



Request for Proposals No. 2025-022 Union County Phone System Upgrade

Due Date: December 19, 2024
Time: 11:00 AM EDT
Receipt Location: Union County Government Center
Procurement & Contract Management Department
500 N. Main Street, Suite 709
Monroe, NC 28112
(Note: Follow the submittal instructions listed in this document to electronically upload a proposal package)

Non-Mandatory Pre-Proposal Conference and Site Visit. December 4, 2024. For the time and location, Refer to page 3 for details.

Procurement Representative

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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Proposals No. 2025-022 Union County Phone System Upgrade

Electronic proposals will be received by the Union County's Procurement & Contract Management Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **11:00 AM EDT on December 19, 2025**. Late submittals will not be accepted.

Union County is soliciting proposals from experienced and qualified firms to provide options to transition from its internal phone and call center platform to either a hosted cloud-based or on-premise solution. This transition will occur in phases, maintaining extension-level dialing between the current desktop phone endpoints and the new software clients on devices.

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

1. Download the Proposal Documents from the Union County website:
<https://www.unioncountync.gov/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina Electronic Vendor Portal: <https://evp.nc.gov> (Bid by Departments, search County of Union).

A Non-Mandatory Pre-Bid and Site Visit Meeting: This is a non-mandatory meeting that will take place on **December 4, 2024, at 2:00pm** at the Union County Government Center, 500 N. Main Street Monroe, NC 28112. Ground Floor Conference Room #81. Representatives from the Union County Information Technology Department will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement Representative listed on the cover page (corey.brooks@unioncountync.gov) no later than **December 6, 2024 at 5:00 PM EDT**.

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

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

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

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

End of Notice of Advertisement

2 SUBMITTAL DETAILS

2.1 PROPOSAL SUBMISSION DEADLINE AND DELIVERY ADDRESS

All Proposal Submittals are to be received by the Union County Procurement & Contract Mangement Department no later than **11:00 AM EDT on December 19, 2025**, per the instructions below. Any submittals received after this date and time shall be rejected without exception.

2.2 PROPOSAL SUBMISSION REQUIREMENTS

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

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

Paper submissions will not be accepted.

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

Union County reserves the right to:

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

2.3 NON-MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT

A Non-Mandatory Pre-Bid and Site Visit Meeting: This is a non-mandatory meeting that will take place on **December 4, 2024, at 2:00pm** at the Union County Government Center, 500 N. Main Street Monroe, NC 28112. Ground Floor Conference Room #81. Representatives from the Union County Information Technology Department will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.


2.4 PROPOSAL QUESTIONS

Proposal questions will be due on or before **December 6, 2025 at 5:00 PM EDT**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by email to Corey Brooks at Corey.Brooks@unioncountync.gov by the deadline shown above. **The email subject line should identify the proposal number and project title.** All questions and answers may be posted as addenda on www.unioncountync.gov and/or <https://evp.nc.gov>

2.5 PROPOSAL ADDENDUM

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



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

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

2.6 COMMUNICATION

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

3 INTRODUCTION

3.1 COUNTY

The County (estimated population 256,452) 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.


4 SCOPE OF WORK

Union County currently utilizes VoIP technology for its enterprise telephony infrastructure. Voice over IP (VoIP) is a technology that enables voice communication over the internet, converting voice signals into digital data. The County deploys an LG-Erickson system utilizing LG-Erickson's Integrated Process Execution Control (IPEC) system. Union County Information Technology estimates there are currently 1400 desk phones (IPECS UCP2400 Appl Version: S-UCP-Tmp2103-4.0.43-App). There are 120 call paths currently on five (5) Lumen T1s. IPEC's phone system uses VoIP to provide reliable, high-quality voice calls, integrating with the IPEC system to ensure seamless communication and efficient process control across the organization. Key features include real-time monitoring for optimal performance, predictive maintenance using machine learning to forecast equipment failures, advanced analytics for efficiency insights, scalable architecture for various operation sizes, and robust cybersecurity for data protection.

4.1 IMPLEMENTATION PLAN

The successful vendor shall provide Union County Information Technology (UCIT) department with an implementation plan that will follow a phased in period of installations over a 6-month period determined by UCIT. The County's expectation is that the chosen vendor has a fully implemented solution including end user training within six months after contract execution.

UCIT will determine the implementation schedule with the successful vendor, which will include work after 5 pm and during weekends and holidays to replace existing equipment and phones with no disruption of service




The successful vendor shall supply a consistent and dedicated implementation team that represents all aspects of their proposed solution including but not limited to a sales engineer, a project manager, a technical engineer, and all technicians involved in the installation of each site. The vendor must provide pre-sales and post-sales design and implementation support. The proposed solution shall include complete documentation of design and engineering with a comprehensive user manual, troubleshooting manual, and all other specific documents that pertain to the solution. Electronic documentation is preferred.

4.2 SITE ASSESSMENT

The selected vendor of choice must provide qualified personnel to physically visit and conduct a comprehensive survey of all equipment rooms, offices, and classrooms. This site assessment will provide UCIT with a detailed, location-specific analysis of the necessary scope of work required for the successful implementation of the project before ordering, scheduling, or installing any equipment. The vendor is responsible for verifying the compatibility of all proposed solutions with industry standards and best practices. The on-site inspection will identify the best locations for VoIP equipment, including servers, switches, and endpoints. Additionally, the vendor will develop strategies to address security threats, potential service interruptions, and other issues arising during or after implementation. Vendor site visits will not be accepted until a vendor of choice is selected.


4.3 FUNCTIONALITY

- The scope of work for the phone system functionality shall include the following key components:
 1. **Queue Automation:** The system must inform callers they are in a queue and provide real-time updates on their place in line.
 2. **Multi-Language Auto Attendant:** The auto attendant must offer a Spanish-speaking option to serve the community better.
 3. **Automated Holiday and Custom Messaging:** Identified departments must be able to switch to automated holiday messages and create custom messages to provide citizens with timely updates and information.
 4. **Unified Messaging and Voicemail Integration:** The phone system must include integrated voicemail with unified messaging, including speech-to-text transcription. Voicemails must be time and date-stamped and accessible via phone and email.
 5. **Intercom/Paging for Emergency Alerts:** The system must include intercom and paging capabilities for sending emergency alerts or warning notifications throughout the organization.
 6. **Remote Call Routing:** Remote staff must be able to route calls back to on-site County personnel to ensure smooth communication, regardless of location.
 7. **After-Hours Messaging System:** The system must support an after-hours voice messaging setup, including assigning different roles and access levels within the messaging system at the department level.
 8. **Call Recording and Archiving:** The system must have call recording capabilities with configurable archiving storage based on group, office, or department needs.
 9. **Mass Voicemail Announcements:** The system must allow for sending mass voicemails to staff, particularly for organization-wide announcements.
 10. **Real-Time Call Monitoring:** Department heads must be able to see which of their staff members are currently on the phone in real-time to improve workflow management.
 11. **Time-of-Day Routing:** The system must support time-of-day routing, allowing users to direct incoming calls to different numbers based on the time or day of the week.
 12. **Auto Attendant Functionality:** Auto attendants must handle routine information requests, ensuring that staff only handle essential calls.

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13. **High Call Volume Queue Management:** The system must allow citizens and customers to quickly enter a call queue during periods of higher-than-normal call volume.
 14. **After-Hours Rollover Support:** The system must cleanly support call rollover to an external third-party after-hours support team as needed.
 15. **Live Call Monitoring for Training:** Management-level staff must be able to listen to live calls for training purposes, enhancing staff performance.
 16. **Dynamic Call Routing:** Departments must be able to change call routing settings, such as after-hours routing, without requiring external IT resources, providing greater flexibility in managing call flow.
 17. **Conference Calling:** The system must support conference calls for onsite and out-of-network participants, ensuring seamless collaboration regardless of location.
 18. **Call Forwarding:** End users must be able to enable call forwarding, which allows them to direct calls to other lines or devices as needed for continuous communication.
 19. **Analog Device Support:** To maintain compatibility with existing infrastructure, the system must support or replace analog dial tones for legacy devices, such as elevator phones.
 20. **Remote Work Capability:** The system must allow staff to work remotely from any location with internet connectivity, ensuring uninterrupted communication for remote employees.
 21. **Call Center Flexibility:** Staff must be able to modify call center options and messages within the call center, allowing flexibility in managing incoming calls and customer interactions.
 22. **Hold Music:** The system must provide hold music to keep callers engaged while they wait for an available representative.
 23. **Estimated Wait Time & Queue Position:** Callers waiting for an available agent must be informed of their estimated wait time and/or their position in the queue to manage expectations and enhance customer experience.

4.4 REPORTING

- The scope of work for the phone system reporting must include the following key components:
 1. **Call Volume Evaluation:** The system must allow the County to evaluate call volume and track the number of incoming and outgoing calls.
 2. **Dropped/Disconnected Calls:** The system must track the number of dropped or disconnected calls, enabling departments to identify any issues with call handling.
 3. **Hold Duration Tracking:** The system must track the time callers spend on hold, providing insight into customer experience and staff efficiency.
 4. **Transfer Time Monitoring:** The system must track how long it takes for calls to be transferred from the switchboard to the appropriate resource, helping to improve response times and reduce caller frustration.
 5. **Call Duration Tracking:** Once a phone call has been transferred out of the queue, the system must track its duration, providing data on the efficiency of handling customer interactions.
 6. **Hunt Group Setup:** Individual departments must be able to set up and manage hunt groups within the system, optimizing call distribution among team members.
 7. **Reporting Features:** The vendor must provide a list of available reports, along with samples such as the number of calls per agent, average wait time, and other relevant metrics. Reports should be customizable for specific date ranges, including daily, weekly, or monthly intervals.


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8. **Self-Service Reporting:** The system must offer self-service reporting capabilities, allowing departments to generate and run reports without requiring a support call.
 9. **Custom Report Generation:** End users must be able to create custom reports tailored to their specific needs within the system.
 10. **Scheduled Reports:** Reports must be able to be scheduled and automatically sent via email to designated recipients, streamlining data sharing and analysis.
 11. **Database Access & API Availability:** If applicable, the vendor must provide a list of published APIs to enable further customization and integration with existing County systems.

4.5 SYSTEM TECHNICAL SOLUTION

- The scope of work for the phone system technical solution must include the following hardware and software components:
 1. **System Failover:** The system must include robust failover capabilities to ensure uninterrupted service during a power or internet outage. This failover system should automatically activate to maintain phone system operations during any disruption.
 2. **Softphone Application:** The system must provide an easily deployable softphone application compatible with iPhone and Android devices. This app must allow users to make and receive calls using smartphones while displaying the County's caller ID.
 3. **Cordless/Mobile Headset Compatibility:** The phone system must support cordless and mobile headsets, enabling staff to work with greater mobility while maintaining seamless communication.
 4. **Caller ID Display for Softphones:** Calls made from softphone numbers must appear as County numbers on caller ID, ensuring that remote staff maintain a professional and consistent identity when making calls.
 5. **Dashboard User Interface:** The system must include a user-friendly dashboard interface that allows departments to define and view call criteria based on their specific needs. Department managers and team leads must be able to see real-time information, such as which staff members are on a call, how many calls are in the queue, and how long a team member has been on a call.
 6. **Interactive Voice Response (IVR):** The phone system must include an IVR feature to improve the caller experience. This feature will allow customers and citizens to interact with an automated system that routes calls, provides information, and minimizes wait times.
 7. **E-Location for Softphones:** The system must support e911 location services for off-site users using softphones or mobile devices, ensuring accurate location information is available during emergency calls.
 8. **GIG Pass-Through Phones:** The system must support GIG pass-through phones, ensuring high-speed data transmission and optimal voice quality for all calls.

4.6 TRAINING

1. **Quick Reference Guides:** The selected provider must supply comprehensive, easy-to-understand quick reference guides for all user groups. These guides should cover the essential functions and features of the phone system, ensuring users can easily navigate and operate the system.

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2. **Train-the-Trainer Sessions:** The provider must offer "train-the-trainer" sessions, enabling designated personnel to train other users effectively. These sessions must be comprehensive and tailored to the specific needs of different user groups, accounting for the types of telephone sets, peripherals, and software they utilize.
 3. **User Training:** The training must be appropriate for the user's role and equipment, and the sessions must be organized to minimize disruption to regular work routines.
 4. **Group Training Sessions:** Group training sessions will be required during the weeks leading up to the system cutover. Generally arranged by work group, these sessions shall accommodate up to 15 employees per session. The scheduling of these sessions will be coordinated with department heads and the Project Manager to ensure optimal timing and minimal workflow interruptions.
 5. **On-Site Administrator and Technical Support Training:** The provider must also conduct on-site training for system administrators and technical support staff. This training should cover the system's primary use, maintenance, and troubleshooting to ensure ongoing support and functionality after implementation.

5 PROOF OF CONCEPT (POC)

5.1 ARCHITECTURE

- **Fault Tolerance Architecture:** Please describe and diagram your system's fault tolerance architecture.
- **Geographic Location of Servers:** Describe the geographic location of your servers and the overall architecture.
- **Hosting or Cloud Provider:** Indicate the hosting service or cloud provider your system utilizes.
- **Bandwidth Requirements:** Specify the upstream internet bandwidth and local network connection speed required for the phone system.
- **911 Integration (ANI and ALI):** Describe how the system delivers Automatic Number Identification (ANI) and Automatic Location Identification (ALI) to the 911 Public Safety Answering Point (PSAP). How does the system update when the device location changes?
- **Service Interruptions:** Provide details of your last two service interruptions, including what was learned and what changes were implemented as a result.
- **Provisioning Process:** Outline the provisioning process for adding new lines, devices, and users to the system.
- **Active Directory Integration:** Confirm whether integration with Microsoft Active Directory is available.
- **Configuration Data Export:** Can device and system configuration data be exported? If so, in what format?
- **Network Call Flow During Transition:** Please describe the network call flow for the following scenarios during the transition period between the old and new systems, as well as after complete migration:

- Telephony between two endpoints on the Local Area Network (LAN)
- Telephony between one endpoint on LAN and one endpoint off LAN
- Telephony between two endpoints off LAN

5.2 SOFT PHONES

- **Soft Phone Features:** Provide a detailed description of available softphone features. If certain features are only available on specific platforms, please indicate which.
- **Network and Security Requirements:** Describe the network and security requirements for mobile and softphone clients.

5.3 BILLING

- **Billing Structure:** Indicate whether billing is based on the number of devices, lines, or users.
- **Long Distance Billing:** Describe how long-distance calls are billed.
- **Local Calls Billing:** Explain how local calls are billed.
- **Device Maintenance and Repair:** Provide details on how maintenance and repairs are handled for desk phones.
- **Active Directory Integration for User Provisioning:** Can your system integrate with Microsoft Active Directory? If so, when a new user is provisioned in AD, is their phone automatically configured when they log in?
- **Common Area Phones:** Can phones located in common areas, which are not assigned to a specific user, be manually configured to work without Active Directory integration?

5.4 CONNECTIVITY WITH PSTN

- **Conversion of DIDs:** How do you propose to convert the County's 1,400 DID numbers from Lumen Primary Rate Interfaces (PRIs) to your provided dial tone?

This detailed response will help the County assess the suitability of your proposed solution, ensuring it meets both functional and technical requirements.

6 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

The County desires all responses to be identical in format. While the County's format may represent a departure from the vendor's preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit the proposal electronically – Refer to page 3, 2.2. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

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

selection process.

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

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

The total length of the proposal should be no more than 30 pages, 8½ x 11 size paper with an 11-point minimum text size. Charts and graphs may be 10 points. All required forms are exempt from the page limit and must be submitted under the section identified below. Only one (1) complete proposal should be electronically submitted. The maximum document upload size is 20 MB. For any questions, contact the project representative on the front cover.

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

Omissions and incomplete answers may be deemed unresponsive. Please initial any corrections. Respond to each item and provide supporting documentation and/or exhibits as requested or desired.

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

- **Section A** – Cover Letter
- **Section B** – Company Background and Experience
- **Section C** – Proposed Solution
- **Section D** – Project Team/Personnel and Implementation Plan
- **Section E** – Proof of Concept
- **Section F** – References
- **Section G** – Cost Proposal
- **Section H** – Required Forms
 - Appendix B – Proposal Submission (signed)
 - Appendix C – Receipt and Anti-Collusion (signed)

6.1.1 SECTION A – COVER LETTER

In your cover letter, include the following information about your company.

1. Legal Company Name and DBA (if applicable)

Corporate Headquarters:

Address
Telephone Number
Website Address

Location Providing Service (if different from headquarters):

Address

Telephone Number

2. Name of Single Point of Contact
Title
Direct Telephone Number and/or extension
Direct Email Address
3. Name of Person with Binding Authority
Title
Address
Direct Telephone Number and/or extension
Email Address
4. Describe your interest in this project and the unique advantage your firm and team bring.
5. Confirm that your company is financially solvent and able to operate for the next five (5) years without hindrance to the project or system operations.
6. Stipulate that the proposal price will be valid for a period of 180 days.
7. *Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its proposal:* "The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts."

6.1.2 SECTION B – COMPANY BACKGROUND AND EXPERIENCE

This section provides each vendor with the opportunity to demonstrate how its history, organization, and partnerships differentiate it from other vendors. Careful attention should be paid to providing information relevant to Union County needs. Provide a concise profile of the Offeror's organization to include the following:

- Provide corporate history, and number of years in business under the current organizational name and structure and services offered.
- The Offeror shall provide examples of a minimum of three (3) and a maximum of ten (10) past projects where the Offeror has provided services for similar systems within the last five (5) years from the date of issuance of this RFP.
- Track record of successful implementation and satisfied customers.
- What is the firm's industry rating?
- What is the Vendor's service commitment to customers and measurements used?
- Are audited or otherwise verifiable financial statements available upon request?
- Is your company licensed to do business in the State of North Carolina? If not licensed, provide written intent to become licensed in North Carolina within thirty (30) calendar days of being selected as the apparent selected offeror?
- Is the vendor's organization involved in any pending litigation and/or pending debarments from federal or state agencies that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services?

6.1.3 SECTION C – PROPOSED PHONE SYSTEM SOLUTION AND USER ABILITY

1. Based on the information provided in this RFP, please provide a detailed description of the phone system solution being proposed. Proposals for solutions that are in the concept stage or needs to be built, will not be considered.
2. Provide the qualification to fully perform all scope requirements.
3. Demonstrate understanding and experience of executing best practices related to phone system solution deployment and support.

6.1.4 SECTION D – PROJECT TEAM/ PERSONNEL 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.
- Explain how your organization ensures that personnel performing the services are qualified and proficient.
- Experience with the implementation and configuration of other comparable systems.
- Provide a summary project delivery schedule that aligns with this project scope.

6.1.5 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.
- What is included in the annual maintenance contract?

Support

- The offer shall describe the extent and nature of software support services, including web-based and cloud-based 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.
- 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?

6.1.6 SECTION F – REFERENCES

Provide, at a minimum, three (3) comparable clients with whom your firm has an established relationship similar to the Scope of Work outlined in this RFP and include the information below.

- Name of Client/Firm
- Contact Name and Title
- Address
- Direct Phone Number
- Email Address
- Length of Relationship
- Summary of Software System Provided

6.1.7 SECTION G – COST PROPOSAL

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

- 1) Total cost for implementation of phone system
- 2) Cost of training sessions for onsite and virtual training for administrators and users.
- 3) Provide the total annual licensing fee that includes all hardware and software items required for total and complete operation of the proposed phone system solution

6.1.8 SECTION H – REQUIRED FORMS

Offerors **must complete and include signed copies** of the following documents:

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

6.2 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.

6.3 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	15%
Proposed Solution, User Ability, Project Team and Implementation Plan	50%
Maintenance and Support Program	20%
Cost Proposal & Compliance with Submittal Requirements	15%

Vendors may be invited to give a demonstration of the capabilities of the proposed solution to the Union County evaluation team. The successful Offeror's demonstration (if requested), along with questions and answers, will be a critical component of the overall vendor evaluation.

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

Interview Criteria	Weights
Proposed Solution, Implementation Plan and Staff	65%
Price, Quality and Relevance of Interview as it Relates to the Scope of the RFP	35%


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

6.4 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.

6.5 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.

7 GENERAL CONDITIONS AND REQUIREMENTS

7.1 TERMS AND CONDITIONS

The contract award will have an initial term of ten (10) years with two (2) two-years 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.

7.2 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).

7.3 SUB-CONTRACTOR/PARTNER DISCLOSURE

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

7.4 EXCEPTION TO THE PROPOSAL

An “exception” is defined as the Service Provider’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the Proposal. All exceptions taken must be identified and explained in writing in the proposal and must specifically reference the relevant section(s) of this Proposal. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to comply with all terms, conditions, specifications, and requirements of this Proposal. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider’s solution, must be described in detail.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

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

A. WORKERS’ COMPENSATION

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

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

B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager)
Covering Ongoing and Completed Operations involved in this Agreement.

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

C. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

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

D. PROFESSIONAL LIABILITY

(only for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)

\$1,000,000 Claims Made

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

E. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

(for any agreement involving software applications)

\$1,000,000 Claims Made

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

ADDITIONAL INSURANCE REQUIREMENTS

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

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

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

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

Department: _____

Contract #: _____

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

I. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Management Department
500 N. Main Street, Suite #130
Monroe, NC 28112

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

7.12 INDEMNIFICATION

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

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8 APPENDIX A – COST PROPOSAL

RFP 2025-022 Union County Phone System Upgrade

SUBMIT WITH PROPOSAL

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

Upfront Costs

- Hardware Costs: Phones, headsets, routers, switches, or any required hardware for system setup.
- Licensing/Software Costs: Initial costs for software licenses required for the system.
- Installation & Setup Fees: Costs associated with the installation, configuration, and setup of the VoIP system.
- Training Costs: Costs for employee training on system use and functionality.

Ongoing (Recurring) Costs

- Monthly Service Fees: Base subscription costs per user or per line.
- Call Charges: Rates for domestic and international calls, including long-distance fees.
- Maintenance/Support Fees: Ongoing technical support or system maintenance (monthly or annual).
- Software Updates: Costs for regular software or license updates.
- Compliance/Regulatory Costs: Costs to meet compliance standards such as HIPAA or GDPR.

Variable Costs

- Scalability Costs: Adding users, lines, or services as needed.
- Integration Fees: Costs for integrating VoIP with other systems (e.g., CRM, ERP).
- Customization Fees: Costs for system customizations or additional features.
- Third-Party Add-Ons: Costs for third-party tools (e.g., call recording, analytics).

9 APPENDIX B – PROPOSAL SUBMISSION

RFP 2025-022
Union County Phone System Upgrade

SUBMIT WITH PROPOSAL

This Proposal is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

County/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

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

Name: _____

Title: _____

Signature: _____

Date: _____



10 APPENDIX C – ADDENDUM AND ANTI-COLLUSION

RFP 2025-022 Union County Phone System Upgrade

SUBMIT WITH PROPOSAL

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

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



11 APPENDIX D – VENDOR PAYMENT NOTIFICATION

RFP 2025-022
Union County Phone System Upgrade

Informational Purposes Only - Do not submit with proposal



Finance Department

500 North Main Street Suite #714
Monroe, NC 28112 T. 704-283-3813
www.unioncountync.gov

ATTENTION: ACCOUNTS PAYABLE VENDORS

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

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

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

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

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

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

Thank you in advance for your participation.



12 APPENDIX E – TEMPLATE CONTRACT

RFP 2025-022
Union County Phone System Upgrade

Informational Purposes Only - Do not submit with proposal

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

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

W I T N E S S E T H

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

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

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

1. SERVICES PERFORMED. Contractor agrees to perform the services as set forth in the attached Scope of Work [or, if the full RFP is to be attached as the scope of work, state the RFP number and full RFP title], which is incorporated herein by reference (hereinafter the “Services”), in accordance with the terms of this Agreement.

2. FEE AND PAYMENT SCHEDULE. Union shall pay Contractor [insert payment amount or rate] for performance of the Services. Contractor shall invoice Union on a monthly basis for Services performed, or upon such other schedule as may be agreed upon by the parties. Payment is due within thirty (30) days of receipt of an accurate invoice by Union’s Finance Division. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

3. TERM AND TERMINATION. The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of [insert agreement time length] (the “Initial Term”). [The following sentence to be used only if renewals might be needed or desired, and then only if the RFP lists the possible number of renewals. If the contract is just for a single term, this sentence may be deleted.] Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement for up to ___[number of possible additional terms, as stated in the RFP] additional ___[number of years in each renewal term]-year terms, each a “Renewal Term,” upon written notice to the Contractor. Union may terminate this Agreement at any time, without cause, upon provision of ten (10) days’ written notice to Contractor. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by Union.

4. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement (“the Documents”), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the

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

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

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

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

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

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

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

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

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

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

assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

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

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

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

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

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

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

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

[Signatures follow on the next page.]

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

UNION COUNTY

By: _____ (SEAL)
Brian W. Matthews, County Manager

[CONTRACTOR'S FULL LEGAL NAME]

By: _____ (SEAL)

Approved as to Legal Form _____

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

Deputy Finance Officer

Exhibit A
Insurance Requirements

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

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

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

B. **COMMERCIAL GENERAL LIABILITY**
Covering all operations involved in this Agreement.

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

C. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000	Combined Single Limit - Any Auto
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D. **PROFESSIONAL LIABILITY**

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

E. **POLLUTION LIABILITY INSURANCE**

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

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

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

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

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

II. **ADDITIONAL INSURANCE REQUIREMENTS.**

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

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

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

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

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

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

F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

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

Department: _____
Contract #: _____

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

I. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 North Main Street
Monroe, NC 28112

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