**NOTICE TO BIDDERS**

**SPECIAL NOTE:** Procurement Services is located in the Wake County Justice Center. Access is best by using 301 S. McDowell Street, Raleigh, NC 27601

The McDowell Street address is closer proximity to Procurement Services. The Justice Center is beside the Public Safety Center and directly across Salisbury Street from the Wake County Courthouse.

YOU WILL BE REQUIRED TO GO THROUGH SECURITY AND METAL DETECTION IF YOU HAND DELIVER YOUR BID.

Also, all delivery couriers will be required to go through the same, security and metal detection, before being allowed access.

PLEASE FACTOR THIS INTO YOUR BID DELIVERY PLANS AS NO EXCEPTIONS WILL BE ALLOWED AND LATE BIDS WILL NOT BE ACCEPTED.

Sealed bids, subject to the conditions made a part hereof, will be received at this office for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids submitted via facsimile (FAX) machine, or email, in response to this Invitation for Bids will not be accepted. Bids are subject to rejection unless submitted on this form. Late bids, regardless of delivery means, will not be accepted. Bid/proposal delivery by any courier service may be subject to some access limitations should the delivery person be using hand trucks or carts. This should be factored into your delivery decisions.

Requested delivery date: ____________________________ Bidder is urged to state earliest guaranteed delivery.

Delivery will be as per attached.

**EXECUTION**

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54).
Failure to execute/sign bid prior to submittal shall render bid invalid.

<table>
<thead>
<tr>
<th>BIDDER:</th>
<th>FEDERAL ID OR SOCIAL SECURITY NO.</th>
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<tbody>
<tr>
<td>STREET ADDRESS:</td>
<td>P.O. BOX:</td>
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<tr>
<td>CITY &amp; STATE &amp; ZIP:</td>
<td>TELEPHONE NUMBER:</td>
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<tr>
<td>TYPE OR PRINT NAME &amp; TITLE OF PERSON SIGNING:</td>
<td>FAX NUMBER:</td>
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<tr>
<td>AUTHORIZED SIGNATURE:</td>
<td>DATE:</td>
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Offer valid for 60 days from date of bid opening unless otherwise stated herein. Prompt Payment Discount: ______ % __________ days (See Instructions to Bidders, Item 7).

MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening. If sending via USPS, allow one extra day for Wake County internal processing.

BID NO. ____________
Wake County Procurement Services
Wake County Justice Center - Ste 2900
301 S. McDowell Street
Raleigh, NC  27601

TABULATIONS: Tabulations will normally be available not later than three working days after opening.

TRANSPORTATION CHARGES:

FOB Destination: Freight, handling and distribution charges shall be included in the total price of each item listed. Any additional charges included on the invoice shall not be honored for payment, unless authorized by change order by the Wake County. In cases where materials are shipped against this order by parties, other than the Contractor, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. Complete packing list must accompany each shipment.

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

Note: This is a pilot program that may be expanded over time to encompass additional vehicles, up to the entire fleet. Wake County reserves the right to exercise that expansion, if any, with the vendor selected for this pilot program or may not to expand the program and review other options and venues.

ADDENDA

It is solely the bidder’s responsibility to ensure they have all necessary information prior to submitting a bid/proposal. This includes any and all addenda. Bidder is to acknowledge all addenda or risk rejection of bid or proposal.
Wake County Fleet Operations is requesting a bid on a telematics solution. Wake County Fleet has over 900 vehicles in its inventory. We are looking to initiate a minimum of 150 telematics onto key vehicles in our Fleet. It is our intentions that additional units will receive telematic devices after the grant funding has been fully utilized. The 150 units must be installed within 3 months or less of award and contract. Bidders will commit a project manager on site during the entire install period. Project manager shall be skilled in full install, web application training and custom report requests. Proposers are to submit the information requested and if unable to comply, the reason for non-compliance is to be stated. For each of the sections describe in detail how your telematics solution addresses each of the following Requirements. Provide any relevant visual aids (screenshots, dashboards, etc.) for each of the Rated Requirements listed below:

**Safety**

1. **Speeding by Street Segment**
   a. Identify frequency of occurrences of vehicle speed over posted road limits. Provide the number of occurrences, date (mm/dd/yyyy), duration (hh:mm:ss), locations of speeding, posted road speed limit, and if the posted speed limit can be confirmed as accurate.

2. **Aggressive Driving**
   a. Acquire, collect data, monitor and report on aggressive driving with alerts and visualization tools such as on map that show aggressive driving maneuvers such as but not limited to harsh cornering, harsh braking and excessive acceleration.

3. **Seat Belt Engagement**
   a. Be able to read seatbelt usage via the ECM of the vehicle. Provide for single and multiple rider scenarios (i.e, only monitor driver in a single operator vehicle)

4. **Doors**
   a. Provide the ability to collect information and monitor whether a vehicle door has been opened or closed. Document date, time of occurrence and durations (in seconds). Examples would be: driver’s door, passenger’s door, side entry door.

5. **Possible Collisions**
   a. Collection of key performing metrics that indicate a possible collision such as, but not limited to vehicle speed, harsh cornering, harsh braking, excessive acceleration.

6. **Accident Reconstruction**
   a. Second by second data collection of key performing indicators when an accident occurs such as, but not limited to vehicle speed, harsh cornering, harsh braking, excessive acceleration and impact occurrence.

7. **Audible Warnings**
   a. Vehicle audible warnings, optional by vehicle, when key administrator user defined safety conditions are exceeded. Audible warnings cannot be overridden by users other than administrators.

8. **Engine Diagnostics**
   a. Ability to extract proactive diagnostic and repair planning data with detailed analysis of critical engine fault codes.

9. **Tire Pressure**
a. Ability to extract tire pressure of the vehicle where vehicles are equip with tire pressure monitoring devices.

10. **Fuel Consumption**
   a. Ability to extract from the vehicle and monitor vehicle fuel consumption in miles per gallon. The fuel consumption calculation should be based on fuel burn information from the engine where data is available.

11. **Quantity of actual fuel consumed**
   a. Quantity of fuel consumed at idle
   b. Quantity of fuel consumed at Terminal
   c. Quantity of fuel consumed on road

12. **Unauthorized Use**
   a. Ability to set and monitor a schedule where a vehicle is not to be in use.

13. **Idle in Terminal**
   a. Telematics hardware to collect vehicle idle time while at the terminal/yard/office of origin: running a vehicle's engine when the vehicle is not in motion at the home terminal/yard/office location.

14. **Idle On-road**
   a. Telematics hardware to collect vehicle idle time while performing daily operational tasks on road such as pick-up and delivery: running of a vehicle’s engine when the vehicle is not in motion while executing operational functions on road.

15. **Mileage Reports**
   a. Ability to provide reporting on the number miles a vehicle has driven for a user defined time period.

16. **Odometer Data Export to Fleet Management System**
   a. Ability to export the daily mileage into a Fleet Management System directly from the vehicles absolute OEM odometer reading. Export to be automated on a scheduled set time/interval.

17. **Vehicle Maintenance without Disconnecting Hardware**
   a. Ability to conduct vehicle maintenance without having to disconnect the telematics hardware unit.

18. **U.S. Wireless Network Certification**
   a. Wake County has performed extensive cellular testing throughout the county. It has been found that Verizon provide the highest level of coverage. Therefore, hardware units must be certified for use on a minimum of the Verizon wireless network.

19. **Environmental Specifications**
   a. Please indicate the minimum and maximum temperature conditions that your Telematics solution can operate in.

**Productivity**

20. **Vehicle Stop Location**
   a. Vehicle latitude and longitude for all vehicle stops. Also have the ability to plot the vehicle latitude and longitude, on a map, as the drive path in progress as well as historical drive path data. Include auxiliary activations by visual clue (color of breadcrumb trail when selected PTO switches are active (example: sirens, emergency lights).
   b. Report best fit vehicle address with the associated latitude and longitude.
   c. Stop duration reporting should not include stop duration for times that the vehicle stops for stop light, stop signs or other related traffic/road stop instances.

21. **Stop Duration**
   a. Report on the duration a vehicle has been stopped in order to reflect the duration an employee is servicing a customer.

22. **Driving Duration**
   a. Report on the duration a vehicle has been in motion on-road.

23. **Travel Path**
   a. Ability to provide data in reporting format and visualization on a map the vehicles drive path in real-time and for user defined historical time periods.
b. Calculate lost travel time based on start and stop location determined by recommended travel route vs. actual taken.
c. Report daily distance and time based on use of not recommended travel path.

24. **Zoning**
   a. Ability to assign Geo fence by single or multiple Department, Division, group or vehicle zone

25. **Repetition**
   a. Identification of street segments or locations/zones visited multiple times during a day.

26. **Benchmarking**
   a. Ability to set a target by asset/driver for any key performance indicators. Benchmarking targets are to be used in report to assist with creating goals for deployment.

27. **Map Layer**
   a. Provide a software platform where users have the ability to view data and information on a map showing street information, city and major landmarks. With the ability to toggle between satellite and street view. As well as identify the speed of the road.
   b. Ability to overlay County GIS map and designate County facilities as geofenced area and labeled with County naming convention.

28. **On Road Time**
   a. Report on the time/duration a vehicle is and has been in motion while performing daily operational tasks on road.

29. **Geofence Time**
   a. Collect and monitor duration (hh:mm:ss) of the total time a vehicle is at geofence location.

30. **Assign a Single Driver to Many Vehicle Numbers**
   a. Ability to store driver name information and assign them to multiple vehicle numbers for a user defined time period.

31. **Dynamic Dispatch**
   a. Ability for telematics to display all vehicles and their distances from a user defined location and/or address. This will provide the visibility as to where vehicles are located within a given address range in order to assign that location to the nearest asset/driver.

**Data and Reports**

32. **Data Extract Frequency**
   a. Time frequency in which data is collected from the hardware units must be no less than every 15 seconds.

33. **User Capacity**
   a. Integrated reporting software that accompanies the hardware hosted by the vendor to have the ability to accommodate for an unlimited amount of users.
   b. Users can be added or deleted to authorized staff.
   c. Users can be added with limited access to be determined by administrator.
   d. Access can be added or removed to created roles.

34. **Archive Historical Data/Reports**
   a. Ability to archive all data that is greater than thirteen (13) months. Archival extract must be able to be downloaded and housed locally. Archive extract must be outputted in a format that can be used by programs such as Microsoft Office software products. Reports must allow for access into archived data for immediate reporting.

35. **Email Notification**
   a. Software to have the capability to send an email notification to single or multiple email addresses at the occurrence of user pre-defined event and ability to email any report with the software daily/weekly/monthly as defined by the user.

36. **Day/weekly/monthly/dashboards**
   a. Capability to provide key performance indicators and reports in daily, weekly and monthly dashboards with the option to trend where applicable. User should be able to specify the time period criteria for the
dashboards.

b. Dashboards are to be customized by user.

37. All Data/Reports Available in CSV/Excel
   a. Telematics software to have the ability to export any data and/or report defined by the user in CSV or Microsoft Excel, pivot ready format.

38. Hosted Externally
   a. Vendor to host software platform and its associated data on their network system. Prospect to access software and the data via a secure web interface.
   b. Wake County is owner of data.
   c. Data cannot be shared with any other entity nor used for any demo or training purposes.

39. Reporting Structure
   a. Reporting to have the ability to roll up to driver, vehicle, department, cost center, status, type and activity and report daily, custom date range, weekly, monthly, quarterly and annually.
   b. Ability to create customized target audiences by report(s).
   c. Ability to have shortcut to favorite reports by user

40. Report Generation/Development
   a. Telematics software to allow power users and/or system administrator to develop custom reporting for use by all other user groups.

41. Outliers Reporting
   a. Reporting that identifies vehicles for a user selected key performance indicators or report where performance is below average of the unit

42. Measure Actual to Target
   a. Ability to set an overall target per key performance indicators in order to generate reporting vs. user entered targets.

43. Graphical Historical by Route/Unit/Terminal/Division
   a. Graphical reporting of a user selected report via, but not limited to, line graph, pie chart, bar chart by driver, vehicle, department, cost center, status, type and activity.

44. External Benchmarks
   a. Provide high level external benchmarks, default settings and performance targets for similar vehicle type or fleets.

45. Cranking Voltage Reporting
   a. Ability to gather and report on cranking voltage by vehicle on a daily and weekly basis.

46. Vehicle Report Card
   a. Reporting of vehicle safety and performance metrics which translates into an overall report card score.

47. Alternative Fuel Vehicle Experience
   a. Report and provide data for hybrid, electric, natural gas or other alternative fuel vehicles.

48. Recommendations of Continuous Improvement
   a. Quarterly meetings to discuss opportunities for improvement

49. Daily Diagnostic Reporting
   a. Telematics software to report and provide alerts on OBD2 engine diagnostics codes with supporting reports to identify engine faults by vehicle. Daily reporting to fleet to report vehicles requiring repair.

50. Speed Report
   a. Telematics hardware to collect vehicle speed data and have the ability to visualize on a map, report on and be alerted when a vehicle has exceeded this pre-set speed threshold over the street posted limit or a specified speed. Should be able to follow the vehicles path on a map and visualize the driving speed vs. the posted speed limit.

51. Out-of-the-Box Reporting
   Telematics software reporting solution to include, but not limited to, the following reports. Reports shall allow user to select multiple criteria listed in item 53 in order to only report on desired vehicles.
   a. Device communication reading (daily)
   b. Idle cost savings report by department, division, vehicle (daily/weekly/monthly)
   c. Idle time total by department, division, vehicle (daily/weekly/monthly)
d. Number of stops report (daily/weekly/monthly)
e. Stops greater than 10 minutes (daily/weekly/monthly)
f. Speeding (daily/weekly/monthly)
g. Trip detail report (daily/weekly)
h. Accident Log reporting (daily/weekly/monthly)
i. Odometer reading (daily/weekly/monthly)
j. Engine trouble code report (daily/weekly/monthly)
k. Engine status report (daily/weekly/monthly)
l. Fuel consumption report (daily/weekly/monthly)
m. Fuel usage report (daily/weekly/monthly)
n. Number of vehicles located within defined geofence reported back by the hour during specified duration.
o. Please list all other out-of-the-box reports offered in your solution.

52. Directory
   a. System must be able to integrate daily with County directory to add/delete employees from the system. Cost of integration shall be included in bid.

53. Fleet Management System
   a. Software must be able to integrate daily with County Fleet Management system to add/delete vehicles from the system. Minimum fields to convert to telematics software are Unit id, description, vin#, make, model, year, unit type, activity, vehicle status, department, costcenter. Cost of integration shall be included in bid.

Installation
54. Project Timeline
   a. Please provide a detailed project timeline for all milestone activities for the end to end solution to be implemented.

55. Lead Time
   a. Describe and provide your deployment schedule.

56. Dedicated Project Support
   a. Required is a dedicated onsite project manager responsible for installation, training and customizing. Project manager will remain onsite until initial 150 units are installed. After that point, County staff will manage installations.

57. Installation
   a. Devices installation and setup should take less than 30 minutes per standard vehicle.

58. Telematics Hardware Connections
   a. Devices able to connect to OBD2 and must include hardware to have multiple equipment installed on vehicle OBD2.
   b. Installation must be made possible to not interfere with drivers vehicle operations.
   c. Connection cables to OBD must be low profile type with a split “Y” cable to accept multiple connections. This cable must be included hardware bid price.

59. Hardware Maintenance
   a. Describe in detail the hardware and SIM card maintenance programs and/or processes.

60. Warranty
   a. Units must have a minimum of 1 year warranty from time of installation, shelf time not included.

61. Hardware Manufacture
   a. State which manufacture provides the Telematics hardware and their location.

62. Hardware Inventory
   a. 10 Stock units must be allowed on site for immediate deployment or repair at no additional monthly fee until unit is activated.
   b. Units must be able to be removed from a vehicle and stored for future use with no running charges.

63. Support
   a. Regular business hour access (Monday-Friday 8am-5pm Eastern, to live support with after hour/holiday weekend coverage with 2 hour callback for high level support
**Information Technology**

The following list includes requirements for the technology infrastructure, applications and the end-to-end solution:

64. The County’s e-mail platform is Lotus Notes, Release 9.0. Solutions that are compatible with Lotus Notes for email messaging are preferred.

65. The County uses Microsoft’s Active Directory (AD) to authenticate and authorize users for access to the network. Proposed systems that utilize AD and eliminate the need for County users to have a separate LMS account are preferred.

66. While the County’s most important objective is to procure the best system to meet the BOE business needs, the County has certain infrastructure and technology standards in place. The County will evaluate and consider premise-based, vendor hosted or Software as a Service solutions. For premise-based solutions, vendors presenting solutions that fit into the environment described below will be given strong preference over those who do not.

67. The County standard for Windows server operating systems is Windows Server 2008 R2 and/or Windows Server 2012 R2. The newer version is preferred, when possible.

68. The County has a strong preference for products that store their data in databases which meet County standards, and provide customers with published database schemas to allow integration and reporting by the County staff where appropriate. Wake County requires a system developed with an integrated, relational database using Wake County database preferences which include Microsoft SQL, specifically SQL 2008 R2 or higher. Wake County currently supports these database platforms and plans to continue support for them in the future.

69. The selected solution should support the browsers and operating systems commonly used by our general public. The targeted browsers are Internet Explorer 9, 10 & 11; Chrome 37.x & 38.x; and Safari 7x & 8x. This solution should also support the top most commonly used desktop operating systems, Windows 7 and Mac OS X. With the increased number of tablet users, a desired solution should also support iOS 7 & 8 and Android 4x.

70. Wake County has a modern technology environment and the following aspects of the County’s technology infrastructure should position the County to support the technical operations of the proposed system:

   - The County has an enterprise network that links thirty major County facilities and 90+ smaller sites. Local LAN PCs connect to the network using Fast Ethernet (100 Mb). Wide area connections between major buildings utilize 1 Gb, 100Mb, and 10Mb fiber Metro Ethernet connections. Smaller sites utilize 15Mb x 2Mb cable modem connections. The County also supports Virtual Private Network (VPN) for employees and business partners. The County utilizes North Carolina Research and Education Network (NCREN) for internet connectivity. Wake County also supports 802.11g wireless in most major conference rooms and employee collaboration areas. In addition to traditional mainframe and AS/400 platforms (being phased out as project funding is approved), the County supports both Microsoft Windows Server and Red Hat Linux server platforms.

71. Depending on reporting capabilities of the proposed system, standard reporting tools, such as Crystal (Business Objects) and SQL Reporting Services should be supported as well.

72. All software updates should be included in the life of the contract, with no additional costs.

73. Required to integrate with additional systems i.e. fleet management software and employee systems.

74. List all current interfaces already-built for connections.

75. Data must be available for 24 months on live database. Archived past that point yet accessible upon request.

76. Must be able to provide system administrator the ability to add/delete/modify users, permission levels, security levels.

77. Please describe what self-serving user functionality your software solution provides i.e. password resets, account management.

78. State data accuracy of gps within feet.

79. Must refresh data at a minimum of every 15 seconds.

80. Must have ability to reconnect after loss of connectivity and automatically re-synchronize, without losing GPS coordinates (i.e. on-board data storage)

81. Ability to integrate with County employee database
   a. Daily updates of employees who are new or termed need to be imported into the software so that staff will not need to enter driver information.
82. Ability to integrate with Fleet Management software
   a. Must be able to update vehicle data files to include vehicle Department, division, costcenter, description, type, activity, vehicle id

**Emergency Response Units**

83. Ability to utilize current Wake County ID badges (smartcards) to allow drivers to sign into a vehicle as the designated driver. County cards are HID iClass GP smart cards and readers are HID iClass R40. Pricing should not include costs for readers which would be provided by the County. In addition to this minimum requirement, the county may also request use of RFID or similar device.

84. Specifications must be provided to support this interface.

85. Devices to be monitored to include but not limited to
   a. Medication box door open and close activity
   b. Vehicle reverse spotter acknowledgement switch to confirm a spotter is in place.
   c. Siren activity.
   d. Emergency light activity.

86. Ability to change on map vehicle ID label to track vehicles that rotate in and out of designated zones. The vehicle number field cannot be used for this purpose. Displayed on a map must include the vehicle number and the zone number assigned to that vehicle.

**Training**

87. Training to be provided for key items such as, but not limited to, software, hardware maintenance, hardware installation and troubleshooting.

88. Training for software to key analysts and users along with in-depth training in how to navigate through the software, generate reports, extract data and create custom reports.

89. Software user guide and documentation.

90. Hardware user guide and documentation.

91. Provide details in regards to a training module for the following users:
   a. Software and reports user
   b. Installation and maintenance user

92. Vendor to provide a detailed training plan for telematics hardware and software solutions.

**Requirements**

93. Technical repair must be completed on site within 48 hours of request.

94. The Proposer is to provide an Executive Summary which contains a synopsis of its response to this Request for Proposal. It should include:
   a. An overview of the Proposals major strengths as they relate to these requirements;
   b. Corporate information for the Proposer, and where applicable, for each of the Proposer’s major subcontractors;
   c. Areas of expertise and the role of each subcontractor with respect to this project; and
   d. Any other relevant information.

95. Invoicing Requirements
   a. Invoices must be issued monthly
   b. Separate invoice for equipment vs. monthly service fee.
   c. Invoices for equipment must list serial numbers where applicable.
   d. Monthly service invoice to include first page stating month of service and total expense. Second page must be detail itemization of each unit issued organized by Department, Vehicle number and serial number.

96. Provide a detailed implementation plan
   a. Include process, staffing, timeframe, etc
Award

97. Submissions will be reviewed and rated on Price, Bid document completion, Implementation Plan, Ability to meet requirements, and References.
Wake County anticipates awarding a one year contract with the potential of additional annual renewals. In order for equal comparison, please complete the bid based on the cost of the vehicles listed that will have a telematic device installed over a 4 year life cycle.

Vehicle 1: Administrative Sedan, includes standard vehicle monitoring with no PTO’s installed

Initial hardware: $__________________________
Monthly service fee: $__________x48 months $______________________
Total Cost over four years: $__________________________

Vehicle 2: TypeIII Ambulance, includes standard vehicle monitoring, employee recognition for driver and rear spotter via County smartcard (smartcard reader provided by Wake County), monitoring siren activation, monitoring emergency light activation, monitoring medical storage box open/close date and time.

Initial hardware: $__________________________
Monthly service fee: $__________x48 months $______________________
Total Cost over four years: $__________________________

Bid Submitted by: ____________________________________________

Company: ___________________________________________________

Authorized Representative: _________________________________

Email: _____________________________________________________

Phone: ____________________________________________________

Signature: _____________________________________ Date: __________

*ANY EXCEPTIONS SHALL BE LISTED BELOW AND REFERENCE ABOVE DOCUMENT NUMBER. FAILURE TO COMPLY MAY RESULT IN SUBMITTED BIDS TO BE ELIMINATED.

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INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder’s responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.

2. **DEFINITIONS:**
   - **THE COUNTY:** Is the County of Wake, North Carolina and its agencies.
   - **OFFEROR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.

3. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the Terms and Conditions. The County objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder’s response. DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS. By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

4. **EXECUTION:** Failure to sign the bid response will render bid invalid.

5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) Terms and Conditions, and (4) Instructions to Bidders.

6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder’s offer shall be valid for 60 days from the date of bid opening. Preference may be given to bids allowing not less than 60 days for consideration and acceptance.

7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefor. Deviations shall be explained in detail. The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this County to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of the purchasers those products or packaging they offer which have recycled content and that are recyclable.

11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from Wake County Procurement Services. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.

12. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If an extended price is obviously in error, the unit price will control.

13. **REFERENCES:** The County reserves the right to require a list of users of the exact item offered. The County may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.

14. **TAXES:**
   - **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
   - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

15. **AWARD OF CONTRACT:** The County will consider such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the County to be pertinent or peculiar to the purchase in question. Unless
otherwise specified by the County or the bidder, the County reserves the right to accept any item or group of items on a multi-item bid. In addition, Wake County reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quality, quality, delivery, service, geographical areas; other factors deemed by Wake County to be pertinent or peculiar to the purchase in question.

16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

17. **CONFIDENTIAL INFORMATION:** The County assumes no responsibility for confidentiality of information offered in a proposal. The RFB/RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the submittal, the information is to be clearly labeled as such. Proposals are not subject to public inspection until after the contract award. Wake County will share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation process. **Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection.** In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder’s expense. Written request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become the property of the County. Each individual sample must be labeled with the bidder’s name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.

19. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

**Additional Instructions**

In order to facilitate the analysis of responses to this RFB, proposers are required to prepare their bids proposals in accordance with the instructions outlined in this part and elsewhere in this RFB. Each bidder is required to submit its proposal in a sealed package.

Four (4) hard copies must be submitted containing the entire contents of your bid to the address shown below. Each submitted copy is required to be submitted in a 3 ring binder with tabs clearing marking sections. The bid page shall be individually tabbed. No alternative will be accepted.

**Mailing Address:**

Tom Wester  
Wake County Finance/Procurement Services  
Wake County Justice Center - 2nd Floor, Room 2900  
301 S. McDowell Street  
Raleigh, North Carolina 27601

The County must receive proposals BEFORE 3:00pm June 16, 2015. The proposer’s name, RFB number, and proposal closing time and date must be marked clearly on the proposal submission. The time of receipt shall be determined by the time clock in the Wake County Procurement Services office. Late proposals will not be accepted. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the proposer’s responsibility to: (1) ascertain that they have all required and necessary information, documents and addenda, prior to submitting a
response; (2) ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted.

Proposer Expenses
The County will not be responsible for any expenses incurred by any proposer in the development of a response to this Request for Bid or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended proposer even if the Board of Commissioners has formally accepted a recommendation.

Proposer’s Offer
The Proposer offers to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the software and services described herein and in any applicable related documents (e.g., Notification of Solicitation, Request for Information, Addenda, Contract, Bonds, insurance, Plans, etc.).

Interpretations, Discrepancies, and Omissions
Should any proposer find discrepancies, omissions or ambiguities in this RFB, the proposer must at once request in writing an interpretation. All questions submitted must be in writing. The deadline for submitting questions is June 5th, 2015. All questions will be answered to the extent possible in the form of addenda. All written requests for clarification should be addressed to the attention of Tom Wester.

Failure to request an interpretation will be considered evidence that the Proposer understands the provision of the RFP.

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect.

Award
Wake County reserves the right to award a contract, based on initial offers received from bidders, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer that such acceptance will be binding upon both parties. A proposing offer should therefore be based on the most favorable terms available from a price, business requirements and technical standpoint.

Non-disclosure of County Information
All data and information gathered by the proposer and its agents, including this RFB and all reports, recommendations, specifications, and data shall be treated by the bidder and its agents as confidential. The bidder and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

Retention of Proposer Material
The County reserves the right to retain all proposals regardless of which response is selected. No proposals will be returned to proposer.
General Terms and Conditions for Goods and Services

1. Default and Performance: In the event any equipment, software, or service furnished by the contractor in the performance of any contract awarded by the county should fail to conform to the contract specifications, the County may cancel and procure the articles or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby. The County reserves the right to require performance bond or other acceptable alternative guarantees from the Contractor without expense to the County, if so indicated in the bid. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

2. Governmental Restrictions: In the event any governmental restrictions are imposed that necessitate alteration of the material, quality, workmanship, or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify the County in writing, at once, indicating the specific regulation that required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

3. Availability of Funds: Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement. If funds to effect such payment are not available, the Contractor agrees to take back any affected equipment and products furnished under this contract, terminate any services supplied to the County under this contract, and relieve the County of any further obligation thereof.

4. Taxes: The County of Wake is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the contractor or on any taxes levied on employee wages. Applicable State or local sales taxes shall be invoiced as a separate item.

5. Situs: The place of this contract or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined.

6. Governing Laws: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

7. Inspection at Contractor’s Site: The County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

8. Payment Terms: Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment terms for services are due and payable the month following the month for which charges accrue, or in accordance with the contract payment schedule. The using agency is responsible for all payments under the contract.

9. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements.

10. Condition and Packaging: Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

11. Standards: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector, which customarily requires identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers’ Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

12. General Indemnity: The contractor shall hold and save the County of Wake, 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 this 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 Contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the Contractor.

13. Advertising/Press Release: The contractor shall not publicly disseminate any information concerning the contract without prior written approval from the County of Wake or its agent.

14. Patent, Copyright, and Trade Secret Protection:
a. No deliverable(s) produced, in whole or in part, under this contract, shall be the subject of an application for copyright or patent by or on behalf of the Contractor, its employees, agents, officers, assigns, or subcontractor(s). The Contractor, at its own expense, shall defend any action brought against the County to the extent that such action is based upon a claim that the equipment or software supplied by the Contractor, or the operation of such equipment pursuant to a current version of Contractor-supplied operating software, infringes a United States patent, or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the County in any such action. Such defense and payment shall be conditioned on the following:
   1) That the Contractor shall be notified within a reasonable time in writing by the County of any such claim; and,
   2) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the County shall have the option to participate in such action at its own expense.

b. Should the machines, or software, or the operation thereof become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent, copyright, or a trade secret, the County shall permit the Contractor, at its option and expense, either to procure for the County the right to continue using the equipment or software, or to replace or modify the same so that they become noninfringing and continue to meet bid specifications. If neither of these options can reasonably be taken, or if the use of such equipment or software by the County shall be prevented by injunction, the Contractor agrees to take back such equipment or software, and refund any sums the County has paid Contractor less any reasonable amount for use or damage and make every reasonable effort to assist the County in procuring substitute equipment or software. If, in the sole opinion of the County, the return of such infringing equipment or software makes the retention of other items of equipment or software acquired from the Contractor under this contract impractical, the County shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such equipment or software and refund any sums the County has paid Contractor less any reasonable amount for use or damage.

15. **Access to Persons and Records:** Pursuant to N.C. General Statutes, and Federal law, the County Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of Wake County Government pursuant to the performance of this contract or to costs charged to this contract. The Contractor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this contract.

16. **Assignment:** No assignment of the contractor's obligations or right to receive payment hereunder shall be permitted. However, upon written request and approval by the issuing purchasing authority, the Agency may:
   a. Forward the contractor's payment check(s) directly to any person or entity designated by the contractor, or
   b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

17. **Termination for Convenience (Service and Indefinite Quantity Contracts Only):** The County may terminate this contract, in whole or in part, by giving 30 days prior notice in writing to the Contractor. Such notice of cancellation, as required herein, shall be transmitted via US Mail, email or fax, with receipt confirmed. The 30 days notice for termination shall begin on the day the receipt is confirmed.

18. **Limitation of Liability:**
   a. Where equipment is under the County's exclusive management and control, the Contractor shall not be liable for any damages caused by the county's failure to fulfill any County responsibilities of assuring the proper use, management and supervision of the equipment and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the County's intended use.
   b. The liability amount may be adjusted by the issuing agency based upon a documented total risk assessment, but in no event shall the liability for damages be less than the total value of the contract. The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the Paragraph entitled "Patent, Copyright, and Trade Secret Protection", to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by Contractor's negligence or willful or wanton conduct. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this contract.
19. Contractor's Liability for Injury to Persons or Damage to Property:
   
a. The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the County, employees of the County, persons designated by the County for training, or any other person(s) other than agents or employees of the Contractor, designated by the County for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the equipment either at the Contractor's site or at the County's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.

b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Contractor's equipment.

20. Changes: This order or contract is awarded subject to shipment of quantities, qualities, and prices indicated by the order or contract, and all conditions and instructions of the order and the contract or proposal on which it is based. Any changes made to this order or contract proposed by the contractor is hereby rejected unless accepted in writing by the County. The County shall not be responsible for goods or services delivered without a written purchase order or authorization from the applicable County purchasing authority.

Where the County requests a change, the contractor may submit a request for contract adjustment, which shall be in the form of a complete change proposal fully supported by factual information and shall separately identify all increases and all decreases in costs. The request shall be submitted by a senior official authorized to bind the Contractor in a signed writing.

21. Price Adjustments (Term Contracts Only): Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the Contractor to other customers.
   
a. Notification: Must be given to the issuing purchasing authority, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.

b. Decreases: Shall receive full proportionate benefit immediately at any time during the contract period.

c. Increases: All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the county reserving the right to accept or reject the increase, or cancel the contract. Such action by the county shall occur not later than 15 days after the receipt of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

d. Invoices: It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

22. Transportation: Transportation of goods shall be FOB Destination. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the County.

23. Signature Warranty: Each individual signing warrants that he or she is duly authorized by the Party to sign this contract and bind the Party to the terms and conditions of this contract.

24. Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

25. Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.