



## **Request for Proposal No. 2024-006**

### **Budget and Reporting Software**

**Due Date:** January 10, 2024  
**Time:** 10:00 AM Local Time  
**Submittal Location:** Electronic Submission  
Union County Government Center  
Procurement Department  
500 N. Main Street, Suite 709  
Monroe, NC 28112

#### **Non-Mandatory Pre-Proposal Conference**

**Date:** November 29, 2023  
**Time:** 10:00 AM Local Time  
**Location:** Virtual – Link Provided Section 2.3

#### **Procurement Contact:**

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

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## 1 NOTICE OF ADVERTISEMENT

### Union County, North Carolina Request for Proposals No. 2024-006 Budget and Reporting Software

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 Local Time on January 10, 2024.**

Union County, North Carolina, through Budget Management, is seeking proposals from qualified firms to provide budget and reporting software.

Copies of the solicitation may be obtained from the locations listed below:

1. Download the Solicitation 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 eVP website:  
<https://evp.nc.gov/solicitations/> (Search County of Union)

Non-Mandatory, Pre-Proposal Conference will be held on **November 29, 2023, at 10:00 AM Local Time.** Representatives from the Union County Budget Management will be on hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement Representative listed on the cover page ([vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov)) no later than **December 6, 2023, at 10:00 AM Local Time.**

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

All Proposals are to be received electronically by the Union County Procurement Department no later than **January 10, 2024 at 10:00 AM Local Time**, per the instructions below. Any proposals 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>. The proposal must be signed by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

Select the solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your proposal as one (1) complete document, and select submit. The maximum size accepted is 30 MB. A delivery notification email, from [LF-Forms@co.union.nc.us](mailto:LF-Forms@co.union.nc.us), will be sent as your confirmation of receipt.

#### **Paper submissions and/or email submissions will not be accepted.**

There is no expressed or implied obligation for Union County to reimburse 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 VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE

A virtual non-mandatory, pre-proposal conference will be held on **November 29, 2023, at 10:00 AM Local Time**. Representatives from the Union County Budget Management will be on hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

Please join the conference from your computer, tablet or smartphone.

<https://meet.goto.com/460185205>

You can also dial in using your phone.

Access Code: 460-185-205

United States: [+1 \(646\) 749-3122](tel:+16467493122)

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

### 2.4 PROPOSAL QUESTIONS

Proposal questions will be due on or before **December 6, 2023, at 10:00 AM Local Time**. The primary purpose of this is to provide participating vendors 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 should identify the proposal number and title. All questions and answers may be posted as addenda on [www.unioncountync.gov](http://www.unioncountync.gov) and <https://evp.nc.gov/solicitations/>.

## 2.5 PROPOSAL ADDENDUM

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum. Should an Offeror find discrepancies or omissions in this RFP, or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

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

## 2.6 COMMUNICATION

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

# 3 INTRODUCTION

## 3.1 COUNTY

The County (estimated population 247,058) is located in the central, southern piedmont. The County provides its citizens 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, North Carolina, through Budget Management, is seeking proposals from qualified firms to provide budget and reporting software.

# 4 SCOPE OF WORK

Union County is seeking a budgeting software to improve efficiency of Union County's current budgeting process to serve citizens and staff. Software should include the capability to produce budget documents, multi-year budget projections, various graphics, and modeling.

The software solution should integrate directly with all aspects of Union County's enterprise resource planning (ERP) which is currently hosted by Tyler Technologies (Munis), import and export Microsoft Excel spreadsheets, and have the ability to create a budget publication that can be formatted to meet the requirements of the Governmental Finance Officers Association

Distinguished Budget Award guidelines. The budget publication will also be used to communicate the County's budget in an easy-to-understand format and content including graphics, charts, and tables. The software must also include a planning and forecasting module to develop multi-year budget projections. The software is expected to be user-friendly, while delivering maximum benefits by using an easy-to-input data solution to manage and retrieve information for budget analysis, decision-making, reporting, and document archiving. The software solution should also include a public-facing, web-based portal that would allow Union County residents to access publicly shared data.

Proposed software cannot have elements of vaporware initiatives, components that are still in development stage, or future concepts yet to be vetted. Only fully functional, production tested software will be considered.

The County anticipates the resulting contract, from this solicitation, to begin on July 1, 2024 with the proposed software implemented within three (3) months for a go live date of October 1, 2024.

## **5 SPECIFICATIONS**

The specifications for this project are outlined in Appendix A – Software Specifications. Please complete this form and submit in 6.2.7 Section G Cost Proposal.

## **6 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS**

### **6.1 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.

## 6.2 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 Offeror'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 Section 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 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.

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

The RFP should include a response to each of the following criteria. **Failure to address each area could result in rejection of a proposal.** Please provide a table of contents in the format of the proposal requirements along with tabs identifying each section and subsection. Include examples of procedures, reports, or other information where applicable.

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

- **Section A** – Cover Letter
- **Section B** – Company Background and Experience
- **Section C** – Proposed Software
- **Section D** – Project Team and Implementation Plan
- **Section E** – Maintenance and Support Program
- **Section F** – References
- **Section G** – Cost Proposal
  - Appendix A – Software Specifications
- **Section H** – Required Forms
  - Appendix B – Proposal Submission (signed)
  - Appendix C – Addenda Receipt and Anti-Collusion (signed)



**There are eight (8) Sections to this proposal. The instructions for each Section are outlined below.**

Omissions and incomplete answers may be deemed unresponsive.

**6.2.1 SECTION A – COVER LETTER**

The proposal must include a cover letter attesting to its accuracy and signed by an individual authorized to execute binding legal documents on behalf of the Offeror. Include the following:

- Legal company name and DBA (if applicable).
- Company address, telephone number and website address.
- Location providing service, address, and telephone number.
- Name of single point of contact, title, direct telephone number and/or extension, and email address.
- Name of person with binding authority, title, address, direct telephone number and/or extension, and email address.
- Stipulate that the proposal price will be valid for a period of 120 days.
- 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.”

**6.2.2 SECTION B – COMPANY BACKGROUND AND EXPERIENCE**

This section provides each company with the opportunity to demonstrate how its history, organization, and partnerships differentiate it from other companies. Careful attention should be paid to providing information relevant to Union County needs.

- Provide company history, and number of years in business under the current organizational name, 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 including director and officer positions and names and the reporting structure.
- Provide detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the solicitation.
- 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 bidder’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.

- Provide recent results of client feedback (survey results, comments, etc.) for a similar program.
- Provide an overview of any accomplishments (awards, licenses, patents, etc.)
- Detailed description of specific tasks you will require from County staff. Explain what the respective roles of County staff and your staff would be to complete the tasks specified herein.

### **6.2.3 SECTION C – PROPOSED SOFTWARE**

Based on the information provided in this RFP, please provide a detailed description of the software being proposed. Proposed software cannot have elements of vaporware initiatives, components that are still in development stage, or future concepts yet to be vetted. Only fully functional, production tested software will be considered.

### **6.2.4 SECTION D – PROJECT TEAM AND IMPLEMENTATION PLAN**

This section covers various aspects of the successful Offeror's approach to the proposed Project Team and implementation plan for this project. Please respond with as much relevant detail as possible given the information you've been provided in this RFP.

- 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. This timeline should include complete installation, data conversion and entry, and staff training. Describe your ability to implement the software within three (3) months of an anticipated contract start date of July 1, 2024.

### **6.2.5 SECTION E – 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?
- Describe the backup and retrieval strategy for data.

#### **Support**

- Offeror 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 Offeror's support escalation procedure.
- What is the Offeror'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?

#### 6.2.6 SECTION F – REFERENCES

Provide, at a minimum, five (5) 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 and include the following:

- Company/Government Entity
- Contact Name and Title
- Address
- Direct Phone Number
- Email Address
- Length of Relationship
- Software System Provided

#### 6.2.7 SECTION G – COST PROPOSAL

Offerors must provide a detailed, line item, cost proposal that provides a turnkey solution to the requirements of this solicitation and Appendix A – Software Specifications. State the costs for all categories with the understanding that assumptions may be made. Such assumptions must be documented in each proposal. Provide a total turnkey cost proposal and include the following:

- Appendix A – Software Specifications.
- Proposals will be accepted for both purchasing the product license and for an SAAS contract.
- A 5-year cost for the product with maintenance/support fees.
- Include the first year of support fees but list separately in the cost proposal.
- Proposal should be itemized and describe any applicable offer costs, designating whether they are mandatory or optional for components which may include the following:
  - Customer service costs
  - Hosting service fees
  - Implementation costs (system configuration, customization)
  - Transition Costs
  - Service Costs
  - Technical Support
  - Training (Technical and/or Customer)
    - Include cost per hour of additional online training and the cost per day of additional in-person training.

- License fees
- Maintenance/ Support
  - Provide a maintenance/support fee budget by year for each maintenance/support plan option, with unit costs broken out.
- Travel Expenses – Any travel expenses reimbursement will be at the out-of-state rates set forth in N.C.G.S. §138-6; as amended from time to time.
- Indicate availability for the following options and include associated pricing structure for all costs including ongoing monthly payments over the course of the contract.
  - Initial 1x setup cost for base module and all selected add-on modules.
  - No initial setup cost for base module and all selected add-on modules.

### **6.2.8 SECTION H – REQUIRED SIGNATURE FORMS**

Offerors must include completed copies of the following documents:

1. Appendix B – Proposal Submission Form (signed)
2. Appendix C – Addenda Receipt and Anti-Collusion (signed)

## **7 EVALUATION CRITERIA AND SELECTION PROCESS**

### **7.1 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. Union County reserves the right to conduct interviews with a shortlist of selected Offerors. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
3. The Owner will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will evaluate 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.

### **7.2 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 Owner will consider the information submitted in the RFP as well as the meetings (if applicable) with the 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  | 20%     |
| -Proposed Solution and Implementation Plan<br>-Documentation, License Structure and Warranty<br>-Project Team, Timeline and Training | 35%     |
| Maintenance and Support Program  | 20%     |
| Cost Proposal & Compliance with Submittal Requirements   | 25%     |

After identification of Short-Listed Offerors, the Owner may or may not decide to invite Short-Listed firms to interview. 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, Implementation and Staff                              | 65%     |
| Quality and Relevance of Interview as it Relates to the Scope of the RFP | 35%     |

### 7.3 AWARD PROCEDURE

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. It is understood that any proposal submitted will become part of the public record.

The County reserves the right to award to multiple vendors.

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

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.

The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.

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

County may select and enter into negotiations with the next most advantageous Offeror if negotiations with the initially chosen Offeror are not successful.

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 GENERAL CONDITIONS AND REQUIREMENTS**

### **8.1 TERMS AND CONDITIONS**

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

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.

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.

### **8.2 CONTRACTUAL OBLIGATIONS**

The contents of this Proposal and the commitments set forth in the Proposal 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.

### **8.3 COST ADJUSTMENTS**

The Unit Pricing for the Initial Term shall be based upon the response to this solicitation. However, the Unit Pricing for any Renewal Term may be adjusted at the beginning of such Renewal Term by multiplying the Unit Pricing effective in the previous term by the quotient of the All Urban Consumers Price Index (CPI-U) (South Region), Others Goods and Services, with the Index Period of 2023-2028 as published by the Bureau of Labor Statistics, United States Department of Labor, in effect ninety (90) days prior to the commencement date of the new Renewal Term divided by such CPI in effect for the same month one (1) year prior to such date. However, any Unit Pricing increase pursuant to the previous sentence shall be capped at a five percent (5%) increase from one term to the next. Any such Unit Pricing adjustment for a Renewal Term must be requested by the Vendor or County within thirty (30) days from the date of the County's notice of its exercise of an option to renew the Contract for a Renewal Term.

#### **8.4 SUB-CONTRACTOR/PARTNER DISCLOSURE**

A single Company may propose the entire solution. If the proposal by any Company requires the use of subcontractors, partners, and/or third-party products or services, this must be clearly stated in the proposal. The Company submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by subcontractors.

#### **8.5 EXCEPTION TO THE RFP**

An “exception” is defined as the Contractor’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this RFP. 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 RFP. If the Contractor 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 Contractor’s solution, must be described in detail.

#### **8.6 MODIFICATION OR WITHDRAWAL OF PROPOSAL**

Prior to the scheduled closing time for receiving proposals, any Offeror 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.

#### **8.7 EQUAL EMPLOYMENT OPPORTUNITY**

All Firms 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.

#### **8.8 MINORITY AND SMALL BUSINESS PARTICIPATION PLAN**

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.

#### **8.9 LICENSES**

The successful Firm(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.



## 8.10 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. Offeror/Firm shall ensure that Firm and any Sub-Contractor performing work under this contract: (a) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

## 8.11 DRUG-FREE WORKPLACE

During the performance of this Request, the Offeror agrees to provide a drug-free workplace for his 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 firm 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 Service Provider/Firm 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.

## 8.12 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.

A. WORKERS’ COMPENSATION

(for any agreement unless otherwise waived by the Risk Manager)

Statutory limits (where Contractor has three or more employees) 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  
\$5,000 Medical Expense 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  
(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. POLLUTION LIABILITY INSURANCE  
(for any agreement involving the clean-up or transportation of pollutants)

\$1,000,000 Claims Made

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

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

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

- G. Builder's Risk  
(for any agreement involving above ground construction projects)  
Amount of Contract

#### **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.

### 8.13 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands,

obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

*--Intentionally Left Blank--*



**9 APPENDIX A – SOFTWARE SPECIFICATIONS**

**RFP 2024-006 Budget and Reporting Software**

**SUBMIT WITH PROPOSAL**

| Item | Requirement | Requirement Ranking:<br>R=Required<br>D=Desired<br>O=Optional | Priority:<br>H=High<br>M=Medium<br>L=Low<br>NO= Not Optional | Vendor Response:<br>2 = Existing functionality/included service<br>1 = Requires modification /addition of optional services to agreement<br>0 = Cannot be provided | Comments:<br>If Vendor Response is 2, specify preferred version or specification if relevant.<br>If Vendor Response is 1, explain required modification, anticipated availability version and date. |
|------|-------------|---|--|--|---|
|------|-------------|---|--|--|---|

| 1. General Requirements |  |   |   |  |  |
|-------------------------|--|---|---|--|--|
| 1.1                     | User friendly configuration with no technical assistance or coding skills required. Should be approachable and navigable by nontechnical users. Minimal training should be needed for end users. | R | H |  |  |
| 1.2                     | Should require little or no customization, reducing initial and future maintenance / operations cost and complexity  | R | H |  |  |
| 1.3                     | Ability to import budget and general ledger data from Microsoft Office 365 via Excel, CSV and/or Text Files  | R | H |  |  |
| 1.4                     | Ability to import datasets to support custom reports   | R | H |  |  |
| 1.5                     | Ability to import budget data into system in addition to manual line item entry  | R | H |  |  |
| 1.6                     | The software should allow the client to export all data in CSV or XLSX formats.  | R | H |  |  |
| 1.7                     | Provide pre-defined reports but also allow customized reporting without IT support which are exportable to Excel, CSV, or Text file format.  | R | H |  |  |

|      |   |   |   |  |  |
|------|---|---|---|--|--|
| 1.8  | Provide dynamic analytical reporting tools that allow for multiple query/filter options   | D | M |  |  |
| 1.9  | Specific reporting capabilities should include, but not be limited to: revenue/expenditure imbalance, interfund operating transfers, revenue sources and trends, employee compensation, line item/main account summaries. | R | H |  |  |
| 1.10 | Should allow for configuration of fields.   | R | H |  |  |
| 1.11 | Spreadsheet like control or use of Excel like formulas.   | D | M |  |  |
| 1.12 | Ability to produce graphics to include a variety of charts, graphs, and tables.   | R | H |  |  |
| 1.13 | Provide printable and exportable formats.   | R | H |  |  |
| 1.14 | Performance Measurement modules.  | D | M |  |  |
| 1.15 | Support a collaborative, multi-user budgeting process.  | R | H |  |  |
| 1.16 | Software users must be able to authenticate using unique login credentials (username and password). Software should have clear role-level security to provide access only to the data determined to be needed.            | R | H |  |  |
| 1.17 | Provide unlimited budget versioning through multiple scenarios.   | R | H |  |  |

|                            |   |   |   |  |  |
|----------------------------|---|---|---|--|--|
| 1.18                       | The software should provide version control and track changes and comments with date/time stamps, and create reports reflecting those changes.  | D | M |  |  |
| 1.19                       | The software should provide a public portal of published data. The portal must allow for client branding, including logos and colors.   | R | H |  |  |
| 1.20                       | The software provider must be able to supply a dedicated team of implementation experts to implement this new solution.   | R | H |  |  |
| 1.21                       | The potential vendor must demonstrate that it has successfully implemented a software solution with comparable government contractors or nonprofit organizations with revenues in the \$500-700MM range.  | R | H |  |  |
| 1.22                       | The software provider should provide 8 am-5 pm EST ongoing support, including the quoted cost.  | R | H |  |  |
| <b>2. Operating Budget</b> |   |   |   |  |  |
| 2.1                        | Ability to create a budget publication that can be formatted to meet the requirements of the Governmental Finance Officers Association Distinguished Budget Award guidelines and should produce budget books in online (digital) and PDF formats. | R | H |  |  |
| 2.2                        | Include a planning and forecasting module to develop annual budgets   | R | H |  |  |

|                                  |  |   |   |  |  |
|----------------------------------|--|---|---|--|--|
| 2.3                              | Ability to filter data and calculate variances by dollar amount and percentage by fund, department, category, or any level present in the Union County Chart of Accounts | R | H |  |  |
| 2.4                              | New budget planning cycles should allow Union County staff to use prior year budgets (dollar amounts and/or text) as a starting point                                    | R | H |  |  |
| 2.5                              | Record budget notes (explanations) at the line-item (main account) level   | R | H |  |  |
| 2.6                              | Ability to compare like points in time from one fiscal year to another   | R | H |  |  |
| <b>3. Multi-Year Projections</b> |  |   |   |  |  |
| 3.1                              | Include a planning and forecasting module to develop multi-year budget projections   | R | H |  |  |
| 3.2                              | Multiple scenario modeling for revenues and expenditures   | R | H |  |  |
| 3.3                              | Ability to apply broad increases to certain revenues or expenditure classes  | R | H |  |  |
| 3.4                              | Salary forecasting based on projected increases  | R | H |  |  |
| 3.5                              | Multi-year position forecasting  | R | H |  |  |
| <b>4. Position Budgeting</b>     |  |   |   |  |  |
| 4.1                              | Personnel projection modeling available  | R | H |  |  |



|                     |  |   |   |  |  |
|---------------------|--|---|---|--|--|
| 4.2                 | Rule based benefit calculations (calculate and update position related costs)  | R | H |  |  |
| 4.3                 | Partial year position budgeting (start/end dates, terminations, etc.)  | R | H |  |  |
| 4.4                 | Ability to import salary and benefit data from Munis (Position Control) system using Microsoft Excel, CSV, and/or Text file  | D | M |  |  |
| 4.5                 | Unlimited budget versioning and what-if scenarios  | D | M |  |  |
| <b>5. Technical</b> |  |   |   |  |  |
| 5.1                 | The software should integrate on a nightly basis with Munis Financials (GL Master) and other Payroll/Personnel modules and allow for imports and exports between systems.  | R | H |  |  |
| 5.2                 | The software should integrate with Microsoft Office products, including Word, Excel, and PowerPoint. This will allow users to update reports created in these applications without copying and pasting.  | D | M |  |  |
| 5.3                 | Technology standards should be expected to change. Any future technology standard adoption by the County for which the vendor provides a supported application version should continue to be supported with regular compliance and technical upgrades. | R | H |  |  |

|   |   |   |   |  |  |
|---|---|---|---|--|--|
| 5.4   | Software should be web-based interface supported by standard web browsers (Microsoft Edge, Google Chrome, etc.).      | R | H |  |  |
| 5.5   | Software and data should be cloud-hosted on vendor-managed servers, requiring no hosting on client premises.          |   |   |  |  |
| 5.6   | Support single sign-on.   | D | M |  |  |
| 5.7   | Dedicated customer/technical support.   | R | H |  |  |
| 5.8   | Established process where updates are to be approved by Union County before installation.                             | D | M |  |  |
| <b>6. Additional Items Requested but Not Required</b> |   |   |   |  |  |
| 6.1   | Capital Project budgeting to include tracking of multiple revenue sources per project and prioritization of projects. | D | M |  |  |
| 6.2   | The software provider should be able to complete implementation no later than October 1, 2024.                        | D | M |  |  |

## 10 APPENDIX B – PROPOSAL SUBMISSION FORM

### RFP 2024-006 Budget and Reporting Software

**SUBMIT WITH PROPOSAL**

***This Proposal is submitted by:***

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

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

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

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

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

City/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 resubmit this project. Proposal is valid for 120 calendar days from the Proposal due date and is submitted by an executive of the company that has authority to contract with Union County, NC.**

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

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

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

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

# 11 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

## RFP 2024-006 Budget and Reporting Software

**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 D – TEMPLATE CONTRACT

RFP 2024-006 Budget and Reporting Software

**DO NOT SUBMIT WITH PROPOSAL**

STATE OF NORTH CAROLINA

TEMPLATE AGREEMENT  
Do not submit with proposal.

COUNTY OF UNION

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

W I T N E S S E T H

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

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

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

1. **SERVICES PERFORMED.** Contractor agrees to perform the services as set forth in the attached Scope of Work [or, if the full RFP is to be attached as the scope of work, state the RFP number and full RFP title], which is incorporated herein by reference (hereinafter the "Services"), in accordance with the terms of this Agreement.
2. **FEE AND PAYMENT SCHEDULE.** Union shall pay Contractor [insert payment amount or rate] for performance of the Services. Contractor shall invoice Union on a monthly basis for Services performed, or upon such other schedule as may be agreed upon by the parties. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Division. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.
3. **TERM AND TERMINATION.** The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of [insert agreement time length] (the "Initial Term"). [The following sentence to be used only if renewals might be needed or desired, and then only if the RFP lists the possible number of renewals. If the contract is just for a single term, this sentence may be deleted.] Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement for up to \_\_\_[number of possible additional terms, as stated in the RFP] additional \_\_\_[number of years in each renewal term]-year terms, each a "Renewal Term," upon written notice to the Contractor. Union may terminate this Agreement at any time, without cause, upon provision of ten (10) days' written notice to Contractor. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by Union.
4. **OWNERSHIP OF DOCUMENTS.** All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement ("the Documents"), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Signatures follow on the next page.]*



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

UNION COUNTY

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

[Contractor's Full Legal Name]

BY: \_\_\_\_\_(SEAL)

Approved as to Legal Form \_\_\_\_\_

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

\_\_\_\_\_  
Deputy Finance Officer

**Exhibit A**  
**Insurance Requirements**

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

**A. WORKERS' COMPENSATION**

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

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

**B. COMMERCIAL GENERAL LIABILITY**

Covering all operations involved in this Agreement.

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

**C. COMMERCIAL AUTOMOBILE LIABILITY**

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

**D. PROFESSIONAL LIABILITY**

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

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

**E. POLLUTION LIABILITY INSURANCE**

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

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

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

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

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

**II. ADDITIONAL INSURANCE REQUIREMENTS.**

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

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

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

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

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

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

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