



BUNCOMBE COUNTY

Request for Proposal

Emergency Dispatch Call Processing Solution

Date of Issue: April 10, 2023

**Proposal Submission Deadline:
May 5, 2023 at 2:00 PM ET**

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1 PURPOSE AND BACKGROUND

The intent and purpose of this Request for Proposal (RFP), and the resulting contract, is to obtain the services of a qualified firm to provide a complete and comprehensive Emergency Dispatch Call Processing Solution (herein referred to as protocols or system) used for conducting call-taking activities for emergency and non-emergency telephone calls received within the recently consolidated Buncombe County Public Safety Communications Center (BCPSCC) in accordance with the Scope of Services section of the solicitation.

BCPSCC is seeking a complete turnkey product that shall include the core components of a protocol system—computerized version of protocols that will be the primary means of entry; backup cards sets; quality assurance/quality improvement (QA/QI) component, and associated training/certification (to include remote/third-party QA through evaluation, reporting, training, and QI recommendations); certification of communication officers; training (to include trainer certification for future classes [any trainer requirements shall be noted]); implementation; and other components necessary for a turnkey product. The proposal shall provide costs for all components as well as costs for accreditation and annual maintenance.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 NOTICE REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the instructions within this RFP, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.4 PROPOSAL QUESTIONS. If the County determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The County may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, the County rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the

document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The County will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	County	April 10, 2023
Submit Written Questions	Vendor	April 19, 2023, 5:00 PM
Provide Response to Questions	County	April 27, 2023
Submit Proposals	Vendor	May 5, 2023, 2:00 PM
Presentation of Solution to Committee	Vendor	May 23, 2023, 8:30am to 11:30am May 23, 2023, 1:30pm to 4:30pm May 25, 2023, 8:30am to 11:30am May 25, 2023, 1:30pm to 4:30pm
Contract Award	County	June 2023
Contract Effective Date	County	July 2023

2.4 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to Ron.Venturella@BuncombeCounty.org by the date and time specified above. Vendors should enter "**RFP Emergency Dispatch Call Processing Solution Questions**" as the subject for the email. Questions submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the County's response, and any additional terms deemed necessary by the County will be posted in the form of an addendum. No information, instruction or advice provided orally or informally by any Buncombe County personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding.

2.5 PROPOSAL SUBMITTAL

Proposals will be received until 2:00 PM, May 5, 2023. All proposals may be submitted electronically submitted via email and properly identified with the title "**RFP Emergency Dispatch Call Processing Solution Proposal**".

Proposals may be emailed to:
Ron Venturella, Procurement Manager
E-mail: Ron.Venturella@BuncombeCounty.org

The County's capacity for email attachments is 9 MB. It is the Vendor's responsibility to ensure the proposal is received prior to the proposal acceptance time. Late proposals will not be accepted. The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the Contract to best serve the interest of the County. It is the responsibility of the applicant that their proposal is received on time. Receipt of proposals can be verified by calling 828-250-4154.

2.6 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- I. Cover Letter
- II. Title Page:
Include the company name, address, phone number, and authorized representative.
- III. Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
- IV. Firm's Organization:
This section of the proposal shall contain the following minimum information:
 - a. General
 - i. Location of the firm's headquarters, nearest offices, applicable phone numbers, and any other pertinent information relative to the size and organizational structure of the company.
 - b. Project Team
 - i. An organizational chart and written description of the proposed project team, with the names and titles of the key individuals identified. Include a supporting narrative to describe the qualifications, education, and experience of personnel to be assigned.
 - c. Financial Data
 - i. Pertinent data which demonstrates the firm's corporate capability to successfully perform. Shall include information on the financial stability of the firm, e.g., annual financial reports and statements, Dun and Bradstreet and/or other credit bureau ratings.
 - d. Subcontractor Data
 - i. Identify all subcontractors (including consultants, advisors, and suppliers) to be used and describe specific responsibilities, qualifications, and background experience of all key personnel. Include evidence of financial stability for each major subcontractor, consultant,

or advisor.

V. Experience:

This section of the proposal shall contain the following minimum information:

a. Firm

- i. Describe the firm's prior related experience and expertise in management and development of an emergency dispatch call processing solution in similar size and scope to that specified. Responses must include the names, addresses, and phone numbers of contact persons; size, and scope (magnitude and complexity) of that served; date of award, and period of performance.

b. Firm/Subcontractor Profiles

- i. This section shall include recent data describing the current organization, date of incorporation, dollar volume, of employees, home office location, and other company profile information. A profile must be completed for the primary vendor and any subcontractor that will be assigned to the project.

c. Project Understanding:

The Firm shall provide a written narrative statement to demonstrate their understanding of developing, marketing, building, maintaining, and managing an emergency dispatch call processing solution from a technical approach.

d. Approach/Methodology:

The Firm shall provide a written narrative describing the approach/methodology to providing services. The Firm shall present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the tasks described in the Scope of Work and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the Firm.

e. Project Fees:

Each Firm's proposal shall contain a complete, itemized breakdown of all development fees expected to be paid by the County for procurement, implementation, and training of the offered Emergency Dispatch Call Processing Solution. Firms must provide a detailed summary that outlines all payment terms.

f. References:

Firms must provide a list of three (3) references for the firm and subcontractor(s) for which each has provided an Emergency Dispatch Call Processing Solution within the last three (3) years. References shall have been operating the solution for not less than one (1) year.

3 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and best fits the needs of the County.

Buncombe County reserves the right to reject any and/or all submittals, and to waive defects, technicalities and/or irregularities in any submittal. The County reserves the right to finalize a contract with one or more firms based on all factors involved in the written qualification submittal without further discussion or interviews.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the County reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the County.

The County may, at its discretion, require one or more proposers to appear before an evaluation committee for an interview or to make a presentation. During such an interview, the contractor may be required to present its proposal, provide a demonstration of all software products, and respond in detail to any questions posed orally and otherwise. Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Proposers shall be notified in advance of the time and format of such meetings. Since the County may choose to award a contract without engaging in discussions or negotiations, the proposal submitted shall define each proposer's best offer for performing the services described in this RFP. The commencement of such discussions, however, does not signify a commitment by the County to execute a contract or to continue discussions. The County may terminate discussions at any time and for any reason.

3.2 EVALUATION CRITERIA

Following the deadline for submittals, a selection committee will review the submitted proposals. The selection committee will review, analyze, and rank all submittals based on their response to the information requested. The selection process will include the following criteria in the evaluation of proposals. These criteria are not necessarily listed in order of importance.

The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting administrative requirements, technical requirements, the review team's assessment of the quality, performance of the services proposed, and cost.

The evaluation committee shall make a selection based on criteria listed below (no particular order) and other relevant RFP information. Evaluation factors shall include, but shall not be limited to, the following:

1. **Understanding of project**
 - How the proposer responded with their outline of understanding and approach to the tasks listed in the Scope of Work
2. **Reputation and demonstrated quality standards**
 - Summary of provided services
 - Number of years in business
 - Relevant knowledge, training, licensing, and experience
 - Review of the three (3) similar sized projects in similar environments performed by the proposer
3. **Outlined plan**
 - The process by which the proposer shall execute on their proposal
4. **Technical competence**
 - List relevant knowledge, training, licensing, and experience
5. **Capability and capacity**
 - Personnel (number of employees and experience/qualifications)
6. **Cost**

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

The award document shall be a contract incorporating, by reference, all the requirements, terms, and conditions of the solicitation, and the proposer's proposal as negotiated.

4 REQUIREMENTS

4.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, with one (1) to five (5) year ongoing maintenance contract options, beginning on the date of contract award (the "Effective Date"). The County may, at its discretion, select single or multiple year ongoing maintenance contract options; if the Vendor provides multi-year ongoing maintenance contract options, pricing for such shall be presented for the County's consideration.

4.2 PRICING

Proposal price shall constitute the total cost to the County for complete performance in accordance with the requirements and specifications herein, including all applicable charges, handling, administrative, and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP.

4.3 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the County under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the County. Names of any third-party Vendors

or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision, and delivery of the Services and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies, and materials necessary for the Vendor to provide and deliver the Services and deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction in the State of North Carolina.

5 SCOPE OF WORK

5.1 BACKGROUND INFORMATION

BCPSCC is a consolidated public safety answering point (PSAP) formed on January 1, 2022, by the merger of Buncombe County and the City of Asheville public safety communication centers. BCPSCC also provides public safety communications services to the Towns of Black Mountain, Biltmore Village, Montreat, Weaverville, and Woodfin with a county population exceeding 271,000. In 2022 the BCPSCC processed 189,633 911 calls that resulted in 187,937 Law Enforcement, 49,276 Fire Service, and 40,409 EMS calls for service.

BCPSCC is seeking to enhance the services provided to city, town, and county residents and visitors by implementing a full complement of emergency call-taking protocols (emergency medical, fire, and law enforcement).

BCPSCC uses a CentralSquare Technologies ONESolution computer-aided dispatch (CAD) system, maintained by County information technology (IT) personnel. The Buncombe County Public Safety Communications Director will be the point of contact for any questions regarding the CAD system and will coordinate the integration of the CAD system and the proposed protocol system (as required).

5.2 PROJECT SCOPE

The Vendor shall provide a comprehensive protocol solution for law enforcement, fire, and emergency medical calls, including, at a minimum, all hardware, software, and operating systems; installation; system integration; warranty service; technical support; staff training; and project management—all of which shall be provided on a turnkey basis. The system shall meet the

minimum requirements specified in this RFP. Vendors shall provide detailed information concerning their ability to meet these requirements and describe any additional features and functionality the system is capable of providing.

I. General Requirements

The proposed protocol shall meet the following minimum general requirements:

- a. Shall be a nationally recognized and validated call triaging solution.
- b. Shall be a product that the Vendor has provided, implemented, maintained, and supported for other projects similar in size and scope.
- c. Shall meet or exceed the following national criteria as applicable:
 - i. American Society for Testing and Materials (ASTM) F1258, F1552, and F1560
 - ii. National Highway Traffic Safety Administration (NHTSA) *National Standard Curriculum for Emergency Medical Dispatch (EMD)*
 - iii. National Fire Protection Association (NFPA) Standards 450 and 1225
 - iv. American Heart Association (AHA) (or equivalent) cardiopulmonary resuscitation (CPR)
 - v. National Association of EMS Physicians (NAEMSP) *Emergency Medical Dispatch Position Statement*
- d. Shall meet all requirements of the North Carolina 911 Board (NC911) as applicable.
- e. Shall have the ability to ingest data and other automated alarm messages as applicable (e.g., text-to-911, Automated Secure Alarm Protocol [ASAP] to PSAP)
- f. Shall primarily interact with the public safety communications call-taker using a complete CAD system integrated computer software solution. Vendors shall describe in detail how their proposed solution meets this criteria.
 - i. The system interface should include a process by which BCPSCC can control the information flow from the system software to the CAD system (e.g., sending comments for each question as they are answered versus all together at the end of questioning).

II. System Capabilities

The proposed protocol shall meet the following minimum system capabilities:

- a. At no point during the call-taking shall the system and/or protocol introduce a delay in the protocol sequence and/or the delivery of information to the CAD system and/or field responders.

- b. Shall include a complete set of case entry questions, triage questions, and pre-arrival instructions that are based on available evidence and meet applicable recognized law enforcement, fire, and medical standards and shall be regularly reviewed and updated by a group of industry professionals in accordance with evolving standards of care.
- c. Shall be scalable, allowing for prompt customization of protocols and instructions to accommodate updated local operational modalities, directives, and input from the BCPSCC medical director and/or organizational leaders from local fire departments and law enforcement agencies.
 - i. The system should include this ability through either a software modification or internal agency policy.
- d. Shall provide scripted case entry. Case entry shall include questions for gathering vital information, including address, phone number, chief complaint, age, sex, consciousness, breathing, and number of patients.
- e. Shall include scripted triage questions for the patient's chief complaint. Triage questions shall include a complete set of questions that are specific to the chief complaint and that enable the call-taker to retrieve sufficient information from the caller to determine the severity of the complaint.
 - i. The system should include the ability to change the order of triage questions at the discretion of the agency and/or BCPSCC medical director, through either a software modification or internal agency policy.
 - ii. The system shall include a mechanism by which an automatic redirect occurs during call-taking when specific conditions are met to allow for the use of the proper protocol for the caller's specific situation (e.g., change from abdominal pain to chest pain if the caller indicates pain is in the patient's chest).
- f. Shall include scripted patient and responder safety questions for the chief complaint. Questions shall include a complete set of questions that are specific to the reported situation and that enable the communication officer to retrieve sufficient information from the caller to determine all potential safety issues that may exist at the emergency scene.
 - i. Questions shall be marked in a manner that provides clear and rapid recognition by the call-taker during questioning.
 - ii. The system shall include accompanying pre-arrival safety instructions if an extreme situation exists requiring the call-taker to take action.
- g. Shall include scripted pre-arrival instructions that emphasize key actions and decision pathways. Pre-arrival instructions shall include scripts that assist the call-taker through, at a minimum but not limited to, airway obstructions, CPR (with audible and visual metronome feature for consistent compressions), hemorrhage control, aspirin administration, and obstetrical emergencies.
- h. Shall adjust triage questions and the pre-arrival instruction scripts depending on the caller's proximity to the patient. This will allow the call-taker to read the question verbatim removing the need to adjust the script if the caller is the patient, with the

patient, or no longer near the patient.

- i. System software shall enable the call-taker to easily articulate between law enforcement, medical, and/or fire dispatch protocols on a single call screen within a single telephone call.
- j. System software shall display each question with answer choices in the interrogation sequence, prompt the call-taker for a response, assign a specific code based on the responses to each question, and sequentially display pre-arrival instructions.
- k. System software shall clearly identify and label all icons, buttons, and/or user entry prompts as to the selection's name and purpose.
- l. Shall include complete backup card sets (flip-card system or tablet-based) with pre-arrival instructions that shall be available and provided at each dispatch console as a backup to the computer software. This includes the **current** eighteen (18) at the primary PSAP and sixteen (16) at the back-up PSAP with a total of thirty-four (34) dispatch consoles.
- m. Backup cards or tablets shall be included in any updates that occur to the computerized solution.
- n. Shall operate without internet access and allow downtime operations without being directly controlled by or connected to a system server or external network.
- o. Shall include a computerized QA/QI component to allow agency personnel to conduct in-house case review and training.
- p. Shall be capable of providing reports that reflect any period of time (live or historical) or data field requested such as incident type on a week, month, or year-to-date report query (e.g., number of call types, response times, interview times, pre-arrival instruction times, etc.).
- q. Shall be capable of providing a real-time dashboard, showing features or map displays to quickly see trends in call types and identify areas of potential generic call type overuse.
- r. System software shall possess a clearly marked and simple handoff process between call-takers of an in-progress dispatch protocol case (e.g., when a call must be placed on hold and completed by another call-taker).

III. Support, Maintenance, and Warranty Requirements

- a. Vendors shall provide support services 24 hours a day, 7 days per week as well as a toll-free direct number for support services.

- b. The proposed solution shall have a high availability and **IS NOT** subject to routine outages for maintenance.
- c. The successful Vendor shall provide upgrades to the current version of the software at no additional charge as long as BCPSCC has a software support and maintenance agreement.

IV. Training Requirements

- a. BCPSCC requires that the proposed solution offer a “train-the-trainer” model to be used for certified in-house instructors to conduct training and recertify personnel without the need to utilize instructors from outside the agency. Vendors shall describe in detail how their proposed solution meets this criteria.
- b. The system shall include a separate training module/system or specific user licensing that permits trainees to utilize a hands-on approach to software training without affecting live call-taking or CAD system entries.
- c. Optionally, the successful Vendor shall provide a complete continuing education (CE) program that satisfies the requirements for personnel recertification.

V. Implementation Services Requirements

- a. As part of the Vendor’s proposal, a project implementation plan with a corresponding schedule shall be included, outlining all project milestones to include (at a minimum) installation, implementation, training, testing, and go-live.
- b. The system shall be fully operational (implementation, training, testing, etc.) by the anticipated go-live date as agreed upon by the successful Vendor and BCPSCC.
- c. System final acceptance testing shall be conducted in accordance with the implementation plan that is mutually agreed to and incorporated as part of the contract documents.
- d. The project team shall consist of a project manager and establishment of roles and responsibilities to reach a mutual agreement with BCPSCC on strategic objectives, approaches, priorities, and timelines.
- e. System training shall be comprehensive training that will:
 - i. Provide comprehensive education to all BCPSCC operational staff and management to enable each individual to process emergency calls for assistance using the successful Vendor’s proposed system without causing delays in emergency services.
 - ii. Allow BCPSCC staff and other designated representatives to understand the operational characteristics of the system and the tools available for overall system management.

- f. Ability to conduct thorough system and user acceptance testing by providing a detailed list of test cases for the implementation of said system. Each test case shall detail the test being performed, and the expected results. Test result exceptions or deviations of expected performance shall be documented in detail for follow-up and action.
- g. Current workload and ability to complete required work within BCPSCC shall include developing, maintaining, and presenting a periodic master project schedule that reflects all BCPSCC deliverables and delivery dates, and issues that may affect said delivery (i.e., risk).

VI. Hardware and Software Requirements

The successful Vendor shall include all hardware and network requirements for complete protocol functionality.

- a. The system shall meet all performance requirements defined in this RFP and be currently compatible with the minimum computer specifications detailed below as well as maintain compatibility with updates/patches/versions of listed software for the duration of the contract (at a minimum beginning with the versions listed below).

Current Hardware/Software being utilized:

- i. CAD – CentralSquare Technologies ONESolution CAD
- ii. GIS¹ – ESRI Mapping Service
- iii. Applications
 - 1. Office 365 (Outlook, Word, Excel, PowerPoint, Teams)
 - 2. Chrome, Internet Explorer 11, and Edge browsers
 - 3. RapidSOS
 - 4. NICE Inform logging
 - 5. 3SI Tracking
- iv. CAD PC – Lenovo TS P330 Tiny Workstation
 - 1. Processor: Intel® Core™ i7-9700 CPU @ 2.00GHz
 - 2. RAM: 16 GB RAM
 - 3. Hard drive (type and size): 512 GB SSD
 - 4. Video card (including VRAM) NVIDIA Quadro P620 – graphics card
 - 5. Operating system: Windows 10 Enterprise – 21H2
 - 6. Network port speed: 1 Gbps
- b. The overall preference of BCPSCC is to operate all systems using a cloud-based application/software suite that is browser-based, and remains platform, device, and browser agnostic throughout the entirety of the system's lifecycle (i.e., software-as-a-service [SaaS]).
- c. If the Vendor proposes a non-SaaS system, said Vendor's proposal shall supply specifications for all servers and workstations, to include pricing (if needed), to meet the specifications of the Vendor's system. Said hardware specifications shall be

¹ Geographic information system

included as part of the Vendor's proposal package. Hardware beyond the equipment currently in place and operational must be included in the Vendor's proposal package. Proposals shall indicate in this instance the Vendor's current plans for migrating to a SaaS offering.

6 GENERAL TERMS AND CONDITIONS

1. **READ, REVIEW, AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** Buncombe County reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. **INFORMATION AND DESCRIPTIVE LITERATURE:** If required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature, and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
5. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:
 - All copies of the proposal are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for easy removal, filing, and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
6. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Buncombe County is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. In particular, the County encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on County contracts.

7. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81 a contract with Buncombe County by any company identified in a) or b) above shall be void *ab initio*.
8. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the County will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as “**CONFIDENTIAL**” by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color, or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the County will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
9. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
10. **INFORMAL COMMENTS:** Buncombe County shall not be bound by informal explanations, instructions, or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in writing in this RFP and in formal Addenda issued.
11. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor’s sole responsibility; Buncombe County will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
12. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
13. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation, and enforcement shall be determined.
14. **PAYMENT TERMS:** If a payment schedule is not part of The Contract, then payment terms will be Net thirty (30) days after receipt of a correct invoice or acceptance of goods, whichever is later.

15. **NON-DISCRIMINATION**: The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.

16. **ADVERTISING**: Vendor agrees not to use the existence of The Contract or the name of Buncombe County as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the County is willing to act as a reference by providing factual information directly to other prospective customers.

17. **INSURANCE**:

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- i. Commercial General Liability insurance in an amount not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability.
- ii. Business Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 each occurrence and shall include uninsured/underinsured motorist coverage per NC General Statute 20-279-21.
- iii. Workers Compensation coverage at the statutory limits in compliance with applicable State and Federal laws. Supplier shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.
- iv. Employer's Liability coverage with minimum limits of \$500,000 each accident and \$500,000 each employee disease.

Vendor shall agree these General Conditions constitute an insured contract and shall name Buncombe County as an additional insured under the Commercial General Liability policy. Before commencing work and for any subsequent renewals, Vendor shall furnish the County with certificates of insurance evidencing the above coverages and amounts on an approved form. Vendor hereby grants the County a waiver of any right of subrogation which any insurer of said Vendor may acquire against the County by virtue of payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County and delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the County. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Supplier's liability and obligations. Nothing in this section is intended to affect or abrogate Buncombe County's governmental immunity.

18. **GENERAL INDEMNITY**: The Vendor shall hold and save Buncombe County, its officers, agents,

and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within thirty (30) days from the date that the County has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the County's agents who are involved in the delivery or processing of Vendor deliverables or Services to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

- 19. CONFLICT OF INTEREST:** Per N.C. General Statute 14-234, no public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract. The statute defines "public officer" as an individual who is elected or appointed to serve or represent a public agency, other than an employee or independent contractor of a public agency.

A public officer or employee is involved in administering a contract if he or she oversees the performance of the contract or has authority to make decisions regarding the contract or to interpret the contract; or if he or she participates in the development of specifications or terms or in the preparation or award of the contract. A public officer is also involved in making a contract if the board, commission, or other body of which he or she is a member takes action on the contract, whether or not the public officer actually participates in that action, unless the contract is approved under an exception to this section under which the public officer is allowed to benefit and is prohibited from voting.

There is a conflict of interest when a public officer or employee derives a direct benefit from a contract if the person or his or her spouse: (i) has more than a ten percent (10%) ownership or other interest in an entity that is a party to the contract; (ii) derives any income or commission directly from the contract; or (iii) acquires property under the contract.

- 20. CONFIDENTIALITY:** Any County information, data, instruments, documents, studies, or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract, and not divulged or made available to any individual or organization without the prior written approval by Buncombe County.
- 21. COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 21. ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and

warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

22. **AMENDMENTS**: This Contract may be amended only by a written amendment duly executed by the County and the Vendor.
23. **NO WAIVER**: Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the County under applicable law. The waiver by the County of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
24. **FORCE MAJEURE**: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, or act of God.
25. **SOVEREIGN IMMUNITY**: Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or state or federal constitutional provision or principle that otherwise would be available to the County under applicable law.