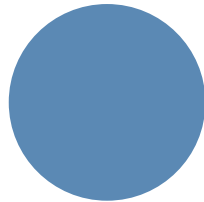
DO NOT reverse any element of the logo.

# Color Palette

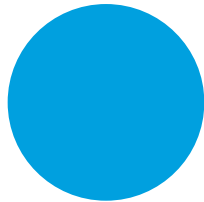
The color palette is derived from the vibrant colors of nature in Union County from the yellow of a perfectly ripe ear of corn or sunflower to the blue of the sky on a crisp fall day. Using the blue color story as the foundation of the logo mark creates a sense of trust, while the green and gold speaks to growth and possibilities.



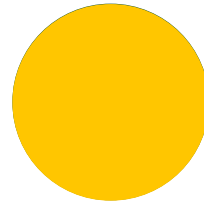
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CMYK: 100-73-0-33  
Pantone® 654 C



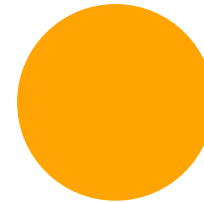
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Pantone® 646 C



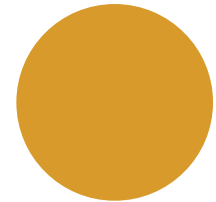
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Pantone® 299 C



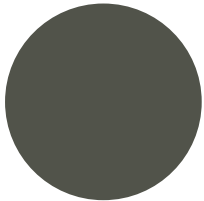
HEX: FFC600  
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CMYK: 0-11-100-0  
Pantone® 7548 C



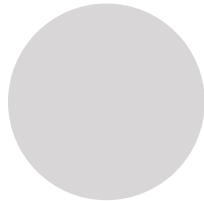
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RGB: 255-164-0  
CMYK: 0-36-100-0  
Pantone® 137 C



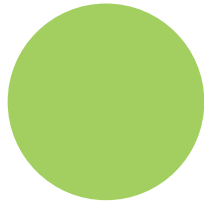
HEX: D69A2D  
RGB: 214-154-45  
CMYK: 2-34-88-8  
Pantone® 7563 C



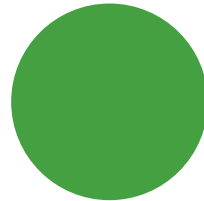
HEX: 4D5149  
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CMYK: 59-48-58-44  
Pantone® 418 C



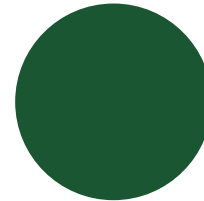
HEX: D8D6D7  
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CMYK: 14-12-11-0  
Pantone® 2330 C



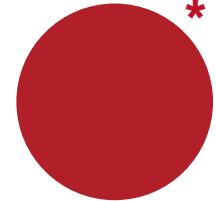
HEX: A4D65E  
RGB: 164-214-94  
CMYK: 37-0-77-0  
Pantone® 367 C



HEX: 4AAF4E  
RGB: 74-175-78  
CMYK: 70-0-93-5  
Pantone® 7738 C



HEX: 00562A  
RGB: 0-86-42  
CMYK: 80-9-88-60  
Pantone® 357 C



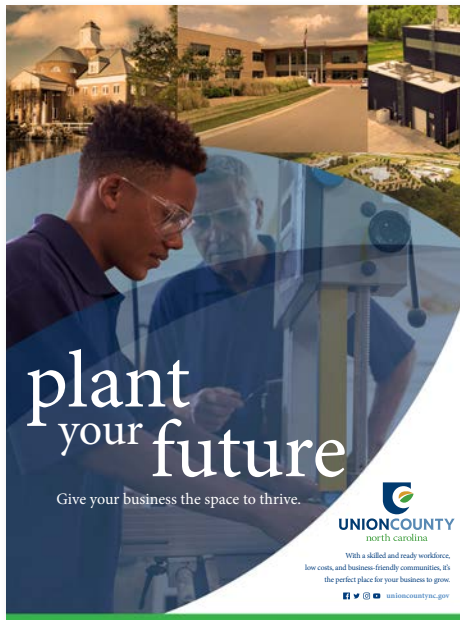
HEX: AB2328  
RGB: 171-35-40  
CMYK: 0-100-87-22  
Pantone® 7621 C

\*RED is primarily intended for use by Emergency Services and the Board of Elections.  
All other departments are to use this color sparingly.

# Visual Style

A strong visual style is accomplished when you glance at a brochure, sign or webpage and you immediately know that it is one of "ours." The only way to achieve this is with consistency and great graphic design. We are all in this together and we ask you to work with us on accomplishing this consistency. The materials shown give you a glimpse of how our brand comes to life and begins to cement our visual style.

To request a new marketing/communications piece or redesign of an existing item, please complete a **Marketing/Communications Request Form** found on County Connect homepage.



# Typefaces – Everyday Use

Files have been provided in a variety of formats that allow use of the Union County logo without purchasing typefaces. All Union County logos are considered artwork and their design, including the typeface, should not be changed.

The following typefaces are considered “system fonts”, which are installed by default on most computers running Microsoft Windows programs. These will serve as your primary headline, subhead, highlight and body copy typefaces.

## Basic Communication

For use in everyday programs: Word, PowerPoint, Publisher, etc.

### Times New Roman Regular

Primary Headline Font

1 2 3 4 5 6 7 8 9 0  
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z  
a b c d e f g h i j k l m n o p q r s t u v w x y z

### Times New Roman Bold

Primary Subheader/Callout Font

1 2 3 4 5 6 7 8 9 0  
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z  
a b c d e f g h i j k l m n o p q r s t u v w x y z

### Century Gothic Regular

Primary Body Font

1 2 3 4 5 6 7 8 9 0  
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z  
a b c d e f g h i j k l m n o p q r s t u v w x y z

### Century Gothic Bold

Primary Highlight/Callout Font

1 2 3 4 5 6 7 8 9 0  
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z  
a b c d e f g h i j k l m n o p q r s t u v w x y z



# Typefaces – Advanced / Designer Use

The following typefaces are intended for use in advanced design programs such as InDesign, Illustrator, and Photoshop. These typefaces must be activated through Adobe Fonts or properly licensed through another online font vendor.

All Union County logos are considered artwork and their design, including the typeface, should not be changed.

## Advanced Designer Fonts

For professional design use only in advanced programs: InDesign, Illustrator, Photoshop

### Minion Pro Regular

Primary Headline Font

1 2 3 4 5 6 7 8 9 0  
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z  
a b c d e f g h i j k l m n o p q r s t u v w x y z

### Minion Pro Bold

Primary Subheader/Callout Font

1 2 3 4 5 6 7 8 9 0  
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z  
a b c d e f g h i j k l m n o p q r s t u v w x y z

### Museo Sans 300

Primary Body Font

1 2 3 4 5 6 7 8 9 0  
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z  
a b c d e f g h i j k l m n o p q r s t u v w x y z

### Museo Sans 700

Primary Highlight/Callout Font

1 2 3 4 5 6 7 8 9 0  
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z  
a b c d e f g h i j k l m n o p q r s t u v w x y z

## Websafe Typefaces

Available for download at: [fonts.google.com](https://fonts.google.com)

### Quattrocento

Alternate Font for Minion Pro

### Noto Sans

Alternate Font for Museo Sans

# Everyday Use


We will bring the brand to life in many ways every day. It is important to remember that our new brand isn't only about a visual (or logo), it is how we talk about ourselves. Refer to other sections of this guide on the voice portions of our brand. A few of the everyday visuals that almost everyone will use are shown on the following pages.

## Email Signature

Email is pervasive in our work life and one of the key ways we interact with each other and our residents, business, partners and visitors. It is critical that all employees use the official County email signature formats outlined below. Emails must include disclaimer provided by the Legal department. Do not add more messaging or content to your signature.

### New Message Format


**First Last**  
Title | Department  
T 555.555.5555  
M 555.555.5555  
first.last@unioncountync.gov  
unioncountync.gov

 **UNION COUNTY**  
north carolina

Union County Government  
Street Address, Suite 555  
City, State Zip

Email correspondence to and from this sender may be subject to the North Carolina Public Records law and may be disclosed to third parties. If you are not the intended recipient of this email, please contact the sender immediately.

**Brent Ayers**  
Brand Manager | Public Communications  
T 704.383.3559  
M 619.991.7310  
brent.ayers@unioncountync.gov  
unioncountync.gov

 **UNION COUNTY**  
north carolina

Union County Government  
500 N. Main Street, Suite 716  
Monroe, NC 28112

Email correspondence to and from this sender may be subject to the North Carolina Public Records law and may be disclosed to third parties. If you are not the intended recipient of this email, please contact the sender immediately.

### Reply Format

**First Last**  
Title | Department  
T 555.555.5555  
M 555.555.5555  
unioncountync.gov

Email correspondence to and from this sender may be subject to the North Carolina Public Records law and may be disclosed to third parties. If you are not the intended recipient of this email, please contact the sender immediately.

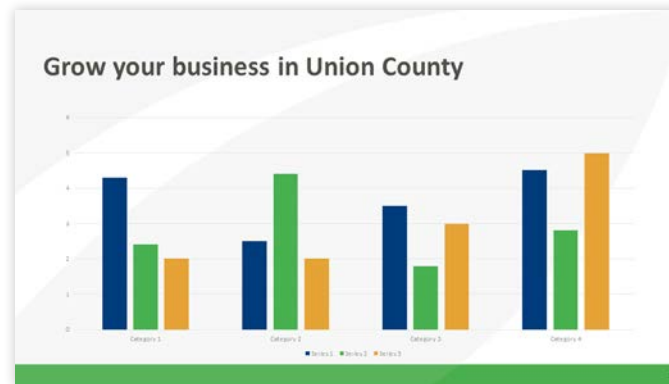
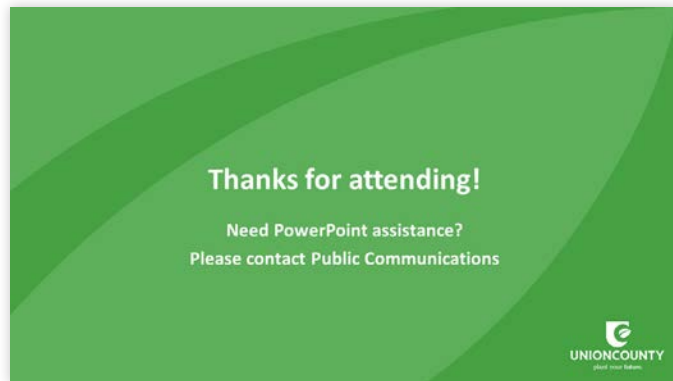
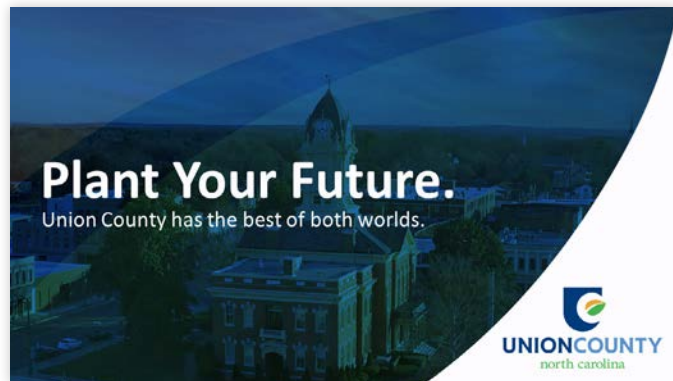
# Everyday Use

## PowerPoint template

Our official PowerPoint template provides slides templates that help with ease of use as well as many opportunities for creativity and use of color. We strongly encourage you to search best practices on building effective PowerPoints.

A few simple rules are:

- Keep your slides consistent. (Our template should help you with that.)
- Make it visual. Do not overload with words!
- One rule of thumb (5/5/5 rule)-No more than 5 words per line, no more than 5 lines per slide and no more than 5 text-heavy slides in a row in your presentation
- 1 minute per slide. Another general rule of thumb is that most presenters take 1 minute per slide so consider that when building your presentation.

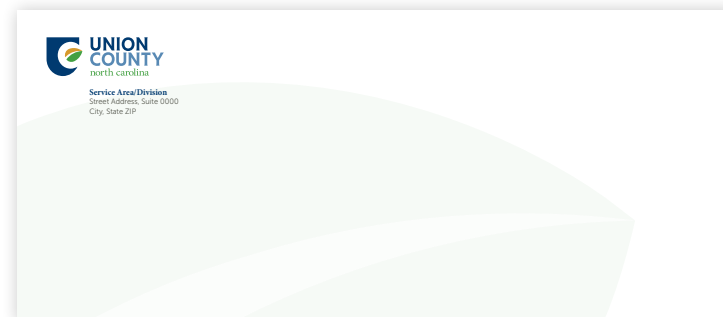
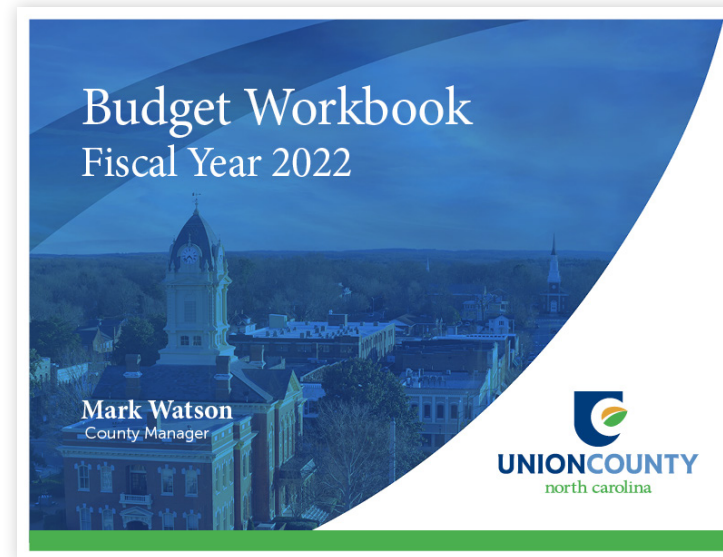


If you have questions or problems with using the template, or need help with an important presentation, please contact: **Brent Ayers**, Brand Manager, 704.283.3559.

# Everyday Use

## Microsoft Word Templates

Templates for various Word documents (letterhead, memo, report cover, general document, envelope) will be available on County Connect. In the future, we anticipate having them available directly in Word for ease of use. If you need help with a custom cover or report, please contact: **Brent Ayers**, Brand Manager, 704.283.3559.



# Marketing/Communications Use

Outside of everyday use, there are materials that will be designed and produced by Public Communications in collaboration with departments. Examples of these types of materials are social media images, booths/banner stands, giveaways (pens, mugs, etc.), wearables (shirts, hats, outerwear, etc.), brochures, and facility signage.

By working with Public Communications, we will accomplish one very important goal--consistency in the application of our brand. We are experts in marketing and communications and want to help you with producing the best version of the materials that you need to communicate your program.



# Writing Guide – Words Matter

Just as consistency is critical for our visuals, it is equally important in what we write and say about ourselves. As they say, the devil is in the details, and we must be aware of small things like using current department names consistently and following a writing style guide. The following will provide general writing best practices along with writing standards for us to follow as an organization.

## Union County Writing Rules and Tips

- **AP Style.** Public Communications follows AP Style for all communications. The only exceptions may be in social media content to account for brevity and space limits. Doing an internet search referencing AP style will often help you with ensuring you are following the style guidelines.
- **Residents vs Citizens.** Union County Government serves residents. Not citizens.
- **Plain Language.** Public Communications will always try to write in plain language. Many of the following best practices will support writing that way.
- **Phone Numbers.** In official communications and material, we will use periods in writing phone numbers. Example: 704.283.3500
- **Web Address.** In official communications and material, we will exclude the “www” prefix. Example: unioncountync.gov
- **Oxford Comma.** Public Communications will follow the AP Style rule on oxford commas. They will be used on all series except very simple. An example of a simple series: My favorite colors are red, purple and green. An example of normal/more complex: A comprehensive plan is a multi-disciplinary document, establishing a vision of the community in the future, with recommendations for infrastructure, land use, economic development, and environmental protection that help implement that vision.
- **Spacing Between Sentences.** In accordance with AP Style, we will use one space between sentences.
- **Grade Level.** Public Communications will aim for 6th grade reading level for external communications.
- **Active Voice.** Use active voice instead of passive. It is simpler and more direct.
- **Consider Bullets.** Use bulleted lists when possible break up huge blocks of text.
- **Avoid Jargon and Acronyms.** Write for the person with the least amount of knowledge on a topic.

If you have questions or need help with an important piece of communication, please contact:

**Liz Cooper**, Public Communications Manager, 704.283.3587.

# County Seal Guidelines

The Union County seal is an important historical artifact and representation of our past. It will continue to be used in isolated instances limited to legal and Board of Commissioners purposes, and not for general use in the County's materials. When used, one of the three marks below will be used.

There are two primary reasons for this shift in usage. By its nature, the seal is very complex in design and not effective for quick recognition and easy duplication. Secondly, Union County has launched a new brand (and logo) that exemplifies our past, present and future. In order to build trust and recognition in that brand we must be consistent in the use of our new visuals. Our goal is for residents, businesses and visitors to become very familiar with our new mark and not create confusion with multiple visuals.



## PRIMARY – Blue & White Seal

This seal should be used when the seal is to be printed in color applications using the dark blue brand color.

HEX: 003C7C  
RGB: 0-60-124  
CMYK: 100-73-0-33  
Pantone® 654 C



## Black & White Seal

This seal should be used when the seal is to be printed in black and white.



## Reversed Out Seal

The reversed out seal may be used on dark backgrounds that provide sufficient contrast, or on a brand color as shown.

# Photography

Our approach to photography conveys the feelings of community; a community that celebrates an independent spirit, cultivates knowledge, and invigorates hard work. Whether the photo is showing residents or employees in an activity, in conversation or just being present, it will communicate our optimism and the determination that drives us toward a better future in Union County. Photographs should represent the true nature of Union County, its beautiful scenery and supportive neighbors.



Scenic | Familiar



Diverse | Supportive | Hard Working



Teamwork | Safety | Real Life Situation

## THINGS TO THINK ABOUT

When curating or creating photos for Union County, think about their use and the end goal.

- **Type of photo.** Remember, our photos are consumer-facing, will be seen by the public and need to best represent the County as a large, diverse organization that strengthens the public's confidence in the value of our services and resources. This applies to photos used in print or digital.
- **Composition of the photo.** Do you need a close-up photo so you can see the emotion of the moment? Or do you need a wide shot to show the community? Also consider if you need space for copy over the photo— headline, subheads, body copy or call to action.
- **Authenticity.** Our photos should communicate a story in the most natural, organic manner possible. Try to avoid photos that look staged.
- **Diversity.** Be aware of your community and ensure it's reflected in your photos. You can bring diversity to your photos in many ways: ethnicity, age, body shape, gender, individual features, etc.
- **Union County logo.** When present in a photo, ensure it's shown in a natural, never forced manner.



Avoid stock photographs and images where the subject is looking directly into the camera.



# Image File Type Usage

Use of digital artwork, i.e., logos, in different applications requires the use of different digital file formats. To ensure the best quality reproduction, the following file format uses are suggested:

Word	PowerPoint	Web (HTML)	InDesign
.EPS	.PNG	.JPG	.EPS
.JPG	.JPG	.PNG	.TIF
.TIF			.JPG

## .JPG and .PNG

Pixel-based images, both high and low-resolution, will lose quality if scaled/resized larger than the provided size. Logos in this format are primarily used for in-house printing from a laser printer and for viewing on screen. This is also the preferred format for programs that are not design-based, such as Microsoft Word, Microsoft Excel, and Microsoft PowerPoint. The .PNG format includes a transparent background. The .JPG files are on a white background.

## .EPS

Vector-based images will not lose quality if scaled larger than the provided size. Available for four-color process, spot color, and black & white. Primarily used for professional printing.

## Other File Formats

Additional file formats may be required by vendors to produce color-specific items. Contact Public Communications if you need an additional file type.

## **\*\*Important\*\***

Do not take screen captures of the logos for use in materials due to the poor quality it will create. If a logo file is needed, please contact **Brent Ayers**, Brand Manager.



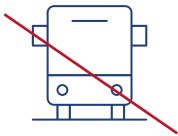
Do not use low-resolution, pixelated images/logo's.

# Graphic Elements and Illustrations

Our logo contains features that convey distinct and deliberate messages about our brand. The blue U-shaped icon represents strength and stability while the white space forming the C reflects the open and inviting feel of Union County. The leaf shape is a nod to the abundant natural resources and impact of agriculture on Union County's past and future. Within the leaf is a beautiful horizon that draws the eye upward and forward into a strong future that is possible in Union County. These elements may be used in conjunction with the brand colors:

## Consistency is Key

- Leaf shape used in background
- Rounded corner of graphic reflective of logo's U-shape
- Use of complementary brand colors
- Leaf shape used in place of traditional bullet points



- Use filled icons with high-contrast similar in style to the logo's leaf shape
- Do not use outlined icons with low contrast
- Do not use cartoon-type clip art



- Brand color photo overlay using the same radius curve as the leaf element in Union County's logo



- Brand color photo overlay using the same radius curve as the leaf element in Union County's logo



- Brand color bar used as footer for page or image overlay



# Logo Guidelines

The following guidelines illustrate the proper use of the primary Union County logo.



## 4 Color Logo

The logo may be represented in full color using either spot color or 4 color process printing techniques.  
\*Should only be used on a white, light gray, or light tan background.



## Grayscale Logo

This logo should be used when printing the logo in 4 color is not an option.



## Black & White Logo

This logo should be used when the logo is to be printed in black and white.



## Reversed Out Logo

The reversed out logo may be used on dark backgrounds that provide sufficient contrast, or on a brand color as shown.

## Logo Spacing

No other object should be placed within the safe area around the logo. The safe area is an area identified by the height of the letter "U" in the logo.



# Logo Guidelines

The following guidelines illustrate the proper use of the Union County logo with the tagline.



## 4 Color Logo

The logo may be represented in full color using either spot color or 4 color process printing techniques. \*Should only be used on a white, light gray, or light tan background.

## Logo Spacing

No other object should be placed within the safe area around the logo. The safe area is an area identified by the height of the letter "U" in the logo.



## Grayscale Logo

This logo should be used when printing the logo in 4 color is not an option.



## Black & White Logo

This logo should be used when the logo is to be printed in black and white.



## Reversed Out Logo

The reversed out logo may be used on dark backgrounds that provide sufficient contrast, or on a brand color as shown.

# Logo Guidelines

The following guidelines illustrate the proper use of the horizontal Union County logo with the tagline.



## 4 Color Logo

The logo may be represented in full color using either spot color or 4 color process printing techniques.

\*Should only be used on a white, light gray, or light tan background.



## Grayscale Logo

This logo should be used when printing the logo in 4 color is not an option.



## Black & White Logo

This logo should be used when the logo is to be printed in black and white.



## Reversed Out Logo

The reversed out logo may be used on dark backgrounds that provide sufficient contrast, or on a brand color as shown.

## Logo Spacing

No other object should be placed within the safe area around the logo. The safe area is an area identified by the height of the letter "U" in the logo.



# Logo Guidelines

The following guidelines illustrate the proper use of the alternate horizontal Union County logo with the tagline.



## 4 Color Logo

The logo may be represented in full color using either spot color or 4 color process printing techniques.  
\*Should only be used on a white, light gray, or light tan background.



## Grayscale Logo

This logo should be used when printing the logo in 4 color is not an option.



## Black & White Logo

This logo should be used when the logo is to be printed in black and white.



## Reversed Out Logo

The reversed out logo may be used on dark backgrounds that provide sufficient contrast, or on a brand color as shown.

## Logo Spacing

No other object should be placed within the safe area around the logo. The safe area is an area identified by the height of the letter "U" in the logo.



# Logo Guidelines

The following guidelines illustrate the proper use of the Union County logo with the state.



## 4 Color Logo

The logo may be represented in full color using either spot color or 4 color process printing techniques.

\*Should only be used on a white, light gray, or light tan background.



## Grayscale Logo

This logo should be used when printing the logo in 4 color is not an option.



## Black & White Logo

This logo should be used when the logo is to be printed in black and white.



## Reversed Out Logo

The reversed out logo may be used on dark backgrounds that provide sufficient contrast, or on a brand color as shown.

## Logo Spacing

No other object should be placed within the safe area around the logo. The safe area is an area identified by the height of the letter "U" in the logo.





# Icon Guidelines

The following guidelines illustrate the proper use of the Union County icon.



## 4 Color Icon

The icon may be represented in full color using either spot color or 4 color process printing techniques.

\*Should only be used on a white, light gray, or light tan background.



## Grayscale Icon

This icon should be used when printing the icon in 4 color is not an option.



## Black & White Icon

This icon should be used when the icon is to be printed in black and white.



## Reversed Out Icon

The reversed out icon may be used on dark backgrounds that provide sufficient contrast, or on a brand color as shown.

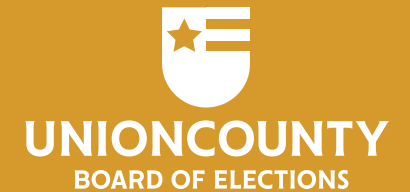
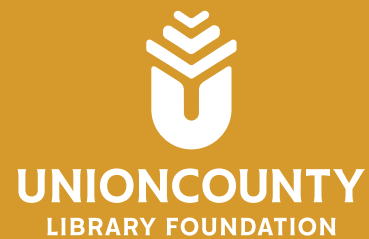
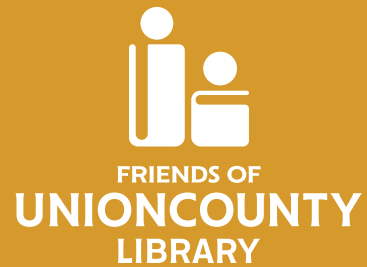
## Icon Spacing

No other object should be placed within the safe area around the icon. The safe area is an area identified by the width of the "leaf" in the icon.



# Department/Partner Logos

The Union County and Department/Partner logos have been created as a consistent logo family. Ensuring proper usage will increase the recognition and unity of the brands of all of the entities. All general guidelines in this manual should be applied when using any logo in the family of logos.



# Department/Partner Logo Guidelines

The following guidelines illustrate the proper use of the Union County Library logo.

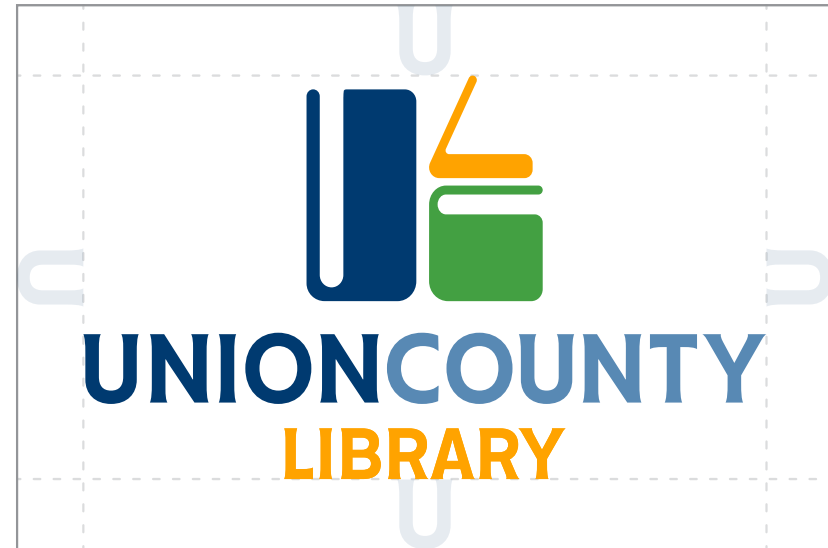


## 4 Color Logo

The logo may be represented in full color using either spot color or 4 color process printing techniques. \*Should only be used on a white, light gray, or light tan background.

## Logo Spacing

No other object should be placed within the safe area around the logo. The safe area is an area identified by the height of the letter "U" in the logo.



## Grayscale Logo

This logo should be used when printing the logo in 4 color is not an option.



## Black & White Logo

This logo should be used when the logo is to be printed in black and white.

## Alternate Logo Variations

To accommodate possible layout restrictions and/or various uses, we have also included the following alternate versions of the logo within the logo suite. The guidelines within these brand standards apply to all partner/department logos and variations.



## Reversed Out Logo

The reversed out logo may be used on dark backgrounds that provide sufficient contrast, or on a brand color as shown.



HORIZONTAL



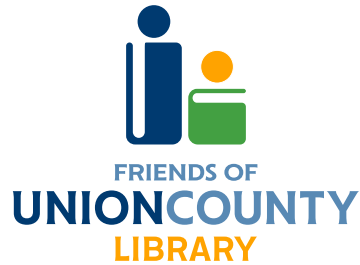
ALTERNATE HORIZONTAL



ICON

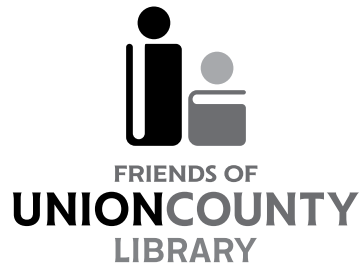
# Department/Partner Logo Guidelines

The following guidelines illustrate the proper use of the Friends of Union County Library logo.



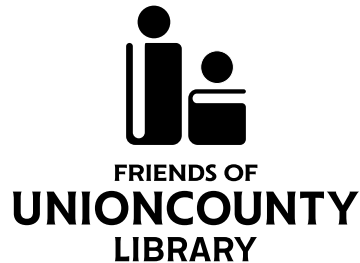
## 4 Color Logo

The logo may be represented in full color using either spot color or 4 color process printing techniques. \*Should only be used on a white, light gray, or light tan background.



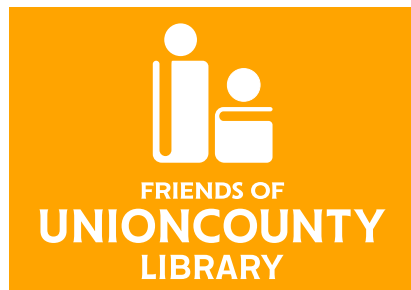
## Grayscale Logo

This logo should be used when printing the logo in 4 color is not an option.



## Black & White Logo

This logo should be used when the logo is to be printed in black and white.



## Reversed Out Logo

The reversed out logo may be used on dark backgrounds that provide sufficient contrast, or on a brand color as shown.

## Logo Spacing

No other object should be placed within the safe area around the logo. The safe area is an area identified by the height of the letter "U" in the logo.



## Alternate Logo Variations

To accommodate possible layout restrictions and/or various uses, we have also included the following alternate versions of the logo within the logo suite. The guidelines within these brand standards apply to all partner/department logos and variations.



HORIZONTAL



ICON

# Department/Partner Logo Guidelines

The following guidelines illustrate the proper use of the Union County Library Foundation logo.



## 4 Color Logo

The logo may be represented in full color using either spot color or 4 color process printing techniques. \*Should only be used on a white, light gray, or light tan background.



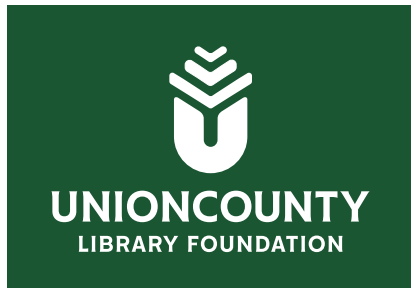
## Grayscale Logo

This logo should be used when printing the logo in 4 color is not an option.



## Black & White Logo

This logo should be used when the logo is to be printed in black and white.

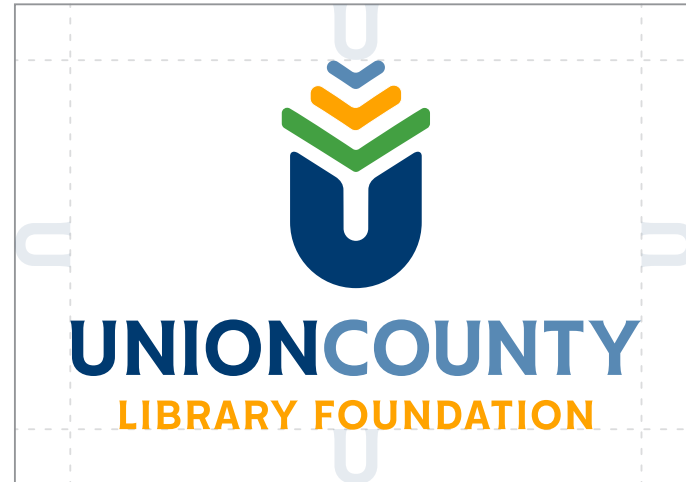


## Reversed Out Logo

The reversed out logo may be used on dark backgrounds that provide sufficient contrast, or on a brand color as shown.

## Logo Spacing

No other object should be placed within the safe area around the logo. The safe area is an area identified by the height of the letter "U" in the logo.



## Alternate Logo Variations

To accommodate possible layout restrictions and/or various uses, we have also included the following alternate versions of the logo within the logo suite. The guidelines within these brand standards apply to all partner/department logos and variations.



HORIZONTAL



ICON

# Department/Partner Logo Guidelines

The following guidelines illustrate the proper use of the Union County Emergency Services logo.



## 4 Color Logo

The logo may be represented in full color using either spot color or 4 color process printing techniques. \*Should only be used on a white, light gray, or light tan background.



## Grayscale Logo

This logo should be used when printing the logo in 4 color is not an option.



## Black & White Logo

This logo should be used when the logo is to be printed in black and white.



## Reversed Out Logo

The reversed out logo may be used on dark backgrounds that provide sufficient contrast, or on a brand color as shown.

## Logo Spacing

No other object should be placed within the safe area around the logo. The safe area is an area identified by the height of the letter "U" in the logo.



## Alternate Logo Variations

To accommodate possible layout restrictions and/or various uses, we have also included the following alternate versions of the logo within the logo suite. The guidelines within these brand standards apply to all partner/department logos and variations.



HORIZONTAL



ALTERNATE HORIZONTAL



ICON

# Department/Partner Logo Guidelines

The following guidelines illustrate the proper use of the Union County Parks & Recreation logo.



## 4 Color Logo

The logo may be represented in full color using either spot color or 4 color process printing techniques. \*Should only be used on a white, light gray, or light tan background.



## Grayscale Logo

This logo should be used when printing the logo in 4 color is not an option.



## Black & White Logo

This logo should be used when the logo is to be printed in black and white.



## Reversed Out Logo

The reversed out logo may be used on dark backgrounds that provide sufficient contrast, or on a brand color as shown.

## Logo Spacing

No other object should be placed within the safe area around the logo. The safe area is an area identified by the height of the letter "U" in the logo.



## Alternate Logo Variations

To accommodate possible layout restrictions and/or various uses, we have also included the following alternate versions of the logo within the logo suite. The guidelines within these brand standards apply to all partner/department logos and variations.



HORIZONTAL



ALTERNATE HORIZONTAL



ICON

# Department/Partner Logo Guidelines

The following guidelines illustrate the proper use of the Union County Water logo.



## 4 Color Logo

The logo may be represented in full color using either spot color or 4 color process printing techniques. \*Should only be used on a white, light gray, or light tan background.



## Grayscale Logo

This logo should be used when printing the logo in 4 color is not an option.



## Black & White Logo

This logo should be used when the logo is to be printed in black and white.



## Reversed Out Logo

The reversed out logo may be used on dark backgrounds that provide sufficient contrast, or on a brand color as shown.

## Logo Spacing

No other object should be placed within the safe area around the logo. The safe area is an area identified by the height of the letter "U" in the logo.



## Alternate Logo Variations

To accommodate possible layout restrictions and/or various uses, we have also included the following alternate versions of the logo within the logo suite. The guidelines within these brand standards apply to all partner/department logos and variations.



HORIZONTAL



ALTERNATE HORIZONTAL



ICON



# Department/Partner Logo Guidelines

The following guidelines illustrate the proper use of the Monroe Union County Economic Development Logo.



## 4 Color Logo

The logo may be represented in full color using either spot color or 4 color process printing techniques.

## Logo Spacing

No other object should be placed within the safe area around the logo. The safe area is an area identified by the height of the letter "U" in the logo.



## Black & White Logo

This logo should be used when the logo is to be printed in black and white.

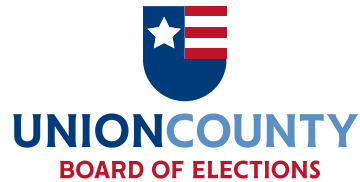


## Reversed Out Logo

The reversed out logo may be used on dark backgrounds that provide sufficient contrast, or on a brand color as shown.

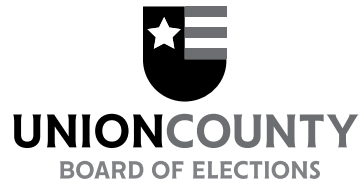
# Department/Partner Logo Guidelines

The following guidelines illustrate the proper use of the Union County Board of Elections logo.



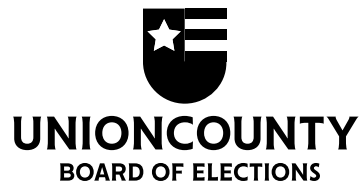
## 4 Color Logo

The logo may be represented in full color using either spot color or 4 color process printing techniques. \*Should only be used on a white, light gray, or light tan background.



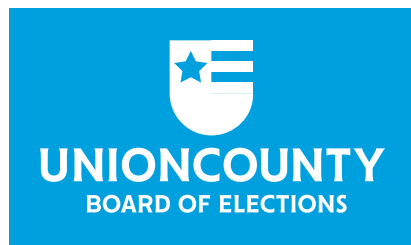
## Grayscale Logo

This logo should be used when printing the logo in 4 color is not an option.



## Black & White Logo

This logo should be used when the logo is to be printed in black and white.

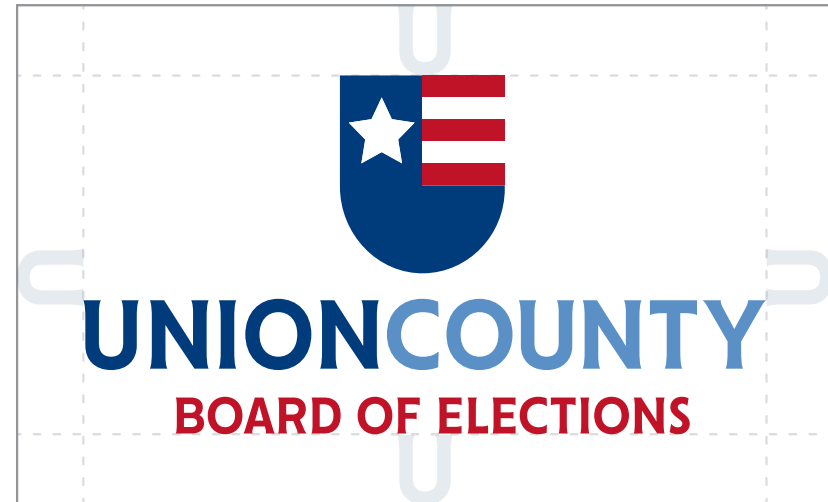


## Reversed Out Logo

The reversed out logo may be used on dark backgrounds that provide sufficient contrast, or on a brand color as shown.

## Logo Spacing

No other object should be placed within the safe area around the logo. The safe area is an area identified by the height of the letter "U" in the logo.



## Alternate Logo Variations

To accommodate possible layout restrictions and/or various uses, we have also included the following alternate versions of the logo within the logo suite. The guidelines within these brand standards apply to all partner/department logos and variations.



HORIZONTAL



ALTERNATE HORIZONTAL



ICON

# Monument and Facility Signage

Our facility and roadside signage will maintain a consistent look and feel that reflects natural elements found within Union County. Adhering to brand guidelines will ensure that all departments and programs will be promoted and highlighted as belonging to one organization.





**UNIONCOUNTY**  
north carolina



## 11 APPENDIX E – TEMPLATE AGREEMENT

### RFP 2021-096 Branded Items Fulfillment and Online Company Store

**Informational Purposes Only - Do not submit with proposal.**

STATE OF NORTH CAROLINA

**TEMPLATE 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 N. 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.

WITNESS:

UNION COUNTY

BY: \_\_\_\_\_  
Lynn G. West, Clerk to the Board

BY: \_\_\_\_\_(SEAL)  
William M. Watson, County Manager

WITNESS:

[Contractor's Full Legal Name]

BY: \_\_\_\_\_

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 N. Main Street, Suite #130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

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

Department:   
Contract #:

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

I. Certificate Holder shall be listed as follows:

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

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