



Alamance County
REQUEST FOR PROPOSALS

RFP #27-P001
ESC Fiber Connectivity

Issue Date: July 6, 2026

Submittal Date: August 13, 2026

Contents

1. INTRODUCTION	3
2. GENERAL AND BACKGROUND INFORMATION.....	4
3. SCOPE OF WORK	4
4. PROJECT OBJECTIVES.....	5
5. SYSTEM FUNCTIONALITY REQUIREMENTS	7
6. PROPOSAL TIMELINE.....	9
7. PROPOSAL QUESTIONS.....	10
8. PROPOSAL SUBMITTAL REQUIREMENTS.....	10
9. SUBMITTAL FORMAT AND CONTENT	11
10. SELECTION PROCESS.....	12
11. EVALUATION CRITERIA.....	13
12. AWARDING OF CONTRACT	14
13. NEGOTIATING WITH OFFERORS	14
14. RESPONSIBILITY FOR COSTS	14
15. COMPLETE SERVICE/PRODUCTS	14
16. PUBLIC RECORDS AND SUBMITTED PROPOSALS	15
17. RIGHT TO REJECT SUBMITTALS	15
18. CONFLICT OF INTEREST.....	15
19. ALAMANCE COUNTY CONTRACT.....	15
20. REQUIRED STATUTORY AND LEGAL DISCLOSURES.....	16
ATTACHMENT 1 – SAMPLE AGREEMENT.....	17
APPENDIX A – Vendor/Reseller References	22

1. INTRODUCTION

Alamance County is soliciting proposals from qualified contractors to engineer, permit, install, test, and document a 144-strand single-mode fiber (SMF) route between 124 West Elm Street, Graham, NC 27253 and 780 Plantation Drive, Burlington, NC 27215. The project includes aerial construction, pathway engineering, pole attachments, make-ready coordination, fiber termination, and compliance with all regulatory and industry standards.

The County intends to select a contractor capable of delivering a high-quality, reliable, standards-compliant OSP fiber route with a required completion date of January 2027.

This procurement is being conducted pursuant to N.C.G.S. 143-129.8, which authorizes Alamance County to use information technology best-value procurement methods. The County will evaluate proposals based on overall value, functionality, long-term sustainability, and total cost of ownership rather than lowest price alone.

The selected Vendor must comply with all applicable North Carolina information technology security requirements, including the Statewide Information Security Manual, Statewide Data Handling Standards, and all requirements under N.C.G.S. 143B-1376.

The Vendor shall be solely responsible for verifying all field conditions, utility ownership, pole attachment requirements, and permitting constraints prior to submitting a proposal. Failure to account for existing conditions shall not constitute grounds for additional compensation.

2. GENERAL AND BACKGROUND INFORMATION

Alamance County, located in the Piedmont region of North Carolina and home to approximately 180,000 residents, is undertaking this project to strengthen its communications infrastructure with a reliable, high-capacity fiber-optic connection. The County intends to install a new single-mode fiber link between the Alamance County Office Building and the Alamance County 911/Emergency Services Center. This upgraded connection will enhance network performance, increase bandwidth capacity, and provide greater reliability and scalability to support both current and future technology needs.

By enabling secure data transmission between County facilities, the fiber link will improve interoperability among departments and reinforce continuity of operations for emergency response and public safety services. The project scope may include the installation of underground and/or aerial fiber cabling, conduit, handholes, splice enclosures, termination hardware, testing, labeling, and all supporting infrastructure required to deliver a complete, fully operational connection. All work must comply with applicable local, state, and federal regulations, industry standards, and County requirements. Contractors will be expected to coordinate with utility providers and County representatives to minimize disruptions to existing services and public access during construction.

This project reflects Alamance County's ongoing commitment to modernizing and strengthening its technology and communications systems in support of County operations, emergency personnel, and the residents it serves.

The Vendor is responsible for coordinating all field access, right-of-way entry, and utility notifications required to complete route verification and design activities.

3. SCOPE OF WORK

The Contractor shall provide a complete turnkey solution for the design, engineering, permitting, utility coordination, construction, testing, documentation, and commissioning of a new 144-strand single-mode fiber (SMF) optic cable route between 124 West Elm Street, Graham, North Carolina and 780 Plantation Drive, Burlington, North Carolina. The project shall include all aerial and underground construction necessary to establish a fully operational fiber connection terminated within the respective data centers at both facilities. Responsibilities shall include route surveying and engineering, negotiation and acquisition of all required pole attachment agreements, management of utility make-ready activities, coordination of utility locates and North Carolina 811 requirements, procurement of

permits, traffic control, installation of aerial messenger strand and fiber cable, underground conduit and handhole construction, fiber splicing and termination, grounding and bonding, testing, and project closeout documentation.

All work shall be performed in accordance with the latest applicable federal, state, utility, and industry standards, including NCDOT Sections 1730 and 1731, NESC 2023, NEC Article 770, ANSI/TIA standards, OSHA regulations, FCC pole attachment requirements, and NCDOT construction specifications. The Contractor shall provide all labor, materials, equipment, permits, utility fees, and project management services required to deliver a fully functional and tested fiber optic system. Upon completion, the Contractor shall furnish comprehensive as-built documentation, CAD and/or KMZ route files, link loss calculations, bi-directional OTDR and power meter test results for all 144 fiber strands, and warranty documentation. The project shall be substantially complete and ready for acceptance no later than January 2027.

Hosting Requirement:

- **Messenger Strand:** Install a minimum **1/4-inch (6.6M) Galvanized Steel**
- **Messenger Strand** (Extra High Strength). Tension must be set to ensure sag does not exceed 2% under NESC Medium Loading conditions.
- **Lashing:** The 144-strand cable must be **double-lashed** to the messenger using 0.045-inch stainless steel lashing wire.
- **Grounding & Bonding:**
 - The messenger strand and the cable armor must be bonded together and connected to the **Multi-Grounded Neutral (MGN)** at the first and last pole of the run.
 - Upon building entry, the armor must be bonded to the building's **Telecommunications Main Grounding Busbar (TMGB)** using a #6 AWG copper conductor.
- **Slack Storage:** Install "**Snow Shoes**" (Slack Storage Brackets) every 1,000 feet or at the midpoint, maintaining **100 feet of fiber slack**.
- **Bending Radius:** Maintain a minimum radius of **20x the cable diameter** during pulling and **10x** once installed.

4. PROJECT OBJECTIVES

The primary objective of this project is to design, construct, test, and commission a high-capacity 144-strand single-mode fiber optic network connecting the organization's facilities located at 124 West Elm Street, Graham, NC and 780 Plantation Drive, Burlington, NC. The completed infrastructure shall provide a reliable, scalable, and resilient communications pathway capable of supporting current and future data center, network,

and telecommunications requirements.

Specific project objectives include:

- **Establish a Dedicated Fiber Connection**
Design and install a 144-strand single-mode fiber optic cable route between the two facilities utilizing the most efficient combination of aerial and underground construction methods while ensuring long-term operational reliability.
- **Provide a Turnkey Deployment Solution**
Deliver all engineering, permitting, utility coordination, pole attachment agreements, make-ready activities, construction, testing, documentation, and project management necessary to complete the project.
- **Ensure Regulatory and Industry Compliance**
Complete all work in accordance with applicable federal, state, local, utility, and industry standards, including NCDOT, NESC, NEC, ANSI/TIA, OSHA, FCC, and applicable utility owner requirements.
- **Optimize Route Design and Infrastructure Utilization**
Coordinate with utility owners and stakeholders to identify and implement the most practical and cost-effective route while minimizing impacts to existing infrastructure and public rights-of-way.
- **Deliver High-Quality Fiber Infrastructure**
Install aerial and underground facilities utilizing industry best practices for cable handling, grounding, bonding, slack management, handhole placement, and splice performance to maximize system longevity and maintainability.
- **Achieve Verified Network Performance**
Provide comprehensive fiber testing, including bi-directional OTDR testing and optical power measurements for all 144 fiber strands, and demonstrate compliance with established link loss and splice loss requirements.
- **Provide Complete Project Documentation**
Deliver accurate as-built records, CAD and/or KMZ route files, pole identification information, grounding locations, testing results, and all supporting documentation necessary for future operations and maintenance.
- **Ensure Long-Term Reliability and Supportability**
Provide workmanship and manufacturer warranties, performance bonding, and service response commitments that support the long-term operation and maintenance of the fiber optic network.
- **Complete the Project on Schedule**
Successfully deliver a fully operational and accepted fiber optic system no later than January 31, 2027.

The Vendor shall maintain all construction records, splice documentation, and test results for a minimum of five (5) years and shall provide copies to the County upon request.

5. SYSTEM FUNCTIONALITY REQUIREMENTS

The proposed fiber optic system shall provide a fully operational, carrier-grade, 144-strand single-mode fiber optic connection between the facilities located at 124 West Elm Street, Graham, NC and 780 Plantation Drive, Burlington, NC. The completed system shall meet the following functional requirements:

Connectivity Requirements

- Provide a continuous end-to-end 144-strand single-mode fiber optic pathway between the designated facilities.
- Terminate all fiber strands within the respective data centers at each facility.
- Support current and future high-bandwidth network, voice, video, and data transport services.
- Provide infrastructure scalability to accommodate future network expansion and service requirements.

Reliability and Availability Requirements

- Deliver a robust outside plant (OSP) fiber infrastructure designed for long-term operational reliability.
- Utilize aerial, underground, or hybrid routing methods as determined through engineering analysis and utility coordination.
- Incorporate appropriate slack management, grounding, bonding, and physical protection measures to support maintainability and service continuity.
- Maintain compliance with all applicable utility clearance requirements and industry standards.

Performance Requirements

- Achieve splice losses not exceeding 0.05 dB per splice.
- Meet calculated optical loss budgets for the entire fiber route.
- Successfully pass bi-directional OTDR testing at 1310nm and 1550nm wavelengths for all 144 fiber strands.
- Successfully pass optical power meter testing for all installed fiber strands.
- Demonstrate continuity and operational readiness of all fiber strands prior to final acceptance.

Maintainability Requirements

- Provide accessible handholes, slack storage locations, splice points, and termination facilities to support future maintenance and restoration activities.
- Include sufficient fiber slack at designated aerial and underground locations to facilitate repairs, relocations, and future network modifications.
- Ensure all grounding and bonding points are clearly identified and documented.
- Provide route documentation that supports efficient fault isolation and service restoration.

Documentation Requirements

- Deliver complete as-built documentation showing the final installed route.
- Provide CAD and/or KMZ files identifying cable pathways, handholes, pole attachment locations, pole identification numbers, splice locations, and grounding points.
- Provide detailed test reports, link loss calculations, and fiber strand assignment documentation.
- Submit all project records and acceptance documentation in electronic format.

Warranty and Service Requirements

- Provide a minimum twelve (12) month workmanship warranty covering all installation activities.
- Provide a twenty-five (25) year manufacturer warranty on installed fiber optic materials where available through certified installation programs.
- Maintain a service response capability of four (4) hours and a repair response capability of twenty-four (24) hours during the warranty period.
- Provide a performance bond that remains in effect through the warranty period.

Acceptance Requirements

The system shall be considered complete only after successful installation, testing, documentation delivery, correction of deficiencies, and formal acceptance by the Owner. All required permits, utility approvals, test results, as-built documentation, warranties, and certifications must be submitted prior to final project acceptance.

This format is commonly used in telecommunications, municipal broadband, and government infrastructure RFPs because it separates System Functional Requirements from the Scope of Work and Technical/Construction Specifications.

All work must comply with the most recent versions of:

-[NCDOT Section 1730 & 1731](#): Fiber optic cable handling, lashing, and splicing (max 0.05 dB loss per splice).

-[NESC 2023 Table 235-5](#): Mandatory 40-inch vertical clearance from power and 12-inch from other communications.

-[NEC Article 770.100](#): Grounding and bonding of metallic cable members (armor and messenger).

-[ANSI/TIA-758-C](#): Customer-owned Outside Plant (OSP) standards.

-NECA/FOA 301: Standard for "neat and workmanlike" installation.

-ANSI/TIA 568, 569, 606, 607, 758

-OSHA 1910/1926

-NCDOT traffic control requirements

-FCC pole attachment regulations

-NCDOT Standard Specifications for Roads and Structures

6. PROPOSAL TIMELINE

RFP Process	Date	Time
RFP Issued	July 6, 2026	12:00pm
Questions Due	July 22, 2026	5:00pm
AC Responses to Questions	July 31, 2026	5:00pm
Proposals Due	August 13, 2026	3:00pm

7. PROPOSAL QUESTIONS

All inquiries regarding this RFP must be submitted in writing by **July 22, 2026**, to **Joel Bonestell (jbonestell@alamancecountync.gov)**. Please enter **RFP #27-P001 Questions** as the subject line.

From the date of RFP issuance until contract award, all Vendor communication must be directed exclusively to the County's **designated contact**. Contact with any other County staff regarding this RFP is prohibited and may result in disqualification.

Questions received prior to the submission deadline, along with the County's responses, will be posted as addenda to the Alamance County website. Only written addenda are considered authoritative.

Vendors must acknowledge receipt of all addenda in their proposal. Failure to acknowledge addenda may result in the proposal being deemed non-responsive.

Vendors must submit questions in a single consolidated list; multiple or piecemeal submissions will not be accepted.

The County will not provide verbal interpretations of any requirement. Only written responses issued as addenda shall be binding.

8. PROPOSAL SUBMITTAL REQUIREMENTS

Include:

- 3 paper copies
- 1 electronic PDF copy on USB
- Required appendices
- Responses to all items in Section 9

Submittals must be sealed and clearly labeled with the RFP number and title.

Electronic submissions via email will not be accepted. The USB must contain a single, bookmarked PDF version of the proposal.

The Vendor must include the following certifications in its proposal:

- Certification of E-Verify compliance (N.C.G.S. 64-26)
- Certification that the Vendor is not debarred or suspended from federal or State procurement programs

The Vendor shall also include a notarized Non-Collusion Affidavit in accordance with N.C.G.S. 133-32 and 143-54.

9. SUBMITTAL FORMAT AND CONTENT

Proposals must follow the structure in this section. Vendors must provide complete, detailed responses. Failure to provide required information may result in the proposal being deemed non-responsive.

Marketing materials, generic product descriptions, or references to external websites do not constitute a valid response. Vendors must clearly describe how their proposed solution meets each requirement and must identify any deviations or limitations.

Cost proposals must be complete and itemized. The County will not accept proposals that include ranges, estimates without explanation, or pricing contingent on future discovery.

Executive Summary

Provide a concise overview of the proposed solution, key differentiators, and the vendor's understanding of the County's needs.

Vendor Qualifications and Experience

- Firm background and history
- Project team and resumes
- Relevant experience with permitting, inspections, plan review, and code enforcement systems
- At least three references (Appendix B)
- Customer base information (Appendix C)

Vendors must identify all subcontractors and provide their qualifications, licenses, and roles in the project. Failure to disclose subcontractors may result in disqualification.

Financial Stability Documentation

Vendors must provide evidence of financial stability, which may include audited financial statements, annual reports, or other documentation demonstrating long-term viability.

Certificate of Insurance Requirement

The successful Proposer shall provide a current Certificate of Insurance (COI) demonstrating that all required insurance coverages are in force and will remain in effect throughout the

duration of the contract and warranty period. The Certificate of Insurance shall be submitted prior to contract execution and shall identify the Owner as an Additional Insured on all applicable liability policies.

At a minimum, the Contractor shall maintain the following insurance coverage through insurers licensed to conduct business in the State of North Carolina:

- Commercial General Liability Insurance
- Automobile Liability Insurance
- Workers' Compensation Insurance as required by North Carolina law
- Employer's Liability Insurance
- Umbrella/Excess Liability Insurance (if applicable)

The Certificate of Insurance shall clearly indicate policy limits, policy effective dates, expiration dates, and applicable endorsements. The Contractor shall provide not less than thirty (30) days' written notice to the Owner prior to the cancellation, non-renewal, or material modification of any required insurance coverage.

Failure to provide and maintain the required insurance coverage and Certificate of Insurance may result in rejection of the proposal, contract termination, suspension of work, or withholding of payment at the Owner's discretion.

Service Level Agreements

Vendor must provide detailed SLAs including response times, resolution times, uptime guarantees, scheduled maintenance windows, and remedies or credits for SLA violations.

Background Checks

Vendor personnel with access to County data or systems must pass background checks consistent with North Carolina criminal history standards.

10. SELECTION PROCESS

All proposals will be reviewed by a selection committee comprised of County staff. The committee will evaluate each submission to determine compliance with the requirements of this RFP, including the Proposer's technical qualifications, relevant fiber optic construction experience, financial stability, project approach, schedule, and ability to successfully deliver the project.

Based on the evaluation of submitted proposals, the County may, at its sole discretion, establish a shortlist of the most qualified firms for further consideration. Shortlisted firms may be invited to participate in interviews, presentations, or clarification meetings with the selection committee. During these sessions, Proposers may be required to present their proposed engineering approach, construction methodology, project management plan, safety program, utility coordination strategy, and experience with similar fiber optic infrastructure projects.

Following the completion of the evaluation process, including any interviews or presentations, the selection committee will develop a recommendation for contract award. The committee's recommendation will be forwarded to the Alamance County Board of Commissioners for consideration. The Alamance County Board of Commissioners reserves the right to accept, reject, or negotiate any proposal and will make the final award decision at a regularly scheduled public meeting.

The County reserves the right to request additional information, conduct reference checks, negotiate scope and pricing, waive informalities, and reject any or all proposals when deemed to be in the best interest of the County.

The County may conduct site visits of the Vendor's completed fiber installations to verify workmanship and performance claims.

11. EVALUATION CRITERIA

The County will evaluate proposals using best-value IT procurement methods authorized under N.C.G.S. 143-129.8. The County may consider any factors relevant to determining overall value, including but not limited to:

- Demonstrated ability to meet functional and technical requirements;
- Quality and completeness of the proposal;
- Vendor experience with similar jurisdictions;
- Total cost of ownership, including recurring costs;
- Implementation approach and timeline;
- System usability and accessibility;
- Integration capabilities;
- Security posture and compliance with State requirements;
- Vendor financial stability and long-term viability.

The County reserves the right to request clarifications, conduct interviews, require demonstrations, or negotiate with one or more vendors. The County may reject any proposal

that contains omissions, deviations, or conditions that, in the County's judgment, affect the quality or comparability of the proposal. Preference will be given to solutions that meet requirements without custom development. The County may deem proposals non-responsive if they contain incomplete responses, undisclosed limitations, or materially deviate from the requirements of this RFP.

12. AWARDING OF CONTRACT

Alamance County will select the vendor best qualified to provide the required services and will negotiate a contract based on the proposal deemed most advantageous to the County. The County reserves the right to reject any or all proposals.

No contract award is final until approved by the Alamance County Board of Commissioners and fully executed by both parties.

13. NEGOTIATING WITH OFFERORS

The County may award a contract based on initial proposals without discussion. The County may also enter into negotiations with one or more vendors. No contract is final until executed by both parties.

The County reserves the right to negotiate pricing, scope, schedule, and contractual terms with the highest-ranked Vendor. If negotiations fail, the County may terminate negotiations and proceed to the next highest-ranked Vendor.

14. RESPONSIBILITY FOR COSTS

Vendors are responsible for all costs incurred in preparing and submitting proposals, including travel for presentations or demonstrations.

Costs associated with site visits, field verification, or subcontractor engagement prior to award shall be borne solely by the Vendor.

15. COMPLETE SERVICE/PRODUCTS

The selected vendor shall furnish all labor, materials, equipment, and services necessary to deliver the complete solution as described in this RFP and the resulting contract.

No change order increasing the contract price shall be valid unless approved in writing by the County prior to the performance of the work. Unauthorized work performed without prior approval shall be at the Vendor's sole cost.

16. PUBLIC RECORDS AND SUBMITTED PROPOSALS

All proposals are public records subject to inspection under North Carolina law, except for properly marked trade secrets as defined by statute.

Vendors must clearly mark any trade secret information in accordance with N.C.G.S. 66-152 and must provide a redacted version of their proposal suitable for public release. The County will not defend improper trade secret designations.

The County may, at its discretion, release any portion of a proposal not clearly and properly marked as a trade secret. Failure to comply with statutory marking requirements may result in public disclosure.

17. RIGHT TO REJECT SUBMITTALS

The County reserves the right to reject any or all proposals, waive informalities, and accept the proposal deemed in the County's best interest.

The County may also reject proposals that are incomplete, non-responsive, or that contain conditions, limitations, or exceptions not permitted under this RFP.

18. CONFLICT OF INTEREST

Vendors must disclose any potential conflicts of interest. The County may reject proposals where conflicts exist.

The Vendor shall have a continuing obligation to update the County regarding any potential conflicts that arise during the procurement process or contract performance.

19. ALAMANCE COUNTY CONTRACT

The selected Vendor will be expected to execute and abide by the provisions of the Alamance County standard contract form. The County's Standard Terms and Conditions are attached hereto and incorporated herein by reference as Attachment 1.

No alterations to the County's standard contract will be accepted unless specifically approved in writing by the County Attorney. Vendors submitting proposed contract terms, conditions, or alternate agreements may be deemed non-responsive.

The executed contract, together with this RFP, all addenda, the Vendor's proposal, and all referenced documents, shall constitute the entire agreement between the parties.

In the event of a conflict between the Vendor's proposal and the County's contract documents, the County's documents shall control.

20. REQUIRED STATUTORY AND LEGAL DISCLOSURES

The following certifications are required and must be included in the Vendor's proposal:

- Compliance with N.C.G.S. 143-129.8 (best-value IT procurement)
- Compliance with N.C.G.S. 143B-1376 (state IT security requirements)
- E-Verify Compliance (N.C.G.S. 64-26)
- Debarment/Suspension Certification
- Non-Collusion Affidavit (recommended)

Vendors must include signed copies of all required certifications. Unsigned or incomplete certifications may result in the proposal being deemed non-responsive.

The Vendor certifies that it and its subcontractors comply with all applicable E-Verify requirements for their employees.

The Vendor certifies that it is not debarred, suspended, or otherwise excluded from participation in federal or State procurement programs.

The Vendor shall maintain all required licenses, registrations, and certifications necessary to perform the work described in this RFP.

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ATTACHMENT 1 – SAMPLE AGREEMENT

SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ by and between the County of Alamance, a political subdivision of the State of North Carolina, (hereinafter referred to as “County”), party of the first, and _____, (hereinafter referred to as “Consultant”), party of the second.

WHEREAS, (Consultant Name), shall provide said services in a professional manner in accordance with the standards of all applicable professional organizations for the service company.

WHEREAS, The Contract Documents consist of this Agreement, Supplemental Conditions, Request for Proposals RFP #_____, Consultant’s Proposal (dated _____), other documents listed in this Agreement and amendments issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

1. Term of Agreement: The term of this Agreement shall be for an initial three (3) year period beginning on the date of initial execution. This contract may be renewed for two (2) additional twelve-month periods upon mutual agreement by both parties.
2. Compensation: As compensation for the services outlined within this Agreement, the Consultant shall be compensated for services rendered in accordance with the accepted prices, and fees, contained in the Consultants proposal. Fees proposed and accepted shall be valid for the initial and all renewal periods of the Agreement. Any subsequent fee rate changes must be requested in writing, with justification, and be accepted by the County prior to implementation.
3. Standards of Service Performance: Consultant represents and agrees that now and continuing for the term of the Agreement, Consultant:
 - a. is experienced, qualified, skilled and fully capable of performing Services in a competent and professional manner;
 - b. shall exercise reasonable care and diligence, and shall act in the best interest of Alamance County;
 - c. shall act in accordance with generally accepted standards of

Consultant's practice applicable to the locality; and shall comply with this Agreement and with all applicable federal, state and local laws, ordinances, codes, rules and regulations;

- d. possesses all necessary qualifications, licenses and certifications;
- e. shall perform in a timely manner and in accordance with all schedules required under this Agreement, time being of the essence;
- f. shall work in good faith with Alamance County to meet requirements imposed by the federal or state government or other funding entity if grants are used to fund any portion of the project;
- g. the individual(s) signing the Agreement have the right and power to do so and bind Consultant to the obligations set forth herein and such individuals do so personally warrant that they have such authority.

4. Insurance: Consultant shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 per occurrence
General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence \$2,000,000 aggregate
Personal Injury	\$ 500,000 each occurrence \$1,000,000 aggregate

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina. The Consultant shall furnish original Certificates of Insurance to the County, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Consultant from its liability and obligations under this Contract.

5. Confidentiality: All proprietary data and information, if any, furnished to Consultant by County shall be regarded as confidential, shall remain the sole property of County and shall be held in confidence and safekeeping by Consultant for the sole use of County and Consultant under the terms of this Agreement. Consultant agrees that its officers, employees, and agents will not disclose to any person, firm, or entity other than County or its designated legal counsel, accountants, or practice management consultants any confidential information about County. Consultant agrees to carry out its obligations to County in compliance with all privacy and security regulations required by law.
6. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Consultant and the County. Consultant and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County. No employee of Consultant will be deemed to be an employee of County for purposes of workers' compensation.
7. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Consultant without prior written consent of the County.
8. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.
9. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Alamance County	Consultant Name:
Attn: TBD	Attn: _____
124 W. Elm Street	Address
Graham, NC 27253	City State Zip

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

10. Governing Law: The laws of the State of North Carolina shall govern this Agreement. Any court of competent jurisdiction as to Alamance County, North Carolina shall be the proper venue to determine any dispute or litigation arising out of this Agreement.
11. Modifications: This contract may be amended or modified by mutual written consent of the parties. A modification is not enforceable against the County unless it is signed by the County Manager, or other duly authorized official.
12. Force Majeure: Neither Party shall be liable to the other party for any failure or delay caused by events beyond such party's control and not due to its own negligence, provided that such party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party

of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes Consultant from performing services and/or providing goods for a period of ten (10) consecutive business days, County shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to Consultant.

13. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.
14. Termination of Contract: This Contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice. The County, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the County shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the County before the effective date of termination. The County reserves the right to terminate the whole or any part of this Contract due to the failure of the Consultant to carry out any term or condition of the Contract. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.
15. Annual Appropriations and Funding: This Agreement may be subject to the annual appropriation of funds by the Alamance County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of services actually performed.
16. Indemnification: To the fullest extent of the law, the Consultant agrees to indemnify and hold harmless the County, officers, elected officials, agents, servants, and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising as a result of any act, omission, or delay of, or failure by, Consultant to perform as required under this Agreement.

In addition to any other remedies available to Alamance County, the County shall have the right to deduct from payments to the Consultant any costs, damages and expenses, including reasonable attorney's fees, that have been or may be incurred by Alamance County as a result of Consultant's failure to perform as required by this Agreement.

17. Order of Precedence / Integration: To the extent there is any conflict between the

contract documents, the terms found in this Agreement shall control. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

18. E-Verify: The parties hereby stipulate that the Consultant shall use the E-Verify system established and maintained by the United States Department of Homeland Security to ensure that all Consultant and subconsultant employees meet the employment eligibility requirements as set forth in the federal laws, rules and regulations and further that the Consultant and subconsultant shall maintain E-Verify records and make them immediately available upon the written request of the County.
19. County Policy: The County opposes discrimination on the basis of race and sex and requires all of its Consultants to provide a fair opportunity for minorities and women to participate in their work force and as subconsultants and Consultants under County contracts.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

Alamance County:

Alamance County Manager

Consultant

Authorized Company Representative

This instrument has been pre-audited
in the manner required by the Local
Government Budget and Fiscal Control Act.

Susan R. Evans, Finance Officer

APPENDIX A – Vendor/Reseller References

Customer Name	Contact Name	Contact Number	Install Date	Applications (please list)
Organization name list of all active customers within the state of North Carolina				

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