



Request for Proposals No. 2022-050 Managed Print Services

Due Date: April 26, 2022
Time: 10:00 AM EDT
Receipt Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Procurement Representative

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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Proposals No. 2022-050 Managed Print Services

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 **10:00 AM EDT on April 26, 2022.** Late submittals will not be accepted.

Union County, through its Information Technology Department, is soliciting proposals from experienced and qualified firms to provide a multi-function copier solution and third party vendor solution countywide, including supplies and services to maintain production.

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 (Bid by Departments, search County of Union).

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement Representative listed on the cover page (vicky.watts@unioncountync.gov) no later than **April 18, 2022 at 10:00 AM 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 **10:00 AM EDT on April 26, 2022** per the instructions below. Any submittals received after this date and time shall be rejected without exception.

2.2 PROPOSAL SUBMISSION REQUIREMENTS

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

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

Paper submissions will not be accepted.

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

Union County reserves the right to:

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

2.3 PROPOSAL QUESTIONS


Proposal questions will be due on or before **April 18, 2022 at 10:00 AM EDT**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by email to Vicky Watts at 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 and www.ips.state.nc.us.

2.4 PROPOSAL ADDENDUM

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

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



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

2.5 COMMUNICATION

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

3 INTRODUCTION

3.1 COUNTY

The County (estimated population 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 Information Technology Department, is soliciting proposals from experienced and qualified firms to provide a multi-function copier (MFD) solution, as well as supplies and services to maintain production.

4 BACKGROUND

Union County currently maintains a MFD Print/Copy technology through a third-party vendor. The current contract was obtained through a Cooperative Agreement, and this is a new solicitation for this service. This is a new solicitation for this service. The estimated number of printers is 255. No amount is guaranteed.


For additional information, refer to Appendix E – Current Inventory & Locations and Appendix F – 2020 Annual Usage.

5 SCOPE OF WORK

Offerors must provide a printing solution that includes hardware and software, deployment, installation, setup, and training.

The system should consider user-friendly functionality, supply replenishment program, practiced security measures, and equipment service as critical components of the RFP.

The solution must provide a mix of black & white and color printers and multifunction printing devices and printing services. The multifunction devices should include scan to email, copying, two-sided printing, multiple paper sizes, and a fax over IP solution. The County desires to enter



into a contract providing supplies and services to maintain production (i.e. toner, waste toner bottles, staples, technical support and repairs).

5.1 MFD TECHNOLOGY

MFD Print/Copy cost accounting software must provide:

- Single authentication, for copy, print, scan, or FAX required, integration with Microsoft Active Directory and HID Proximity Card
- Billing report provides copier production detail by
 - Department name
- Universal Print Driver
- Secure Print Release known as "pull printing" or called "Find-Me Printing" is a roaming print solution where users print to a single queue and jobs will be "pulled" to any printer where they authenticate
- IT staff access to seeing vendor's ticketing, scheduling, and cost through a portal
- Mobile Printing: allow employees to print with smartphones and tablets
- Scanning to email and/or folders
- Fax /eFax integration
- Integration for our Library Cassie and ITC Systems for their patrons.

5.2 INFRASTRUCTURE

Union County believes strongly in network integrity. The ability to set up device to permit only authorized users and groups to access and print the device is crucial. Devices must be limited to designated IP/ MAC addresses. Active Directory Integration is required. All data on devices must be encrypted and upon retirement of the device, hard drives must be destroyed

All devices must be compatible with the County's network infrastructure and meet best practices for security and compliance. All devices must possess a security feature(s) that prevents files remaining on the hard drive of the device from being accessed by unauthorized individuals.

The devices must use a universal device driver that operates on Microsoft Windows.


All server software must be compatible with and run on Microsoft Windows Server 2016 running in a VMWare 6.5 Virtual Environment.

5.3 HARD DRIVE SECURITY

If a device is removed or replaced from the County the Vendor will remove the device's internal hard drive and turn it over to the County IT Department for disposal.

5.4 ENTERPRISE-WIDE LICENSES

Enterprise-wide licenses for any software or hardware required to perform copy, print, scan, and fax functions must be included in the pricing structure. It is expected that all multi-function devices will be connected to the respective networks and that all employees will utilize them. Any software or hardware necessary for the staff, approximately 1200, to utilize all aspects of the equipment must be included in the proposal. The County



expects the structure will include price breaks at reasonable intervals for the number of licenses acquired.

5.5 PRINTING

Devices must be able to print documents at a minimum of 600 dpi. Network printing to Multi-function devices must be invoiced to a specific department by use of account code set up. For HIPPA compliance we require lock print. Please note in your proposal if a stand-alone printer server (or fax solution server) is required or if it would be virtual. The County has two devices that print checks with MICR ink.

5.6 SCANNING

The scanning functionality must have the ability to scan documents into the minimum of *.JPEG and *.PDF at a minimum of 600 x 600 dpi. The devices need to have the ability to connect to the county's email system user listing via our on premises Active Directory and scan to email and folders using the formats listed in both color and black & white on letter, legal and ledger sized paper.

Scanning and other functions that do not cause an image to be placed on a substrate shall not be subject to charges.

5.7 FAXING

Faxing functionality must be capable over network connection. Inbound faxes must be received via an inbound folder. We own RightFax as our VOIP faxing solution, but we are open to using alternatives. We have 67 MFDs using RightFax. Additionally, we have four analog fax locations that also will need to keep this solution. One of our new buildings is also investigating analog fax functionality.

5.8 MAINTENANCE

The chosen vendor must maintain the proposed system if implemented. Vendors must provide technical support for all hardware. Software maintenance, including bug fixes, feature and technology upgrades, must be included in the RFP.

5.9 DEVICE SUPPLIES

The chosen vendor must provide the supplies, maintenance items, and repair parts relating to equipment. The vendor will be responsible for keeping an adequate stock of supplies and repair parts so that no county department has an unreasonable delay in productivity. If the manufacturers are not in the USA, include a plan for uninterrupted service to the County in the event of unplanned emergencies and disasters. Vendor will include surge protectors, power cords, and network cords for all devices. We have central locations for supplies in all of our locations and would like the chosen vendor to ship supplies directly to these locations.



5.10 ADMINISTRATIVE REQUIREMENTS

Union County desires the ability to accurately bill departments based on usage. The vendor must provide one invoice in an Excel (or Excel compatible) spreadsheet emailed to the appointed County Contact. The monthly invoice will include all costs associated with the monthly cycle counters from departments. The invoice shall at a minimum include:

1. Invoice number;
2. Bill date;
3. Department name and location;
4. Machine serial number and ID number linked to a billing account;
5. Machine made and model;
6. Current meter reading;
7. Previous meter reading;
8. Black & white volume for the month;
9. Color volume for the month;
10. Service copy counts performed by vendor;
11. Total month volume;
12. Dollar amount for each machine;
13. Dollar and number total for all machines.

5.11 SUPPORT

Union county anticipates the chosen vendor will have the technical expertise, staffing, and protocols to effectively support the implementation of its product in Union county. Live support should be offered during Union County regular business hours (M-F 8 -5) with a plan to handle our 24 x 7 locations at a by call rate.

5.12 TRAINING

On-site training shall be provided for each machine at vendor expense. Training to include operation of all features including copy modes, print modes including duplexing and envelope printing where appropriate, FAX operations, and scanning where available is required as well as provide access on-line training or job aids for the devices. The vendor will provide administration and troubleshooting training for any software installed as part of this project.

Training by manufacturer-certified trainers must be available throughout the life of this agreement.

5.13 DOCUMENTATION

The vendor will provide complete documentation of location, setup and configuration of all installed devices, hardware, software, etc. and will maintain and update as necessary the documentation throughout the term of the contract.

5.14 WARRANTY

Proposals shall include the exact periods of on-site warranty coverage for both parts and labor for all proposed equipment. These warranties should provide for the operability of the devices and system.



5.15 PROJECT IMPLEMENTATION

The selected vendor is required to perform all installations and verify operation of the equipment with the County. Requests to install or remove devices and network printing components are to be completed within 45 calendar days of order.

6 SERVICE/MAINTENANCE SPECIFICATIONS

6.1 SERVICE

Service must be performed in a manner consistent with accepted industry standards and is to be defined as preventive maintenance, emergency calls, parts and all other services required to keep the devices operational and maintained in good working order, including network printing, in the current environment. The awarded Vendor must maintain complete service records detailing the device serviced, response time, time needed to affect the repair and the problem diagnosed. A provision for a backup (loaner) device should be made for those repairs requiring more than 3 days to complete. Devices experiencing more than three (3) service calls in a given month for the same issue will be replaced with a like-for-like device at no additional expense to the County at the request of the County.

Vendors must provide on-site service during the County's normal operating hours of 8:00 am to 5:00 pm.

6.2 AFTER HOURS SERVICE

After hours, service must be available from a qualified service technician. Vendor to quote cost for services provided outside normal working hours, including night and weekend service.

6.3 SERVICE CALL

Vendor to indicate a standard maximum time to respond to requests for on-site service. Preference will be given to Vendors able to respond by being on site in three hours or less. In no case shall the Vendor fail to respond on site by the close of business on the day the call is placed for calls placed before noon, or by noon of the following business day for calls placed after noon.

6.4 FACTORY CERTIFIED STAFF

The Vendor agrees to provide factory certified service for the entire time the equipment is in place at the County. In the event that service or parts for any piece of equipment are no longer available, the Vendor agrees to provide a replacement device having comparable functionality and operating specifications at no additional cost to the County.

Service personnel must meet the certification requirements of the manufacturer and have completed the required training for the equipment being serviced. Please specify certification levels and training for your service personnel.



6.5 PREVENTIVE MAINTENANCE

Vendor to specify how and when preventive maintenance is to be performed. Customers will be notified at least one business day in advance of planned preventive maintenance.

6.6 REPORTING

The Vendor will provide a report in electronic format for each billing cycle detailing service calls by device, location, and source/type of problem. The report must include a plan to resolve persistent problems. Specific details of the report should include monthly average response time to service calls, elapsed time to repair, identification of any devices requiring three (3) or more service calls, the nature or description of the service provided or problem/failure encountered, copy volume for each device, and a listing of the devices installed during the billing cycle.

6.7 RECURRING SERVICE PROBLEMS

Machines experiencing more than three service calls per month will be permanently replaced with a like-for-like machine at no additional expense to the County. Devices that will be down for 3 or more days will require a like-for-like loaner at no additional expense.

6.8 DELAYED PARTS AND SERVICE

In the event that service and/or parts for any equipment placed under this agreement are not available within two business days, the Vendor agrees to provide a like-for-like replacement of the device at no additional cost to the County by the end of the third business day. In the event that a like-for-like replacement is not available, the Vendor agrees to install a “loaner” device with comparable functional and operational specifications at his/her expense and leave the loaner in place until the original device is repaired or replaced to the satisfaction of the County.

6.9 PARTS AND SUPPLIES ON SITE

To ensure continuity of service, the Vendor is required to maintain on site a minimum of two week inventory of toner and other consumable supplies and frequently needed parts for all machines placed and/or serviced under the terms of this agreement.

6.10 MOVES, ADDS AND CHANGES

From time to time the departments within the County move to other locations, and will require that an MFD be moved to the new location or an additional MFD may be required or copy/print demands may require a different device be swapped in, under the terms of this agreement there will be no charges for Moves, Adds and Changes.

7 ADMINISTRATIVE SPECIFICATIONS

7.1 ACQUISITION FROM OTHER SOURCES

The County reserves the right to acquire equipment from other sources should the County determine that the contractor's offered equipment does not meet the specific need of a particular customer within the County.



7.2 SOFTWARE UPGRADES AND CHANGES

The Vendor shall be responsible for providing the most recent versions of all operating firmware, software, print drivers, spoolers, and print languages including PCL and Adobe® PostScript®. The Vendor is responsible for providing certified network and technical support to ensure compatibility with the County's technology systems, network protocols, and operating procedures.

7.3 DELIVERY REQUIREMENTS

All items to be procured by the County, as a result of this RFP shall be quoted F.O.B. destination, freight prepaid.

7.4 EQUIPMENT REMOVAL REQUIREMENTS

The removal costs for all equipment installed at the County will be the responsibility of the Vendor.

7.5 WARRANTY

Proposals shall include the exact periods of on-site warranty coverage for both parts and labor for all proposed equipment.

7.6 INSTALLATIONS

The Vendor is required to perform all installations and verify operation of the equipment with the County. Requests to install or remove devices and network printing components are to be completed within 45 calendar days of order.

7.7 STATEMENT OF WORK

The Vendor will provide a written statement of work detailing the proposed installation schedule. The County must approve the final installation schedule.

7.8 ENVIRONMENT

It is expressly understood that the County is a place of business. Installations and service activities will be carried out in such a way as to minimize interruptions and disruptions to business activities.

7.9 WASTE MATERIAL REMOVAL

Vendor is expected to remove all waste packing materials promptly following installation of equipment.

7.10 MANUFACTURER'S CERTIFICATION

All proposals shall include documentation from each manufacturer of equipment being offered under the terms of this agreement certifying that the Vendor is a bona fide dealer for that manufacturer's products and that the dealer is authorized to submit a proposal on such equipment.



7.11 DOCUMENTATION

The vendor will provide complete documentation of location, setup and configuration of all installed devices, hardware, software, etc. and will maintain and update as necessary the documentation throughout the term of the contract.

8 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

8.1 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.

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

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

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

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 1** – Cover Letter
- **Section 2** – Company Qualifications and Experience
- **Section 3** – Staff Experience
- **Section 4** – Proposed Printing Solution
- **Section 5** – Implementation and Work Plan
- **Section 6** – Maintenance and Support Program
- **Section 7** – References
- **Section 8** – Cost Proposal
 - Appendix A – Cost Proposal
- **Section 9** – Required Forms
 - Appendix B – Proposal Submission (signed)
 - Appendix C – Addenda Receipt and Anti-Collusion (signed)

8.2.1 SECTION 1 – COVER LETTER

Provide the following information about your company *in your* cover letter. 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. Describe your interest in this project and the unique advantage your firm and team bring.
5. Stipulate that the proposal price will be valid for a period of 120 days.
6. 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."

8.2.2 SECTION 2 – COMPANY QUALIFICATIONS 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?

8.2.3 SECTION 3 – 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.

8.2.4 SECTION 4 – PROPOSED PRINTING SOLUTION

Provide a detailed description of your proposed solution addressing the requirements outlined in Section 4 (Scope of Work). At a minimum, your response must include the following information:

- Provide a detailed description of the software solution, explaining the technical capabilities and functionality features of the proposed product.
- License Structure: Please describe the bidder's software licensing structure in detail. Do so for each product or module if they differ from one another.
- Warranty: Describe what is included with the manufacturer's warranty(s).
- Pricing: Fill

8.2.5 SECTION 5 – IMPLEMENTATION AND WORK PLAN

This section covers various aspects of the successful Offeror's approach to implementing projects. Please respond with as much relevant detail to Union County, project as possible given the information you've been provided in this RFP.

- Project Team: List the bidder's project team. Provide names, roles, involvement levels and durations, and relevant experience for each person on the team.
- Timeline: Provide a schedule to implement the proposed software system. This should include time to review and access current processes and technologies and a timeline for the integration of the new system.
- Training: Describe what type of training and the number of people to be trained that is included as part of the software installation. Describe how you will schedule and provide for training of end users, technical staff, and system administrators including initial training, consultation, and follow-up training. Describe what types of additional training may be available either through the bidder's company or through another agency.

- A brief description of each task and its work products. Include milestone, associated work products and desired outcomes

8.2.6 SECTION 6 – MAINTENANCE AND SUPPORT PROGRAM

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

Maintenance

- Describe the details and duration of any manufacturer's warranty on proposed software system.
- How often do you provide product updates? Include the firm’s willingness and plan for keeping its products up-to-date. “Up-to-date” is defined as continuously adding or replacing products to take advantage of new technology and complying with emerging industry standards.
- Describe the process by which user input is incorporated into new product releases.
- What is included in the annual maintenance contract?

Support

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

8.2.7 SECTION 7 – 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 one former client that stopped doing business with you in 2021 and include the following:

- Name of Client/Firm
- Contact Name and Title
- Address
- Direct Phone Number
- Email Address

- Service Dates
- Summary of Scope of Services

8.2.8 SECTION 8 – COST PROPOSAL

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 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. See evaluation criteria in 8.4 Evaluation Selection Process.

Offerors must submit a completed **Appendix A – Cost Proposal** form in this section.

8.2.9 SECTION 9 – REQUIRED FORMS

Offerors must include signed copies of the following documents:

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

8.3 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.

8.4 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.

8.5 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.

8.6 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.

9 GENERAL CONDITIONS AND REQUIREMENTS

9.1 TERMS AND CONDITIONS

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



9.2 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).

9.3 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.

9.4 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.

9.5 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

9.6 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.



9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

9.12 INDEMNIFICATION

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

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10 APPENDIX A – COST PROPOSAL

RFP 2022-014 Managed Print Services

SUBMIT WITH PROPOSAL

Company Name: _____

Page 1 of 2

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 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. See evaluation criteria in 8.4 Evaluation Selection Process.

Based on the requirements of this solicitation, Appendix A – Cost Proposal, should be completed and submitted in Section 8 of the Proposal Format. The monthly estimated usage amounts provided are not guaranteed.

Print/Copy: In this section, provide cost per page or cost per license for each category and multiply by the estimated monthly usage to enter total cost.

Print/Copy Categories	Estimated Monthly Usage	Cost per Page	Cost per License	Total Cost
MFD - Image B&W	75,000			
MFD - Image Color	125,000			
Printer - Image B&W	75,000			
Printer - Image Color	125,000			

If a minimum set-amount of impressions is part of the total cost, provide the following:

- Minimum amount: _____
- Cost: _____
- Overage cost per impression: _____

Cost Proposal Continued on Next Page

Appendix A – Cost Proposal

Company Name: _____

Page 2 of 2

Lease/License: In this section, provide cost for leases and cost for licenses per category based on the estimated usages provided.

Category	Estimated Monthly Usage	Cost
MFD - Lease Cost	200	
Printer - Lease Cost	55	
Fax Licenses	80 MFDs @ 100 Faxes	
Software Licenses (by printer)	255	
Software Licenses (by staff member)	1,000	

Additional Categories – In this section, provide cost per category.

Category	Cost
Annual Maintenance	
Implementation	
Hardware	
After Hour Support - Cost per Hour , 24hr x 7days (Required)	

End of Cost Proposal



11 APPENDIX B – PROPOSAL SUBMISSION

RFP 2022-014 Managed Print Services

SUBMIT WITH PROPOSAL

This Proposal is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

County/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-advertise this project. Proposal is valid for 120 days. Proposal is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____



12 APPENDIX C – ADDENDUM AND ANTI-COLLUSION

RFP 2022-014 Managed Print Services

SUBMIT WITH PROPOSAL

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

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

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

Company Name: _____

Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____

13 APPENDIX D – CURRENT INVENTORY & LOCATIONS

RFP 2022-014 Managed Print Services

Informational Purposes Only - Do not submit with proposal.

Make/Model	Serial Number	Location	Asset Type
Asset Center : North Carolina : Indian Trail			
Ricoh SP 3600DN	T636HA00459	Indian Trail Library	Print
Ricoh MP C4504	G716MA61037	Indian Trail Library	MFD
Ricoh MP C2504	G756RA10322	Indian Trail-Sheriff's Office	MFD
Ricoh SP C440DN	X686P901066	Indian Trail Library	Print
Ricoh MP C2004	G746R510321	Indian Trail Library	MFD
Ricoh MP C2004	G746R510505	Indian Trail Library	MFD
Ricoh SP 3600DN	T636H901559	Indian Trail Library	Print
Ricoh SP C440DN	X686P901090	Indian Trail-Sheriff's Office	Print
Asset Center : North Carolina : Marshville			
Ricoh MP 301SPF	W916PA04208	Marshville-Library	MFD
Ricoh MP C2504	G756RA10498	Marshville-Library	MFD
Ricoh SP C440DN	X686P900779	Marshville-Library	Print
Asset Center : North Carolina : Monroe			
Ricoh MP 301SPF	W916P703997	Government Center	MFD
Ricoh MP C2004	G746RA10451	Monroe-Main Library	MFD
Ricoh SP C440DN	X686P100405	Utility Operations Center	Print
Ricoh MP 301	W918P600630	Crooked Creek WWTP	MFD
Ricoh MP C2004	G746R810046	Government Center	MFD
Ricoh MP C4504	G716MA10090	Government Center	MFD
Ricoh MP 301SPF	W916PA01868	Government Center	MFD
Ricoh MP 301SPF	W916P704001	Government Center	MFD
Ricoh MP C4504	G716MA60049	Government Center	MFD
Ricoh MP 301SPF	W916P703999	Government Center	MFD
Ricoh MP C2504	G756RA10294	Government Center	MFD
Ricoh MP C4504	G716MA61697	Government Center	MFD
Ricoh MP C2004	G746RA10471	Government Center	MFD
Ricoh MP C4504	G716MA10432	Government Center	MFD
Ricoh MP 2554SP	G146RA00335	Government Center	MFD
Ricoh MP 2554SP	G146RA00420	Government Center	MFD
Ricoh MP 2554SP	G146RA00317	Government Center	MFD
Ricoh MP 4054SP	G176RA30040	Government Center	MFD
Ricoh MP C2004	G746RA10489	Government Center	MFD
Ricoh MP 4054SP	G176RA30925	Government Center	MFD
Ricoh IM C2500	3099RB00277	Government Center	MFD
Ricoh MP C2004	G746RA10501	Government Center	MFD
Ricoh MP C4504	G716MA61698	Government Center	MFD
Ricoh MP C2004	G746R710662	Government Center	MFD
Ricoh MP C6004	G736MA60606	Agriculture Center	MFD

Ricoh MP C2004	G746R610466	Agriculture Center	MFD
Ricoh MP 301SPF	W916PA02249	County Garage	MFD
Ricoh MP C2504	C778R810130	Monroe-Main Library	MFD
Ricoh MP 301SPF	W916PA02247	Utility Operations Center	MFD
Ricoh MP C2504	G756RA10191	Sheriff's Office	MFD
Ricoh MP 2554SP	G146RA00527	Sheriff's Office	MFD
Ricoh SP C440DN	X686P900655	Sheriff's Office	Print
Ricoh SP C440DN	X686P900182	Government Center	Print
Ricoh MP 301SPF	W916P903161	Government Center	MFD
Ricoh MP 301SPF	W916P700758	Government Center	MFD
Ricoh SP C440DN	X686P900710	Government Center	Print
Ricoh SP 3600DN	T636H900534	Government Center	Print
Ricoh SP C440DN	X686P500904	Government Center	Print
Ricoh MP 2554SP	C83164954	Government Center	MFD
Ricoh SP 3600DN	T636H900004	Government Center	Print
Ricoh SP 4510DN	T576H500028	Government Center	Print
Ricoh SP 4510DN	T576H500035	Government Center	Print
Ricoh SP 4510DN	T576HA00262	Government Center	Print
Ricoh SP 3600DN	T636H602110	Government Center	Print
Ricoh SP 3600DN	T636H900529	Government Center	Print
Ricoh SP 3600DN	T636HA00516	Government Center	Print
Ricoh SP C440DN	X686P900904	Government Center	Print
Ricoh MP 4054SP	G176R831667	Government Center	MFD
Ricoh MP C2504	G756RA10532	Government Center	MFD
Ricoh MP 301SPF	W916PA04214	County Landfill	MFD
Ricoh SP C440DN	X686P900957	County Landfill	Print
Ricoh MP C2004	G746RA10467	Utility Operations Center	MFD
Ricoh MP C4504	G716MA60782	Sheriff's Office	MFD
Ricoh SP 3600DN	T636H602116	Sheriff's Office	Print
Ricoh MP 301SPF	W916PA04213	Sheriff's Office	MFD
Ricoh SP 3600DN	T636HA00419	Sheriff's Office	Print
Ricoh SP C262DNW	Y868PA00059	Board of Elections	Print
Ricoh MP C6004	G736MA60903	Transportation/Nutrition/Garage	MFD
Ricoh SP C440DN	X686P900906	Government Center	Print
Ricoh SP C440DN	X686P900211	Government Center	Print
Ricoh MP C4504	G716MA60452	Government Center	MFD
Ricoh SP C440DN	X686P900915	Government Center	Print
Ricoh SP 4510DN	T576H901348	Government Center	Print
Ricoh MP C2504	G756RA10201	Government Center	MFD
Ricoh MP C4504	G716MA61616	Government Center	MFD
Ricoh SP C440DN	X686P900724	Government Center	Print
Ricoh MP C4504	G716M910388	Government Center	MFD
Ricoh SP 3600DN	T636H900544	Government Center	Print
Ricoh SP 3600DN	T636H900505	Government Center	Print
Ricoh SP 3600DN	T636H900530	Government Center	Print
Ricoh IM C2500	3090R200380	Government Center	MFD
Ricoh MP 301SPF	W916PA01886	Government Center	MFD
Ricoh SP 3600DN	T636H900542	Government Center	Print
Ricoh SP 3600DN	T636H900516	Government Center	Print

Ricoh MP C4504	G716MA60268	Government Center	MFD
Ricoh SP C440DN	X686P900184	Government Center	Print
Ricoh MP C2004	G746RA10569	Government Center	MFD
Ricoh MP 301SPF	W916PA01858	Government Center	MFD
Ricoh SP 3600DN	T636H900503	Government Center	Print
Ricoh MP 301SPF	W916PA02102	Government Center	MFD
Ricoh SP C440DN	X686P900671	Government Center	Print
Ricoh MP C2504	G756RA10430	Government Center	MFD
Ricoh SP 3600DN	T636H900540	Agriculture Center	Print
Ricoh SP C440DN	X686P900683	Agriculture Center	Print
Ricoh SP 3600DN	T636HA00411	Agriculture Center	Print
Ricoh MP C2004	G746RA10570	Animal Shelter	MFD
Ricoh SP 3600DN	T636HA00415	Animal Shelter	Print
Ricoh MP C2004	G746RA10567	Monroe-Main Library	MFD
Ricoh MP C4504	G716MA61064	Monroe-Main Library	MFD
Ricoh MP C2004	G746RA10572	Monroe-Main Library	MFD
Ricoh MP 2554SP	G146RA00138	Monroe-Main Library	MFD
Ricoh MP C2004	G746RA10585	Monroe-Main Library	MFD
Ricoh MP C2504	G756RA10176	Monroe-Main Library	MFD
Ricoh MP C2004	G746RA10531	Sheriff's Office	MFD
Ricoh MP C2004	G746RA10601	Sheriff's Office	MFD
Ricoh MP 301SPF	W916PA04206	Sheriff's Office	MFD
Ricoh MP C4504	G716MA60781	Sheriff's Office	MFD
Ricoh SP 4510DN	T576H901302	Sheriff's Office	Print
Ricoh SP 3600DN	T636H901406	Sheriff's Office	Print
Ricoh SP C440DN	X686P300152	Transportation/Nutrition/Garage	Print
Ricoh MP C2004	G756RA10168	Government Center	MFD
Ricoh SP C440DN	X686P400768	Monroe Library	Print
Ricoh SP 4510DN	T576H901206	Monroe Library	Print
Ricoh SP 3600DN	T636HA00495	Monroe Library	Print
Ricoh SP 3600DN	T636H900536	Monroe Library	Print
Ricoh SP C440DN	X686P901053	Monroe Library	Print
Ricoh SP 3600DN	T636H900545	Monroe Library	Print
Ricoh SP 3600DN	T636HA00567	Monroe Library	Print
Ricoh SP 3600DN	T636H900432	Monroe Library	Print
Ricoh MP C2004	G746RA10577	Judicial Center	MFD
Ricoh MP 301SPF	W916P704003	Judicial Center	MFD
Ricoh MP 301SPF	W916PA02613	Animal Shelter	MFD
Ricoh MP 301SPF	W916PA04207	Sheriff's Office	MFD
Ricoh SP C440DN	X686P900973	Sheriff's Office	Print
Ricoh MP C4504	G716MA60070	Sheriff's Office	MFD
Ricoh MP C4504	G716MA60175	Sheriff's Office	MFD
Ricoh MP C6004	G736MA60312	Jail - Main	MFD
Ricoh MP C6004	G736MA60902	Jail - Main	MFD
Ricoh MP C4504	G716MB60556	Jail - Main	MFD
Ricoh MP C2004	G746RA10461	Jail - Main	MFD
Ricoh SP C440DN	X686P200055	Jail - Main	Print
Ricoh SP C440DN	X686P200042	Jail - Main	Print
Ricoh SP 3600DN	T636HA00397	Judicial Center	Print

Ricoh MP C2004	G746RA10478	Judicial Center	MFD
Ricoh MP 301SPF	W916PA02248	Judicial Center	MFD
Ricoh MP 301SPF	W916PA04216	Trailer	MFD
Ricoh SP C440DN	X686P900212	Trailer	Print
Ricoh MP C6503	C067CA00229	DSS	MFD
Ricoh MP 301SPF	W916PA01864	DSS	MFD
Ricoh SP 4510DN	T577HA01369	DSS	Print
Ricoh SP 4510DN	T577HA01367	DSS	Print
Ricoh SP 4510DN	T577HA01362	DSS	Print
Ricoh SP 4510DN	T577HA01351	DSS	Print
Ricoh SP 4510DN	T577HA01033	DSS	Print
Ricoh SP 4510DN	T577HA01363	DSS	Print
Ricoh SP 4510DN	T577HA01019	DSS	Print
Ricoh SP 4510DN	T577HA01339	DSS	Print
Ricoh MP C4504EX	C737M940080	DSS	MFD
Ricoh MP C4504EX	C737M940165	DSS	MFD
Ricoh SP 4510DN	T577HA01366	DSS	Print
Ricoh MP C4504EX	C737M940158	DSS	MFD
Ricoh MP C4504EX	C737M841346	DSS	MFD
Ricoh SP C440DN	X686P200116	DSS	Print
Ricoh MP C4504EX	C737M940092	DSS	MFD
Ricoh MP C3004EX	C717MC10506	DSS	MFD
Ricoh MP C4504EX	C737M940146	DSS	MFD
Ricoh MP C4504EX	C737M940160	DSS	MFD
Ricoh MP C307	C508P103022	DSS	MFD
Ricoh MP C3004EX	C718M110079	DSS	MFD
Ricoh MP C307	C508P103087	DSS	MFD
Ricoh MP C4504EX	C737M841354	DSS	MFD
Ricoh MP C4504EX	C737M940159	DSS	MFD
Ricoh MP C3004EX	C717MC10034	DSS	MFD
Ricoh SP 4510DN	T577HA00134	DSS	Print
Ricoh SP 4510DN	T577HA01346	DSS	Print
Ricoh SP 4510DN	T577HA01040	DSS	Print
Ricoh SP 4510DN	T577HA00982	DSS	Print
Ricoh SP 4510DN	T577HA01023	DSS	Print
Ricoh SP 4510DN	T577HA01037	DSS	Print
Ricoh SP 4510DN	T577HA00194	DSS	Print
Ricoh SP 4510DN	T577HA01358	DSS	Print
Ricoh SP 4510DN	T577HA01353	DSS	Print
Ricoh SP 4510DN	T577HA01030	DSS	Print
Ricoh SP 4510DN	T577HA01032	DSS	Print
Ricoh SP 4510DN	T577HA01354	DSS	Print
Ricoh SP 4510DN	T577HA01035	DSS	Print
Ricoh SP 4510DN	T577HA01364	DSS	Print
Ricoh SP 4510DN	T577HA01045	DSS	Print
Ricoh SP 4510DN	T577HA01360	DSS	Print
Ricoh SP 4510DN	T577HA00168	DSS	Print
Ricoh SP 4510DN	T577HA01031	DSS	Print
Ricoh MP C4504EX	C737M940153	DSS	MFD

Ricoh MP C4504EX	C737M940208	DSS	MFD
Ricoh MP C4504EX	C737M940091	DSS	MFD
Ricoh MP C3004EX	C717MC10171	DSS	MFD
Ricoh MP C4504EX	C737M841339	DSS	MFD
Ricoh MP C4504EX	C737M940163	DSS	MFD
Ricoh MP C3004EX	C718M110086	DSS	MFD
Ricoh MP C4504EX	C737M940145	DSS	MFD
Ricoh MP 301SPF	W916PA01892	DSS	MFD
Ricoh SP 3600DN	T636HA00650	DSS	Print
Ricoh SP 4510DN	T576H901277	DSS	Print
Ricoh SP 4510DN	T576HA00708	DSS	Print
Ricoh MP C3004EX	C717MC10909	DSS	MFD
Ricoh SP 4510DN	T576H901208	DSS	Print
Ricoh SP C440DN	X686P200149	DSS	Print
Ricoh SP 3600DN	T636HA00388	DSS	Print
Ricoh SP 4510DN	T577HA00191	DSS	Print
Ricoh SP 4510DN	T577HA01357	DSS	Print
Ricoh SP 4510DN	T577HA01368	DSS	Print
Ricoh SP 4510DN	T577HA01370	DSS	Print
Ricoh SP 4510DN	T577HA00184	DSS	Print
Ricoh SP 4510DN	T577HA01025	DSS	Print
Ricoh SP C440DN	X686P900708	DSS	Print
Ricoh MP C4504EX	C737M940132	DSS	MFD
Ricoh MP C3004EX	C717MC10007	DSS	MFD
Ricoh MP C3004EX	C717MC10959	DSS	MFD
Ricoh MP C4504EX	C737M940194	DSS	MFD
Ricoh SP 4510DN	T577HA01365	DSS	Print
Ricoh SP 4510DN	T577HA01386	DSS	Print
Ricoh IM C2500	3090R200477	Cooperative Extension	MFD
Ricoh IM C2500	3099R800477	Operations Center	MFD
Ricoh IM C2500	3090R200458	Government Center	MFD
Asset Center : North Carolina : Waxhaw			
Ricoh SP 4510DN	T598HC00094	Parks and Recreation	Print
Ricoh MP C2504	C778R510470	12 mile WWTP	MFD
Ricoh MP C2004	G746R510335	Waxhaw-Library	MFD
Ricoh MP 301SPF	W916PA04212	Waxhaw-Library	MFD
Ricoh MP C4504	G716M910417	Cane Creek Park	MFD
Ricoh SP 4510DN	T576H901500	Cane Creek Park	Print
Ricoh SP 3600DN	T636HA00460	Cane Creek Park	Print
Ricoh SP C440DN	X686P901070	Cane Creek Park	Print
Asset Center : North Carolina : Wingate			
Ricoh MP C307	C508PB02701	Board of Commissioners	MFD

End of Current Inventory and Locations

14 APPENDIX E – 2020 ANNUAL USAGE

RFP 2022-014 Managed Print Services

Informational Purposes Only - Do not submit with proposal.

Serial Number	Model	Total Pages Total AMV	Mono Pages Total AMV	Color Pages Total AMV
3090R200380	IM C2500	152	40	112
3090R200458	IM C2500	2356	1529	826
3090R200477	IM C2500	615	196	418
3099R800477	IM C2500	3682	910	2771
3099RB00277	IM C2500	2894	519	2374
C067CA00229	MP C6503	11294	3152	8142
C508P103022	MP C307	281	23	257
C508P103087	MP C307	1163	229	933
C508PB02701	MP C307	1135	848	286
C717MC10007	MP C3004ex	6090	1834	4256
C717MC10034	MP C3004ex	6583	1739	4843
C717MC10171	MP C3004ex	6183	3212	2970
C717MC10506	MP C3004ex	2067	1686	381
C717MC10909	MP C3004ex	2767	1547	1220
C717MC10959	MP C3004ex	11148	4399	6749
C718M110079	MP C3004ex	3668	1171	2497
C718M110086	MP C3004ex	470	270	200
C737M841339	MP C4504ex	11342	5255	6087
C737M841346	MP C4504ex	2416	1209	1206
C737M841354	MP C4504ex	14138	3889	10249
C737M940080	MP C4504ex	9845	3966	5879
C737M940091	MP C4504ex	1758	501	1257
C737M940092	MP C4504ex	847	225	621
C737M940132	MP C4504ex	2760	1131	1629
C737M940145	MP C4504ex	10902	3459	7442
C737M940146	MP C4504ex	2251	871	1379
C737M940153	MP C4504ex	5025	1767	3257
C737M940158	MP C4504ex	2763	1265	1498
C737M940159	MP C4504ex	24425	9758	14667
C737M940160	MP C4504ex	9293	5205	4087
C737M940163	MP C4504ex	6961	4756	2204
C737M940165	MP C4504ex	10228	3866	6361
C737M940194	MP C4504ex	3118	1543	1575
C737M940208	MP C4504ex	5369	2273	3096
C778R510470	MP C2504ex	2807	1567	1240
C778R810130	MP C2504ex	1894	757	1137
G146RA00138	MP 2554	613	613	0
G146RA00317	MP 2554	2088	2088	0
G146RA00335	MP 2554	902	902	0

G146RA00527	MP 2554	1569	1569	0
G176R831667	MP 4054	5598	5598	0
G176RA30040	MP 4054	2143	2143	0
G176RA30925	MP 4054	1270	1270	0
G716M910388	MP C4504	7950	3006	4944
G716M910417	MP C4504	8234	4615	3618
G716MA10090	MP C4504	4402	2630	1771
G716MA10432	MP C4504	6039	1135	4903
G716MA60049	MP C4504	5237	2289	2947
G716MA60070	MP C4504	8248	6251	1996
G716MA60175	MP C4504	2048	1196	851
G716MA60268	MP C4504	10258	1071	9187
G716MA60452	MP C4504	6128	3719	2408
G716MA60781	MP C4504	7084	2005	5079
G716MA60782	MP C4504	14598	11023	3575
G716MA61037	MP C4504	2576	867	1709
G716MA61064	MP C4504	18438	8474	9963
G716MA61616	MP C4504	815	559	256
G716MA61697	MP C4504	9501	2536	6965
G716MA61698	MP C4504	5358	932	4425
G716MB60556	MP C4504	6467	3379	3087
G736MA60312	MP C6004	5587	2317	3269
G736MA60902	MP C6004	11770	6724	5046
G736MA60903	MP C6004	6024	1736	4288
G746R510321	MP C2004	186	146	39
G746R510335	MP C2004	984	439	544
G746R510505	MP C2004	1675	1255	419
G746R710662	MP C2004	3038	1764	1274
G746R810046	MP C2004	850	277	573
G746RA10451	MP C2004	3082	1034	2047
G746RA10461	MP C2004	1797	1042	754
G746RA10467	MP C2004	4313	2452	1860
G746RA10471	MP C2004	1910	565	1345
G746RA10478	MP C2004	1347	544	803
G746RA10489	MP C2004	1321	329	992
G746RA10501	MP C2004	2156	587	1569
G746RA10531	MP C2004	875	448	427
G746RA10567	MP C2004	1520	576	944
G746RA10569	MP C2004	2063	1406	656
G746RA10570	MP C2004	1303	731	571
G746RA10572	MP C2004	597	176	421
G746RA10577	MP C2004	922	479	443
G746RA10585	MP C2004	1022	131	890
G746RA10601	MP C2004	2157	671	1486
G756RA10168	MP C2504	4000	2717	1282
G756RA10176	MP C2504	1012	815	196
G756RA10191	MP C2504	3755	1412	2342
G756RA10201	MP C2504	3056	1312	1743
G756RA10294	MP C2504	1742	402	1340

G756RA10322	MP C2504	3600	1615	1984
G756RA10430	MP C2504	3951	802	3148
G756RA10498	MP C2504	1154	560	593
G756RA10532	MP C2504	5062	1858	3203
T576H500028	SP 4510DN	966	966	0
T576H500035	SP 4510DN	9	9	0
T576H901208	SP 4510DN	362	362	0
T576H901277	SP 4510DN	253	253	0
T576H901302	SP 4510DN	341	341	0
T576H901348	SP 4510DN	9710	9710	0
T576HA00708	SP 4510DN	21	21	0
T577HA00134	SP 4510DN	23	23	0
T577HA00168	SP 4510DN	3	3	0
T577HA00184	SP 4510DN	44	44	0
T577HA00191	SP 4510DN	297	297	0
T577HA00194	SP 4510DN	110	110	0
T577HA00982	SP 4510DN	6	6	0
T577HA01019	SP 4510DN	2	2	0
T577HA01023	SP 4510DN	10	10	0
T577HA01025	SP 4510DN	453	453	0
T577HA01030	SP 4510DN	0	0	0
T577HA01031	SP 4510DN	11	11	0
T577HA01032	SP 4510DN	2	2	0
T577HA01033	SP 4510DN	37	37	0
T577HA01035	SP 4510DN	87	87	0
T577HA01037	SP 4510DN	269	269	0
T577HA01040	SP 4510DN	0	0	0
T577HA01045	SP 4510DN	20	20	0
T577HA01339	SP 4510DN	148	148	0
T577HA01346	SP 4510DN	0	0	0
T577HA01351	SP 4510DN	14	14	0
T577HA01353	SP 4510DN	1	1	0
T577HA01354	SP 4510DN	19	19	0
T577HA01357	SP 4510DN	80	80	0
T577HA01360	SP 4510DN	3	3	0
T577HA01362	SP 4510DN	119	119	0
T577HA01363	SP 4510DN	159	159	0
T577HA01364	SP 4510DN	0	0	0
T577HA01365	SP 4510DN	158	158	0
T577HA01366	SP 4510DN	15	15	0
T577HA01367	SP 4510DN	200	200	0
T577HA01368	SP 4510DN	25	25	0
T577HA01369	SP 4510DN	147	147	0
T577HA01370	SP 4510DN	29	29	0
T598HC00094	SP 4510SF	302	302	0
T636H602110	SP 3600DN	70	70	0
T636H900505	SP 3600DN	235	235	0
T636H900516	SP 3600DN	483	483	0
T636H900529	SP 3600DN	998	998	0

T636H900534	SP 3600DN	982	982	0
T636H900544	SP 3600DN	61	61	0
T636HA00388	SP 3600DN	616	616	0
T636HA00397	SP 3600DN	70	70	0
T636HA00516	SP 3600DN	1217	1217	0
T636HA00650	SP 3600DN	524	524	0
W916P700758	Aficio MP 301	1361	1361	0
W916P703999	Aficio MP 301	1040	1040	0
W916P704001	Aficio MP 301	1889	1889	0
W916P704003	Aficio MP 301	0	0	0
W916P903161	Aficio MP 301	978	978	0
W916PA01858	Aficio MP 301	2549	2549	0
W916PA01864	Aficio MP 301	131	131	0
W916PA01868	Aficio MP 301	48	48	0
W916PA01886	Aficio MP 301	369	369	0
W916PA01892	Aficio MP 301	2133	2133	0
W916PA02102	Aficio MP 301	1154	1154	0
W916PA02248	Aficio MP 301	187	187	0
W916PA02249	Aficio MP 301	557	557	0
W916PA02613	Aficio MP 301	1025	1025	0
W916PA04206	Aficio MP 301	1402	1402	0
W916PA04207	Aficio MP 301	385	385	0
W916PA04208	Aficio MP 301	74	74	0
W916PA04212	Aficio MP 301	184	184	0
W916PA04213	Aficio MP 301	716	716	0
W916PA04214	Aficio MP 301	182	182	0
W918P600630	Aficio MP 301	675	675	0
X686P100405	SP C440DN	544	181	363
X686P200042	SP C440DN	1859	680	1179
X686P200055	SP C440DN	211	72	138
X686P200116	SP C440DN	102	32	69
X686P200149	SP C440DN	320	124	196
X686P300152	SP C440DN	427	152	275
X686P500904	SP C440DN	208	63	145
X686P900182	SP C440DN	2206	635	1570
X686P900184	SP C440DN	14	4	10
X686P900211	SP C440DN	1161	194	966
X686P900212	SP C440DN	151	62	89
X686P900655	SP C440DN	214	60	154
X686P900671	SP C440DN	49	26	23
X686P900683	SP C440DN	322	49	273
X686P900708	SP C440DN	562	368	194
X686P900710	SP C440DN	2298	388	1909
X686P900724	SP C440DN	56	55	0
X686P900904	SP C440DN	1769	982	786
X686P900906	SP C440DN	738	209	528
X686P900915	SP C440DN	576	106	470
X686P900957	SP C440DN	951	332	619
X686P900973	SP C440DN	340	146	194



X686P901053	SP C440DN	236	105	131
X686P901066	SP C440DN	185	49	136
X686P901070	SP C440DN	36	17	19
X686P901090	SP C440DN	929	297	632
		465,299	225,897	239,349

End of 2020 Annual Usage



15 APPENDIX F – SAMPLE VENDOR PAYMENT NOTIFICATION
RFP 2022-014 Managed Print Services

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 at any time to get a new form if your banking information changes. If the banking information changes and you do not notify us, it will delay receipt of payment for invoices.

If you wish to receive payment via the County's VISA card, please contact Heather Howey at 704-283-3539, or send an email to heather.howey@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



16 APPENDIX G – TEMPLATE AGREEMENT

RFP 2022-014 Managed Print Services

Informational Purposes Only - Do not submit with proposal.

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."

WITNESSETH

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.