



**Request for Proposals No. 2023-050  
Laboratory Information Management System  
for Law Enforcement**

**Due Date:** April 26, 2023  
**Time:** 10:00 AM EDT  
**Receipt Location:** Electronic Submission  
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. 2023-050  
Crime Lab Laboratory Information Management System**

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, 2023.** Late submittals will not be accepted.

Union County, through the Sheriff's Office, is soliciting proposals from experienced and qualified firms to provide and implement an integrated and comprehensive Laboratory Information Management System (LIMS).

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 RFP Documents are to be submitted in writing to the Procurement Representative listed on the cover page ([vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov)) no later than **April 12, 2023 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.

*--End of Advertisement--*

## 2 SUBMITTAL DETAILS

### 2.1 PROPOSAL SUBMISSION DEADLINE AND DELIVERY ADDRESS

All Proposal Submittals are to be received by the Union County Procurement Department no later than **10:00 AM EDT on April 26, 2023** 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 12, 2023 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](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).

### 2.4 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 247,058) 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 the Sheriff's Office, is soliciting proposals from experienced and qualified firms to provide and implement an integrated and comprehensive Laboratory Information Management System (LIMS).

## 4 BACKGROUND

Currently, the Union County Sheriff's Office (UCSO) offers digital forensics and friction ridge. A chemist is on staff and the County is expanding to begin forensic toxicology and seized drug analysis. The goal of the County is to enhance and improve the quality, timeliness and scope of its forensic laboratory services. The LIMS will provide improved time savings from receipt of requests to reporting, provide for quality assurance management in accordance with ISO 17025 standards for all disciplines and move toward a paperless laboratory to reduce time spent on administrative tasks which will reduce turnaround times and increase technical productivity. The County desires to put in place a turn-key, modern, state-of-the-art Forensic Laboratory Information Management System (LIMS).

## 5 REQUIREMENTS

The UCSO Crime Laboratory has a need for an integrated electronic management system that functionally supports the following:


1. Standardizing the process of tracking cases and evidence within the department and the Laboratory;
2. Optimizing workflow across all disciplines by increasing the efficiency of receipt, processing and reporting;
3. Maintaining the overall Quality Management System to ensure compliance under the ISO 17025:2005 - International Accreditation Program. Selected firm must have a Quality Assurance module that supports the Union County Crime Lab's standards.

## 6 LIMS SPECIFICATIONS

### 6.1 SOLUTION OVERVIEW

The successful firm must supply:

1. Forensics web-based Laboratory Management System for a minimum of 10 dedicated users in multiple disciplines;
2. Chemical and Reagent inventory application for 3 dedicated users;
3. 4 Barcode readers/scanners for each section;
4. 2 Network barcode printers;
5. Administrator-level on-site training for a minimum of five days;
6. User-level on-site training for a minimum of five days;
7. Custom Reports created by, tested by, and implemented by vendor, with fields. Layout, and format designed by the user. All reports will have designated parameters (i.e. Laboratory numbers, Section, Case agency, Completion date ranges, Received date ranges, etc.). Some may include charts/graphs as follows:
  - a. Results of Analysis: Controlled Substances (Initial, Amended, Supplemental(s));
  - b. Results of Analysis: Toxicology;
  - c. Results of Analysis: Chemical Analysis;
  - d. Inventory of Toxicology HOLDS Specimens;
  - e. Employee Productivity Report to include the Number of analyses, reports, reviews, activities by an employee, section, and analysis type;
  - f. Agency Laboratory Statistics Report;
  - g. Monthly Activities Report;
  - h. Court testimony report and statistics;
  - i. DUI Statistics Report;
  - j. Seized Drug Statistics Report;
  - k. Results of Analysis: Friction Ridge;
  - l. Results of Analysis: Digital Extractions;
  - m. Case Status Reports;
  - n. Grant Metric Report;
  - o. Chain of Custody Report;
  - p. Evidence Disposition/Destruction Request;
  - q. Specimen Tracking Form/Report (Toxicology);
  - r. Submission Form/Receipt;
  - s. Batch Item Submission Report by Agency;
  - t. UCR Report by Discipline, Agency, Time Range;
  - u. Annual Report;
  - v. Employee Review Report (Activities, Prof Test Status, Etc.);
  - w. Drug Report by Drug Category; and
  - x. Analysts Case Notes Summary Sheet.
8. Annual licensing/maintenance including unlimited technical support and software upgrades; integrated web-based pre-submission analysis requests and post-analysis



reporting to a minimum of 100 concurrent users (excess of 300 total users) for the life of the contract.

## **6.2 UCISO ANAB/ANSI REQUIREMENTS**

ANAB/ANSI currently accredits most of the federal, state, and local crime laboratories in the United States and internationally. Therefore, the proposed LIMS must comply with the standards set forth by the ANAB/ANSI International Program and meet the following requirements:


1. Document the chain of custody for all evidence to laboratory submission to final disposition. This will be considered an audit trail and the records must detail each transfer and person possessing the item of evidence (i.e. person to person transfer), or the location of that item (i.e. person to person or another storage area); and
2. Implement security measures, in compliance with Federal Guidelines as stated in the CJIS Security Policy, to ensure that data transmission, processing, and storage are secure. It should be able to backup records stored electronically and prevent unauthorized access or amendments to data as per ISO/IEC 17025 Standards. LIMS must provide the ability to audit and track electronic changes.


## **6.3 LIMS FUNCTIONAL REQUIREMENTS**

The successful Offeror must adhere and/or provide the following requirements:

1. Facilitate the operational needs of each functional evidence area within UCISO. These areas include Chemistry, Toxicology, Friction Ridge, Digital Forensics, and Evidence intake;
2. Electronic signature capture capability;
3. Security features that enable the UCISO crime lab to control access to information and evidence custody. LIMS must be configurable to be based on defined user roles and permissions. Levels include: user, lead, laboratory director, and administrator as well as view-only or update privileges;
4. Single log-in to access all assigned modules;
5. Options for its users to view information on the screen, print information, and save files;
6. Provide users with the capability to investigate case status, chain of custody, audit trails, or a whole case review. There should be multiple options to search for a case ranging from use of the case number, names, FBI/SID number, serial number etc;
7. Provide alerts to supervisors regarding timelines required by SOPs or for court and investigative deadlines;
8. Enable any user the ability to login to the LIMS online in order to check case results. This access will be based on the security level (user-based roles) defined within the proposed LIMS security module;
9. Compatible with Microsoft Windows Win 7 (64-bit) or the most recent version;
10. Provide online help screens and an online tutorial detailing business processes for all users;




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11. Allow staff to assign evidence to specific locations. The locations must be user-defined (i.e., section, room, locker etc.);
  12. Allow for batch transfers of evidence to or from locations or personnel;
  13. Allow supervisors the ability to assign and reassign work to individual personnel and manage workload, and also view previous assignments;
  14. Allow personnel to review all log entries and evidence storage data for items prior to or after assignment per security access level;
  15. Provide the ability to assign evidence from the same case number to multiple analysts for analysis or re-examination;
  16. Provide functions that allow users to record results using drop-down menus and text box fields, as well as record notes into distinct fields for specific disciplines;
  17. Auto-populate fields in worksheets and reports using information entered during the evidence submission process, including pre-submission;
  18. Provide users the ability to create automated case reports based on entered results for each test, as well as the ability to create freeform reports where detailed conclusion/interpretation is warranted. The end case report must be traceable to specific evidence specimens, samples or groups of specimens, reagents used, lot numbers, instrument(s), analyst(s), and QAS document methodology version through a database audit;
  19. Provide for electronic report review by supervisors and technical and administrative review before release, as well as safeguards to prevent release prior to reviews;
  20. Ability to provide outside entities with secure case results or case status through a website where case status and results can be reviewed;
  21. Internal function that provides automated e-mail notifications to designated parties regarding the disposition of case(s) and availability of completed case reports for viewing;
  22. Link analysis results entries to required chemical management, consisting of reagent names, lot numbers, expiration dates, and quality control results;
  23. Provide for control of inventory of all laboratory consumables.
  24. Allow for reconciliation of evidence packaging and its corresponding property receipt;
  25. Provide the ability to document all calibrations, and preventive maintenance of instruments, balances, fume hoods and refrigerators and notify appropriate users of due dates via email;
  26. Allow changes to property status codes and locations individually or by batch;
  27. Allow case number maintenance (i.e. delete, modify, cross-reference) based on defined user roles and permissions;
  28. Allow for the standardization of laboratory reports as well as the option to customize reports as needed. Must provide the ability for designated users to build customized templates with ease;
  29. Ability to analysts, reviewers, and/or quality manager to issue amended reports, and automatically notify the submitter;
  30. Technical review function to allow remote review when analysts are in remote locations;

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31. Support the ability to add analytical units to include processes, data fields, and process worksheets at the user level;
  32. Provide for inventory management; and
  33. Track key QA/QC information associated with analyses including:
    - a. Proficiency testing: Status, success, date, remediation;
    - b. Continuing education: Hours, type;
    - c. Instrumentation and Equipment: certifications/calibrations/planned maintenance status;
    - d. Chemical and reagents-preparation, lot numbers, recipes, QC status, expiration date; and
    - e. Certification or licensing status of personnel.

#### **6.4 EVIDENCE CONTROL LIMS REQUIREMENTS**

The successful Offeror must adhere and/or provide the following requirements:

1. Enable the entry of the following case information:
  - a. Assign or import UCSO case number;
  - b. Case Agency;
  - c. Case Agency Number;
  - d. Analysis type requested;
  - e. Case information such as occurrence date, location, etc.;
  - f. Item number assignment;
  - g. Item description;
  - h. Item count;
  - i. Case Officer's information (name, agency, email);
  - j. Submitting agency officer information (name, agency, email);
  - k. Set link for case to lead officer;
  - l. Email notification to all personnel associated with a case in the event of a case number change;
  - m. Case scenario; and
  - n. UCR code.
2. Include appropriate flags and notifications to prevent the submission of cases without required information;
3. Provide users the ability to print the entire chain of custody for each submitted exhibit;
4. Ability to add additional evidence after the original case is created;
5. Print a barcode label for each package of evidence received or integrate and utilize the barcodes used for RMS. The information must include the case number, inventory number, and the number of packages per inventory number;
6. Provide users with the ability to search existing case numbers on the current submission prior to issuing a new case number to avoid duplication;
7. Ability to print an evidence receipt for the submitting agency as a record of each transaction;
8. Administrators must have the ability to add new users and delete them as necessary;

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9. Record the release of evidence to the case officer, courier, analyst, submitting, or case agency;
  10. Provide ad-hoc case-related correspondence, through LIMS email, with a case or submitting agencies, and the State Attorney's Office;
  11. Allow for holds to be placed on evidence and stop works to be issued as necessary; and
  12. Allow case closing and re-opening individually or by batch.

## **6.5 LOG REQUIREMENTS**


The successful Offeror must adhere and/or provide the following requirements:

1. An automated web-based tool for submitting requests to UCSO from multiple outside agencies;
2. Connectivity to all the requestors to monitor the status of requests electronically and must be able to electronically deliver report results;
3. Submitter to amend requests and automatically notify lab personnel of the amendment;
4. Cancel/delete/denial of submitted requests with automatic notification to the laboratory personnel and the case officer; and
5. Requestor to save a request at any point in the submittal process and return it at a later date for completion.

## **6.6 FORENSIC CHEMISTRY LIMS REQUIREMENTS**

The successful Offeror must provide the following requirements:

1. The ability to manage (i.e. track, control, plan) the chemical drug standard inventory, to include all QA/QC activities and documentation;
2. The ability to manage (i.e. track, control, plan) controls and calibrators;
3. The user the ability to manage (i.e. track, control, plan) the reference ignitable liquid collection of all QA/QC activities and documentation;
4. A user-maintained balance table that contains a listing of each balance by identification number, model, serial number, and calibration status with associated established uncertainty of measurement values;
5. A user-maintained drug code table that contains all results for drugs and respective drug names for drug reports, and provide the ability to edit the drug code table and add new codes as new drugs are identified. The table must include the drug name, drug class, state reporting drug class, and drug schedule;
6. A user-maintained table that contains a listing of the uncertainty of measurement values for the analyte of each quantitative analysis performed;
7. The calculation of and reporting of quantitative ranges based upon analytical results and applied uncertainty of measurement calculations;
8. A user-managed table of standardized "notes" for selection and inclusion on appropriate reports;
9. Allow for the creation and documentation of batched toxicological analyses;

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10. Batch-specific data/information and batch-level reviews associated with applied to specific analytical techniques to be applied to all applicable case/item records with a single entry;
  11. Ability of specimen tracking including detailing volumes used for each testing procedure;
  12. Ability to track the identity of the analyst accessioning samples and performing each analysis with the understanding that the analyst(s) performing individual aspects of the analysis may not be the signing case analysts;
  13. Ability to create export files based upon templates for import into various instrumentation relating to batch analyses to include immunoassay, GC-FID and GC-MS analyses;
  14. Ability to generate Toxicological statistics queries with the following information, at a minimum (within a given date range and/or case agency):
    - a. Number/listing of cases Law Enforcement Toxicology;
    - b. Number of cases analyzed with grant personnel or grant supplies;
    - c. Number of samples analyzed by outsourced laboratory;
    - d. Listing of cases with specific drug finding;
    - e. Turnaround time from outsourcing to receipt of results;
    - f. Number/listing of cases pending review per analyst;
    - g. Number/listing of cases exceeding pre-determined TAT target;
  15. Ability to generate Chemistry statistics queries with the following information, at a minimum (within a given date range and/or case agency):
    - a. Number/listing of cases Controlled Substances cases;
    - b. Number/listing of cases for General Chemistry cases;
    - c. Number of cases analyzed with grant personnel or grant supplies;
    - d. Listing of cases with specific drug findings;
    - e. Number/listing of cases pending review per analysis.

## **6.7 FRICTION RIDGE UNIT LIMS REQUIREMENTS**


The successful Offeror must adhere and/or provide the following requirements:

1. Standardize friction ridge reports in a way that is consistent and compliant with forensic standards;
2. Document the ACE-V process and allow for the documentation of technical and administrative reviews;
3. Electronic customization for forms to document the following: ACE-V, processing techniques used and results, fingerprint analysis, and charting of findings; and
4. Document verifications, and technical and administrative reviews.

## **6.8 DIGITAL FORENSICS LIMS REQUIREMENTS**

The successful Offeror must adhere and/or provide the following requirements:

1. An option for a module for computer analysis, phone/tablet analysis, and various other digital media/data; and

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2. Standardization of digital reports in a way that is consistent and compliant with forensic standards.

## **6.9 TASKS TO BE PERFORMED BY VENDOR**

The successful Offeror must adhere and/or provide the following requirements:

1. Perform and/or manage all tasks and services for the design, development, delivery, and integration of the system to ensure that a complete system is implemented;
2. All software (inclusive of licenses) necessary to operate the proposed LIM;
3. All components necessary for the proper operation of the proposed LIMS including any and all items not identified in these specifications which are necessary to effect operation as described;
4. Perform the entire installation and training for the proposed LIMS;
5. Provide UCSO with and implementation, installation, and activation plan and timeline to meet all requirements defined in this document; and
6. Provide reliable support personnel as appropriate, to assist in the transition and implementation of LIMS. The personnel should be available and respond quickly as needed. The areas of support (as necessary), at a minimum, are as follows:
  - a. Operating system and environmental software;
  - b. Application software;
  - c. Data communications hardware and software;
  - d. Database software;
  - e. Data migration;
  - f. Operations staff; and
  - g. Data update scripts/processes.

## **6.10 MAINTENANCE AND SUPPORT SERVICES TO BE PROVIDED**

Through the duration of the project through final acceptance, the Vendor must be able to perform additional work as required by the County with no service interruptions. After completion of LIMS setup, the LIMS contractor will provide support services as needed. There must be maintenance and support on a 24X7 basis for the initial term and any subsequent terms of the resultant contract.

## **6.11 TRAINING**

1. Training classes are to be conducted at the Union County Crime Laboratory;
2. Administrator training classes will include up to 4 trainees;
3. User-level training classes will include up to 10 trainees;
4. The schedule for the training will be agreed upon between the selected vendor and UCSO. UCSO will provide a training facility for this to be conducted;
5. The selected vendor must provide a timeline for conducting training for this type of environment; and
6. The selected Proposer must prepare and provide LIMS how-to guides, quick reference cards, and other reference materials as applicable to assist users.



## 7 GENERAL REQUIREMENTS

The vendor awarded for this project must have Criminal History Background Checks (CHBCs) performed on all employees associated with this project. Background checks must be done within 20 days of notice of award. All CHBCs must be returned to the Union County Sheriff's Office within 14 days of contract execution.

## 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 System Solution
- **Section 5** – Implementation and Work Plan
- **Section 6** – Maintenance and Support Program
- **Section 7** – References
- **Section 8** – Cost Proposal
- **Section 9** – Required Forms
  - Appendix A – Proposal Submission (signed)
  - Appendix B – Addenda Receipt and Anti-Collusion (signed)

**8.2.1 SECTION 1 – COVER LETTER**

In your cover letter, include 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**

**Direct Email Address**

**3. Name of Person with Binding Authority**

Title

Address

Direct Telephone Number and/or extension

Email Address

**4. Describe your interest in this project and the unique advantage your firm and team bring.**

**5. 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 within 24 hours of notification?
- 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 SYSTEM SOLUTION**

Addressing the requirements in this RFP, provide a detailed outline of your proposed solution. A detailed response must include the following information:

- Description of system proposed;
- Technical capabilities; and
- Functionality features of the proposed product.

### **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 this project as possible given the information you've been provided in this RFP.

- Project Team: List the 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 system.
- Training: Describe the training program in detail. 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.
- 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:

#### **8.2.6.1 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?

#### **8.2.6.2 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 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**

Provide a comprehensive cost schedule breakdown and explanation of all fees anticipated to meet the requirements of this solicitation. A detailed total turnkey cost proposal must be submitted. The following should be included, but not limited to in the proposal:

- Matrix indicating your cost to furnish and install LIMS;

- The cost is to include all labor, materials and ancillary supplies and parts to provide a fully functioning LIMS that meets the requirements of this RFP;
- Training; and
- Annual maintenance costs.

### **8.2.9 SECTION 9 – REQUIRED FORMS**

Offerors must include signed copies of the following documents:

- Appendix A – Proposal Submission (signed)
- Appendix B – 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.



## 10 APPENDIX A – PROPOSAL SUBMISSION

### RFP 2022-014 Laboratory Information Management System for Law Enforcement

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



## 11 APPENDIX B – ADDENDUM AND ANTI-COLLUSION

### RFP 2022-014 Laboratory Information Management System for Law Enforcement

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



## 12 APPENDIX C – SAMPLE CONTRACT

RFP 2022-014 Laboratory Information Management System for Law Enforcement

**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."

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.