

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 FLICK STUDIOS, LLC, whose address is 7805 Horsecroft Court, Charlotte, NC 28277, hereinafter “Contractor.”

W I T N E S S E T H

WHEREAS, Union desires that Contractor perform certain creative services on an as-needed basis; 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 (hereinafter the “Services”) set out in the attached Request for Proposals No. 2026-007, “Creative Services” (the “RFP”), which is attached and incorporated herein by reference, on an as-needed basis and in accordance with the terms of this Agreement. Contractor shall perform the Group B and Group C Services as described in the RFP. Contractor understands that Union County does not guarantee it will purchase any minimum amount of Services under this Agreement.

2. FEE AND PAYMENT SCHEDULE. Union shall pay Contractor the rates set out in the attached “Appendix A – Price Form” for performance of the Services. Said Appendix A is incorporated herein by reference. Contractor shall invoice Union no later than ten (10) business days after the end of a billing month for Services provided during said billing month. Payment is due within thirty (30) days of receipt of an accurate invoice by Union’s Finance Department. 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 three (3) years (the “Initial Term”). Following the Initial Term, Union may, in its sole discretion and at its sole option, renew this Agreement for up to two (2) successive one-year terms. Union may terminate this Agreement at any time, without cause, by notification to Contractor in writing. In the event of termination without cause, Contractor shall be paid for Services performed to the date of notification of termination by Union.

4. DOCUMENTS AND INSTRUMENTS OF SERVICE. Drawings, specifications, and other documents furnished by the Contractor, including those in electronic form, are Instruments of Service. The Contractor hereby assigns to Union County, without reservation, all copyrights in all documents, models, photographs, and other expression created by the

Contractor related to this Agreement. Among these documents are the Instruments of Service. Union County's obligation to pay Contractor is expressly conditioned upon Contractor obtaining a valid written comprehensive assignment of copyrights from its consultants in terms identical to those that obligate Contractor to Union County as expressed in this section, which copyrights Contractor, in turn, hereby assigns to Union County. Union County in return hereby grants Contractor and its consultants a non-revocable, nonexclusive license to reproduce and use the documents for purposes relating directly to Contractor's performance of its obligations under this Agreement, for Contractor's use in the normal course of professional activities, for Contractor's archival records, and for Contractor's reproduction of drawings and photographs in Contractor's marketing materials.

5. 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 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

\$1,000,000	Combined Single Limit - Any Auto
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6. 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: Public Communications  
Contract #: 9951

- 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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.

21. AUTHORITY. Each signatory below warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each signatory 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.

*[Remainder of page intentionally left blank. 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 written herein.

UNION COUNTY

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

FLICK STUDIOS, LLC

By: \_\_\_\_\_ (SEAL)

Approved as to Legal Form RLM

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

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

## Section H

### 10 APPENDIX A – PRICE FORM

RFP 2026-007 Creative Services

**SUBMIT WITH PROPOSAL**

Company Name: FLICK Studios LLC

Offerors may submit a proposal for one of the groups or multiple groups in any combination (Group A, Group B, or Group C). Due to the varying needs of Union County, it is anticipated that multiple contracts will be awarded to provide services. Union County does not guarantee a minimum number of hours. These services are on an as-needed basis.

Service Category	Project Rate Ranges
Graphic Design	
Photography	\$200 - \$2,500
Videography	\$500 - \$50,000

### Sample Costs of Actual Projects for Videography and Photography

Project	Link to project	Cost
Union County Jesse Helms Park Ribbon Cutting (Video)	<a href="https://www.youtube.com/watch?v=do8ITBxWbzc">https://www.youtube.com/watch?v=do8ITBxWbzc</a>	\$4,000
County Commissioners Swearing In (Video and Photos)	<a href="https://www.youtube.com/watch?v=PpYPZvORFZc">https://www.youtube.com/watch?v=PpYPZvORFZc</a>	\$4,250
Union County SW Regional Library Ribbon Cutting (Video and Photos)	<a href="https://www.youtube.com/watch?v=JS9wjXgmpb4">https://www.youtube.com/watch?v=JS9wjXgmpb4</a>	\$3,750
Shooting and edit for Caught In The Act (Video)	<a href="https://www.youtube.com/watch?v=EL8kvyJTqkq">https://www.youtube.com/watch?v=EL8kvyJTqkq</a>	\$1,750
Shooting edit for the Employee Service Awards (Video)	<a href="https://www.youtube.com/watch?v=pjaq-Teemac">https://www.youtube.com/watch?v=pjaq-Teemac</a>	\$2,500
Shoot and Edit of Union County Farmers Market - Stallings (Video)	<a href="https://www.youtube.com/watch?v=v2n3hCWLmcc">https://www.youtube.com/watch?v=v2n3hCWLmcc</a>	\$2,500
Hometown Heroes - Union County Stories (Video)	<a href="https://www.youtube.com/watch?v=K2FQQglz740">https://www.youtube.com/watch?v=K2FQQglz740</a>	FREE



## Request for Proposal No. 2026-007

### Creative Services

**Due Date:** June 29, 2025  
**Time:** 10:00 AM Local Time  
**Submittal Location:** Electronic Submission (Refer to Section 2)  
Union County Government Center  
500 N. Main Street, Suite 709  
Monroe, NC 28112

#### **Non-Mandatory Pre-Submittal Conference**

**Date:** July 10, 2025  
**Time:** 2:00 PM Local Time  
**Location:** Union County Government Center  
500 N. Main Street, HR Training Room  
Monroe, NC 28112

#### **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. 2026-007 Creative Services

Electronic proposals will be received by Union County's Procurement and Contract Management Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **10:00 AM Local Time on July 29, 2025.**

Union County, North Carolina, through the Public Communications Department, is seeking proposals from qualified companies to provide professional creative services including graphic design, general photography, and videography on an as-needed basis in response to this solicitation.

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)

A Non-Mandatory, Pre-Proposal Conference will be held on **July 10, 2025 at 2:00 PM Local Time** at the Union County Government Center, 500 N. Main Street, HR Training Room, Monroe, NC 28112. Representatives from the Union County Public Communications 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 ([vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov)) no later than **July 16, 2025, at 3:00 PM Local Time.**

Union County reserves the right to reject any or all proposals, to waive technicalities, cancel the solicitation, 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 **July 29, 2025 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. Please add this email address to your contact list.

#### **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 NON-MANDATORY PRE-SUBMITTAL CONFERENCE

A Non-Mandatory Pre-Submittal Conference will be held on **July 10, 2025 at 2:00 PM Local Time** at the Union County Government Center, 500 N. Main Street, HR Training Room, Monroe, NC 28110. Representatives from Union County Public Communications will be on-hand to give a brief overview of the project and to answer questions. Although attendance at this meeting is not mandatory, it is strongly encouraged.

### 2.4 PROPOSAL QUESTIONS

Proposal questions will be due on or before **July 16, 2025 at 3:00 PM 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 INTRODUCTION**

Union County, North Carolina, through the Public Communications Department, is seeking proposals from qualified companies to provide professional creative services including graphic design, photography and videography on an as-needed basis for a variety of needs.

### **3.2 COUNTY**

The County (estimated population 263,386) 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 REQUIREMENTS**

### **4.1 GROUP A – GRAPHIC DESIGN SERVICES**

The Offeror must have at least one (1) key personnel assigned to the contract resulting from this RFP who has at least five (5) years of experience providing graphic design services.

### **4.2 GROUP B – GENERAL PHOTOGRAPHY**

The Offeror must have at least one (1) key personnel assigned to the contract resulting from this RFP who has at least five (5) years of experience providing photography services.

### **4.3 GROUP C – VIDEOGRAPHY SERVICES**

The Offeror must have at least one (1) key personnel assigned to the contract resulting from this RFP who has at least five (5) years of experience providing videography services.

## 5 PROJECT OVERVIEW

Union County hereby invites companies that meet the qualifications set forth herein to submit proposals for graphic design services (Group A), **and/or** general photography services (Group B), **and/or** videography services (Group C). These services shall be provided on an “as-needed” basis. Under the resulting contract(s), the successful Offeror(s) will be required to provide expert guidance and professional service as outlined in this solicitation

Offerors may submit a proposal for one of the groups or any combination (Group A and/or Group B, and/or Group C). Due to the varying needs of Union County, it is anticipated that multiple contracts will be awarded to provide services listed under Groups A, B, & C. **The Offeror may submit a proposal for multiple groups.**

## 6 SCOPE OF WORK

The successful Offeror will be required to provide all labor, materials, tools, equipment, and supplies for the services listed below. Union County does not guarantee a minimum number of hours. All services will be provided on an as-needed basis throughout the contract term. All work performed by the Contractor on behalf of Union County will become the property of Union County.

### 6.1 FOR ALL GROUPS (GROUPS A, B, AND C)

1. Contractor must provide all necessary equipment, supplies, etc. to perform assigned project(s).
2. As projects develop, Union County personnel will work with one of the selected vendors deemed as the best fit for the specific project.
3. Contractor will provide high-quality electronic files and printed materials when necessary, within the agreed upon timeframe, and within the established budget for the project.
4. Contractor will participate in meetings with Union County personnel for the purpose of discussing project needs, establishing a strategy for execution, and editing. These meetings may be virtual, by phone call, or face-to-face.
5. The costs and timeline for individual projects will be determined on a project-by-project basis.
6. All creative work must be provided in draft form, for approval by the County, with requested edits possible.
7. File transfers will not incur additional charges to the County.
8. Union County’s normal business hours are Monday through Friday from 8 a.m. to 5:00 p.m. Contractors may work during and outside of Union County’s normal business hours, but Contractors working on Union County property outside normal business hours must have Union County approval.
9. Deliverables must be received by the date agreed upon by Union County and Contractor.
10. All work performed by the Contractor on behalf of Union County will become the property of Union County.
11. The majority of projects will be with one point of contact within Public Communications. On some projects, there may be a subject matter expert involved.

## 6.2 GROUP A – GRAPHIC DESIGN

Graphic design services will include work for Union County advertising and marketing purposes. The graphic designs may appear in print, online and in videos. Graphic design services will be on an as-needed basis for work. All graphic design projects must adhere to Union County's Brand Standards Guide, Appendix E. A portfolio consisting of 5 – 10 examples of graphic design is required. A minimum of two (2) images submitted must be chosen from the following example list of anticipated work. This list is not exclusive:

1. Marketing/Communication Material
  - a. Billboards
  - b. Posters
  - c. Newspaper/magazine ads
  - d. Website banners and graphics
  - e. Social media graphics
  - f. Booklets
  - g. Brochures/flyers
  - h. Newsletters
  - i. Posters
  - j. Booths
  - k. Bannerstands
2. Event-Specific Logos
3. Presentation Templates and Layouts

## 6.3 GROUP B – GENERAL PHOTOGRAPHY

Photography services will involve work at various locations around Union County. The Offeror must have all the equipment to acquire, edit and deliver photographs. Photography services will be on an as-needed basis for work. A portfolio consisting of 5 – 10 photography images is required. A minimum of two (2) images submitted must be chosen from the following example list of anticipated work. This list is not exclusive:

- a. Events
- b. Portrait/people
- c. Work/Lifestyle
- d. Landscape/Architectural

## 6.4 GROUP C – VIDEOGRAPHY

Videography services will involve projects at various locations around Union County. The Offeror must provide all necessary equipment, including lighting and audio equipment. The contractor must be able to perform all video functions from conception, shooting, editing and final production. The contractor should be able to deliver videos that are in the format and production value for broadcast (public access channel) and social media (YouTube and Facebook). Multiple ratios may be requested for different formats or platforms (particularly vertical videos for social media). All graphics, lower-thirds, and other post-production elements must adhere to Union County's Brand Standards Guide; Appendix E. Electronic delivery is preferred. Videography services will be on an as-needed basis. A portfolio consisting of four (4) 90 second videos is required. A minimum of two (2) videos submitted must be chosen from the following example list of anticipated work. This list is not exclusive:

- a. Storytelling
- b. Animation
- c. Explainer
- d. Promotional
- e. How To
- f. Text Animations
- g. Training

## 7 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

### 7.1 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.

### 7.2 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** – Staff Experience
- **Section D** – Subcontracting
- **Section E** – Portfolio
- **Section F** – References
- **Section G** – Cost Proposal
- **Section H** – Required Forms

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

Omissions and incomplete answers may be deemed unresponsive.

**7.2.1 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 direct email address. (required)**
- 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.”

### **7.2.2 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.
- Is the bidder’s organization involved in any pending litigation that may affect its ability to provide its proposed services?
- Provide recent results of client feedback (survey results, comments, etc.) for a similar program.
- 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.

### **7.2.3 SECTION C – STAFF EXPERIENCE**

Describe the professional staff available for this service. Include a summary of the work/education experience of the company’s key staff members. It should identify the specific employees assigned to provide the services solicited by this Request for Proposal and years of experience. At a minimum, this section should include the following information, for each key person identified by the company:

- a. Name and title
- b. Office location and city of residence
- c. Project responsibilities and roles
- d. Educational background
- e. Professional registrations and memberships (if applicable)
- f. Years of relevant experience

### **7.2.4 SECTION D – SUBCONTRACTING**

Sub-contractors to be utilized in the performance of this service must be clearly identified. Provide the following:

- a. Name of the subcontractor and location.
- b. Reason for subcontracting
- c. Proposed subcontractor responsibilities.

### **7.2.5 SECTION E – PORTFOLIO**

**Portfolios are required.** Please provide an embedded link to a Google drive folder or SharePoint folder with examples of your work as outlined below.

#### **Group A – Graphic Design**

Submit a portfolio consisting of 5 - 10 digital images of your work. Include the title, a brief description and date completed. A portfolio consisting of 5 – 10 examples of graphic design is required. A minimum of two (2) images submitted must be chosen from the example list of anticipated work referenced in 5.2.2 Group A – Graphic Design.

#### **Group B – Photography**

Submit a portfolio consisting of 5 - 10 digital images of your work. Include the title, a brief description and date completed. A minimum of two (2) images submitted must be chosen from the example list of anticipated work referenced in 5.2.3 Group B – Photography.

#### **Group C – Videography**

Submit a portfolio consisting of four (4) 90 second videos of your work. Include the title, a brief description and date completed. A minimum of two (2) videos submitted must be chosen from the example list of anticipated work referenced in 5.2.4 Group C – Videography.

### **7.2.6 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 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

### **7.2.7 SECTION H – REQUIRED FORMS**

Offerors must include completed copies of the following documents:

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

## 8 EVALUATION CRITERIA AND SELECTION PROCESS

### 8.1 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 (Evaluation Team) 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. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the RFPs.
4. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the finalist Vendor.

### 8.2 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. The criteria is outlined below:

RFP Evaluation Criteria	Weights
Portfolio	40%
Company Background and Experience	20%
Staff Experience	20%
Compliance with Submittal Requirements	10%
Rates	10%

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:

<b>RFP Interview/Presentation Criteria</b>	<b>Weights</b>
Proposed Approach, Implementation, and Staff	65%
Quality and Relevance of Interview as it Relates to the Scope of the RFP	35%

### **8.3 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.

## **9 GENERAL CONDITIONS AND REQUIREMENTS**

### **9.1 TERMS AND CONDITIONS**

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

## **9.2 FINANCIAL INFORMATION**

The Bidder must have the following financial information readily available and have the ability to provide it to the County, without exception, within twenty-four (24) hours upon request during the proposal certification process:

1. Annual audited financial reports for the past five (5) fiscal years;
2. Credit reports, credit bulletins, bank and vendor references, and any other published statements by agencies that have been issued or published about the entity within the past five (5) years;
3. Indicate whether the Company (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years;
4. Provide a description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Bidder's financial position or ability to provide service to the County.

## **9.3 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.

## **9.4 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 2025 - 2030 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.

## **9.5 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.

## **9.6 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.

## **9.7 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.

## **9.8 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.

## **9.9 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.

## **9.10 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.

## **9.11 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.



## 9.12 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.

## 9.13 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

J. 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

J. 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**

- J. 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.

- J. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- J. 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.
- J. Certificate Holder shall be listed as follows:

Union County Risk Management  
500 N. 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.

**9.14 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--*

## 10 APPENDIX A – PRICE FORM

### RFP 2026-007 Creative Services

**SUBMIT WITH PROPOSAL**

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

Offerors may submit a proposal for one of the groups or multiple groups in any combination (Group A, Group B, or Group C). Due to the varying needs of Union County, it is anticipated that multiple contracts will be awarded to provide services. Union County does not guarantee a minimum number of hours. These services are on an as-needed basis.

Service Category	Project Rate Ranges
Graphic Design	
Photography	
Videography	

## 11 APPENDIX B – PROPOSAL SUBMISSION FORM

RFP 2026-007 Creative Services

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

## 12 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

RFP 2026-007 Creative Services

**SUBMIT WITH PROPOSAL**

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on [www.co.union.nc.us](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: \_\_\_\_\_

## 13 APPENDIX D – UNION COUNTY BRAND STANDARDS GUIDE

RFP 2026-007 Creative Services

**DO NOT SUBMIT WITH PROPOSAL**

Please use the following link to access the Union County Brand Standards Guide:

[https://www.dropbox.com/scl/fi/3ntwsnvo1hp254nqso3jy/UC\\_BrandStandards\\_WEB\\_112024.pdf?rlkey=9qwt781s5xwacImventdcxcb&st=oopy1bn3&dl=0](https://www.dropbox.com/scl/fi/3ntwsnvo1hp254nqso3jy/UC_BrandStandards_WEB_112024.pdf?rlkey=9qwt781s5xwacImventdcxcb&st=oopy1bn3&dl=0)



**14 APPENDIX E – TEMPLATE CONTRACT**

**RFP 2026-007 Creative Services**

**DO NOT SUBMIT WITH PROPOSAL**

# TEMPLATE AGREEMENT

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

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

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

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

II. **ADDITIONAL INSURANCE REQUIREMENTS.**

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

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

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

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

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

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

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



**Request for Proposals 2026-007**  
**Creative Services**

**ADDENDUM No. 1**

**ISSUE DATE: July 22, 2025**

Responding Offerors on this project are hereby notified that this Addendum shall be made a part of the above named RFP document.

The following items add to, modify, and/or clarify the RFP documents and shall have the full force and effect of the original Documents. This Addendum shall be acknowledged by the Offeror in the RFP document.

## **Add/Delete Section**

1. Delete, Cover Page, Due Date: June 29, 2025.

Add, Cover Page, Due Date: July 29, 2025.

***End of Add/Delete Section***

## **Questions/Answers Section**

1. The proposal asks for rates but does not give specifics on quantity. Price is determined but the final amount of graphics, images and minutes needed for projects. As the bidder are we to provide specific quantities for the bids?

Answer: Rate is requested for hourly rate charged or rate per project.

- Examples:

- Photography: \$50/hour OR no rate for hourly work / rate for headshot photography is \$250/headshot.
- Videography: \$100/hour OR rate is typically determined by project and generally is \$1,000 total for a video project resulting in a 2-3 minute video.
- Graphic design: (please provide hourly rate)

2. The cost per item ranges depending on the item. Can we provide the project rate ranges per itemized request ie. one cost for event photography, one cost for portraits, etc?

Answer: Yes.

3. Is there a set budget in mind per request?

Answer: We understand requests may vary widely, and therefore the budget per project may vary. There is no set budget in mind. We intend to have discussions with the selected vendor to discuss and determine budget/estimated cost by project.

4. How big is the need? 1-2 projects a month? 3 projects a year?

Answer: The number of projects varies based on need. Generally, we estimate a total of 4-8 video projects a year outsourced to a vendor or vendors. An estimate for photography is fewer than three projects a year. Graphic design ebbs and flows the most based on need. There may be 1-3 projects a month or two projects a year. It really depends on the need of the County departments we support, as well as how much falls outside of our internal capacity at that given time.

5. How much notice will be provided for each request?

Answer: We aim to provide as much notice as possible, keeping in mind the scope of the project request. For photography and videography needs, we'll typically know at least 2-3 weeks in



advance. We may have a shorter turnaround time for graphic design requests but will generally ask up front if a requested deadline can be met. For example, we may reach out on a Monday with a graphic design request and ask if it can be turned around by the end of the week.

6. While we do have several current projects underway, many are still under NDA and can't be publicly shared yet. Would it be acceptable to include past work we've done as individuals—both for previous employers and clients—as well as spec work, as long as we clearly label which is which?

Answer: Yes.

7. Also, I recall it was mentioned that people can request access to past proposals—does that mean our submitted proposal could be made publicly available through a public records request?

Answer: Yes. Per North Carolina General Statute Chapter 132, records of the County are a matter of public record, unless they meet exceptions outlined in [the state statute](#).

8. Lastly, regarding Section F, are references from past employers or freelance clients acceptable if clearly noted as such?

Answer: Yes.

***End of Questions/Answers Section***

#### **Attachment**

1. Pre-Submittal Sign-In Sheet

***End of Addendum No. 1***