

**Request for Proposals  
# 5220**

***ENTERPRISE ASSET  
MANAGEMENT  
SOFTWARE***

Proposals are due by  
May 5<sup>th</sup>, 2016

# NOTICE TO BIDDERS

The County of Orange proposes to purchase the following:

## ***ENTERPRISE ASSET MANAGEMENT SOFTWARE***

Pursuant to the General Statutes of North Carolina, Chapter N.C.G.S. 143-129.8, Orange County will receive sealed proposals until 5pm on May 5<sup>th</sup> of 2016, in the office of the Purchasing Agent, 200 S. Cameron Street, Hillsborough, North Carolina 27278.

Specifications are available at the above address Monday through Friday, 8:00 A.M. to 5:00 P.M. or, by phoning 919-245-2651 or on the County website at <http://www.co.orange.nc.us/purchasing/bids.asp>.

The Orange County Board of Commissioners reserves the right to reject any and or all proposals and to accept the best overall proposal.

DAVID E CANNELL  
PURCHASING AGENT

# REQUEST FOR PROPOSALS

## *ENTERPRISE ASSET MANAGEMENT SOFTWARE*

The Orange County, NC department of Asset Management Services (“AMS”) is evaluating new Facilities maintenance software to satisfy its need in the areas of:

- Facilities management
  - Asset management
  - Work order lifecycle management
  - Preventive maintenance management
  - Parts & inventory tracking
- This RFP is being issued pursuant to N.C.G.S. 143-129.8 Purchase of Information Technology Goods and Services. A copy of this general statute can be found here: <http://orangecountync.gov/purchasing/143.129.8.asp>
  - HB786 imposes E-Verify requirements on contractors who enter into certain contracts with state agencies and local governments. The legislation specifically prohibits governmental units from entering into certain contracts “unless the contractor and the contractor’s subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes.” (Article 2 of Chapter 64 establishes North Carolina’s E-Verify requirements for private employers). It is important to note that the verification requirement applies to subcontractors as well as contractors. The new laws specifically prohibit governmental units from entering into contracts with contractors who have not (or their subs have not) complied with E-Verify requirements. **Complete the E-Verify affidavit**, and include it with your submittal. Electronic version is acceptable.
  - Proposal response instructions are contained in **Sections 4, 8, and 9** of the *Request for Proposals* (RFP) document.  
The proposal should include all costs associated with training, implementation, hardware specifications, interface estimates, file conversion assistance, custom modification estimates, annual maintenance, and support.
  - Direct **Questions** related to this RFP to **David Cannell, Purchasing Agent**, by e-mail at [Dcannell@orangecountync.gov](mailto:Dcannell@orangecountync.gov) no later than April 26<sup>th</sup>, 2016.
  - Please **submit** your proposal by 5pm of May 5<sup>th</sup>, 2016– electronically and in hard copy. Detailed instructions are provided in **Section 9**.

Thank you for your participation. We look forward to reviewing your proposal.

Sincerely,

**David Cannell**  
*Purchasing Agent*

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# 1. PROJECT OBJECTIVES AND BACKGROUND

## OVERVIEW

The Orange County, NC department of Asset Management Services (“AMS”) is seeking proposals from qualified firms for software and implementation services for migrating and enhancing the existing iMaint System including processes and data, to a robust software platform that takes advantage of current technologies in order to support storage, workflow, access and integration. The new system is referred to in this document as the Enterprise Asset Management Software (EAM).

Asset Management Services (AMS) is responsible for the development, operations, maintenance and optimization of Orange County facilities and vehicles. AMS is made up of three main divisions and one program: Facility Maintenance, Custodial Services, Fleet Maintenance, and the Sustainability Program.

The Facility Maintenance division, of AMS, (AMS-FM) maintains all County buildings and facilities in a safe, comfortable, and presentable condition, balancing the various needs of departments, the public, and preventive maintenance, including:

- Facilities maintenance for all County-owned and leased properties, including carpentry, electrical, heating/ventilation/air conditioning (HVAC), painting, plumbing, and other trade skills
- Departmental moves, deliveries, pest control, and alarm servicing
- Inclement weather services for County buildings and parking lots

AMS-FM records and tracks the services rendered through the use of DPSI’s iMaint software.

The system will provide a central portal through which:

- All external users to the AMS department can:
  - Request/report services needs at a county facility
  - Check on status of past and present requests.
- All internal user to AMS:
  - Manage the work order lifecycle from request entry to completion phase.
  - Update/add information about work performed on a particular request while out in the field.
  - Maintain a schedule for preventive maintenance on assets.
  - Maintain specs on assets (buildings, HVAC, mechanical equipment).
  - Maintain information on contractors that AMS works with or has purchased equipment from.

This Request for Proposals includes the purchase, installation, integration, training, project management and implementation of the system. AMS expects a solution that will be completed within 3 months of the contract date.

Fleet maintenance and management for vehicles and other “rolling” assets are not in the scope of this project, but we would like to know if your product has fleet maintenance as a module or functionality.

## ***PROJECT OBJECTIVES***

The overall objective of the project is to review, select and implement a software platform that enables the AMS department to:

- Improve request entry process for all external users of AMS.
- Improve management of work order lifecycle.
- Reduce manual processes and increase productivity.
- Reduce paper and paper-oriented processes
- Improve integration between applications and other systems
- Take advantage of newer technology, especially mobile technology.

## SYSTEM FUNCTIONALITY REQUIREMENTS

### **Enterprise Asset Management System**

- Paperless system with customizable modules.
- Web based Client Portal:
  - Access to request service(s).
  - Access to review previous (closed and open) requests.
  - Liaison specific features to access department based reports and requests.
- Web Based Work Order Lifecycle management:
  - Manage work order(s) from the request phase to post completion.
  - Ability to assign request(s) to at least one field tech.
  - Ability to attach parts used to complete a work order.
  - Ability to assign a category, priority, status and due date to a work order.
- Ad hoc Report Writing
  - Standard pre-built reports specific to each set of users.
  - Ability to create ad-hoc reports.
- Mobile Field Computing
  - Access work orders from mobile devices (smartphones and tablets)
  - Update work orders from mobile devices (smartphones and tablets)
  - Take and attach pictures to work orders.
  - Change status of work order.
- Preventive Maintenance (PM)
  - Store information (add & update) on assets.
  - Store information (add & update) on PM schedule(s) for each assets.
  - Store information (add & update) on parts needed to successfully complete each PM for each asset.
  - Checklist for completing PM on each asset.
- Attach pictures to request, work order and PM schedules.
- Communication Module:
  - Create custom communication messages that can be sent to any stakeholder/user.
  - Ability to setup standard messages that can be configured to be sent automatically at set intervals in the lifecycle.

### ***Key Integration/Interfaces***

- Microsoft Office:
  - Outlook
  - Word
  - Excel
- Adobe PDF
- Accounting software:
  - Munis
- Web browsers:
  - Internet Explorer
  - Mozilla Firefox
  - Google Chrome
  - iOS Safari
- Reporting:
  - Visual Cut
- Parts:
  - Walker
- Mobile Computing (smartphones/tablets)
  - Speech-to-text
- Microsoft Active Directory

## GUIDING PRINCIPLES

The proposed solution should support the following high-level objectives.

- Support core values of facility service and support by providing a simple process for requesting service, streamlined management of work order lifecycle and real time updating work performed.
- Provide clear and timely information regarding preventive maintenance of assets.
- Provide clear and timely information for gathering and information dissemination of work order status to both external and internal stakeholders.
- Provide a streamlined processing environment with all tasks integrated into the system.
- Ensure no disconnect in the definition and use of overlapping data items.
- Acquire customer data from data entered during normal business processes with no re-entry of common data.
- Identify technology integration to support streamlined and efficient request entry, work order lifecycle management, process and data integrity, process monitoring and milestones.
- Support web-based modules for internal and external stakeholders.
- Enable the use of mobile technology for staff to access and update data.
- Support a strong data sharing platform for integration with other systems in key internal departments, such as Finance and IT as well as 3<sup>rd</sup> party systems like Walker and HVAC systems.
- Support timely and automated internal and external stakeholder communication.
- Promote use and evaluation of metrics.
- Consider available staff resources, knowledgebase and efficient application of area expertise.
- Simplify collection, reporting and reconciliation of parts used for a work order.
- Support non-loss migration of existing data and dependencies to any new data storage format or technology.
- Provide supporting infrastructure which complies with Information Technologies policy and procedures pertaining to licensing, support, technical platform and security.

## COUNTY BACKGROUND

Orange County is located in the North Carolina piedmont between The Research Triangle Park and the Triad cities of Greensboro, Winston-Salem and High Point. It is in the top quarter of North Carolina counties based on population, with over 135,000 citizens and an estimated ten-year growth rate of over 15%, and a mid-range land size of approximately 400 square miles. There are three incorporated municipalities located primarily in the County: Hillsborough, which is the County seat, the Town of Chapel Hill, which is the home of the University of North Carolina, and Carrboro. Parts of the City of Mebane and the City of Durham are also located in Orange County.

For more information about Orange County, please visit the County website at [www.orangecountync.gov](http://www.orangecountync.gov)

## REVIEW TEAM

The AMS department along with county has assembled a team consisting of to manage the requirements definition, product evaluation and purchase of the software solution that represents all business processes related to the facilities management function.

The Information Technologies (IT) department is coordinating this team and providing County-side project management representing the executive stakeholders, which represent the end user departments involved.

## PROJECT STAKEHOLDERS

The following are the stakeholders:

- *OC Citizens*  
OC citizens use the county facilities and thus the county is responsible for ensuring the upkeep of the facilities.
- *OC Staff*  
OC staff uses the county facilities to carry out their day-to-day job duties. Their facility use spans from office space to meeting spaces.
- *AMS*  
AMS is the department responsible for the upkeep and maintenance of the facilities and the assets that keep the facilities operational.
- *IT*  
IT is responsible for ensuring that the technology used by AMS in supporting the facility maintenance is operational and available for use.
- *Walker parts*  
Walker is the 3<sup>rd</sup> party vendor that supplies parts to the AMS-FM field techs for completing work orders.
- *Finance*  
AMS department enters purchase order and parts order information into the county financial system.

## CURRENT ENVIRONMENT

### ❖ Users

#### 1. External User:

This group includes staff that requests and receives services from the AMS-FM division. It also includes 3<sup>rd</sup> party vendors that work with AMS-FM on contractual basis.

##### ○ County staff: *Direct interaction*

The Orange County staff group is the primary users of county facilities. They use the facilities to perform their day-to-day tasks and to provide service the citizens of Orange County as well to internal departments based on the department function.

The County staff has the ability to contact AMS-FM directly or go thru their designated department liaisons to request services.

##### ▪ County department(s) liaison:

Each department within the County has a designated staff that acts as the point of contact between the department and AMS. They are responsible for requesting services or at a minimum be aware of the request being made to AMS-FM for their departments.

##### ○ IT: *Indirect interaction*

The IT department is responsible for ensuring that all the technology (computers, data center, and internet) required to run the software application, is operational.

##### ○ 3<sup>rd</sup> Party Vendors / Software: *No interaction or access*

These are the vendors that AMS-FM contracts jobs to ensure the county facilities are maintained. As well as software that provides data imports or takes data exports from the software platform.

#### 2. Internal User:

These are users/staff members that work in the AMS department that will either directly or indirectly interact with the facilities management process. Here is a more detailed breakdown:

##### a. Facilities Management Division (AMS-FM): *Direct interaction*

##### i. Support Staff:

The Support Staff is responsible for supporting the facility maintenance process by working with the external stakeholders and coordinating with the internal stakeholders.

##### ii. Field Tech:

The field staff is responsible for performing the maintenance tasks to address the issue in a client request.

b. Custodial Services Division: *Indirect interaction*

The staff is responsible for maintaining County buildings and facilities at a consistently high standard; providing a comfortable, clean, safe, and healthy environment for County employees and the public

c. Fleet Maintenance Division: *Indirect interaction*

The Fleet Maintenance division maintains the entire County fleet of over 300 vehicles and 100 pieces of equipment; ensuring they are safe, efficient and reliable.

## ❖ Business Process

### Work Order

#### Orange County Staff (OC Staff)

There are four identified methods of how the OC staff uses to request services or report issues for county facilities:

1. Call the designated AMS-FM number and to talk to an AMS-FM support personnel.
2. Contact their department liaison and have the liaison contact AMS-FM support personnel.
3. Access the online iMaint client portal and submit a completed form electronically.
4. Visit the AMS department front desk and talk to an AMS-FM support personnel.

Once the OC staff submits a request for facility services, the request is put into a que for further processing by an AMS-FM support staff.

#### AMS-FM:

The AMS-FM support personnel check the request queue on a consistent basis to process any new requests.

The AMS-FM support personnel open's the request from the queue, reviews the information provided in the request. The requesting client is contacted if the request needs more information to be processed into a work order. Once all the information is complete, the request is assigned a unique work order number, given a due date and assigned to an AMS-FM field tech. The AMS-FM field tech is notified of the work order being assigned. Once the AMS-FM tech starts working on the work order, they log their time and comments on worked performed on a paper log. Until the work order is complete, the AMS-FM field tech verbally updates the AMS-FM support staff, who in turn updates the software application. The AMS-FM field tech acquires the parts required for the work order thru a 3<sup>rd</sup> party vendor that resides on the county campus.

The paper log is turned into the AMS-FM support staff once the work on a work order is completed. The time spent working on the work order and the latest comments are updated in the software application. Once the updates are complete, the work order is closed and an email notification is sent to the requestor.

## **Preventive Maintenance (PM):**

### **AMS-FM:**

The PM on each of the assets is maintained in the current software system. Once the PM of a particular asset comes due, the AMS-FM support staff is notified.

The AMS-FM support staff creates a work order that is then assigned to the appropriate AMS-FM field tech.

The AMS-FM field tech is notified of the work order being assigned. Once the AMS-FM tech starts working on the work order, they log their time and comments on work performed on a paper log. Until the work order is complete, the AMS-FM field tech verbally updates the AMS-FM support staff, who in turn updates the software application. The AMS-FM field tech acquires the parts required for the work order thru a 3<sup>rd</sup> party vendor that resides on the county campus.

The paper log is turned into the AMS-FM support staff once the work on a work order is completed. The time spent working on the work order and the latest comments are updated in the software application.

## Activities

The following are activities that are currently supported either by the iMaint application and/or manual interface/processes. At a minimum, these activities must be supported.

1. *Online Request Entry Tool:*
  - a. Available via a web portal on the intranet to all OC staff.
  - b. Capture reporting user information.
  - c. Capture what service is requested.
  - d. Capture at which facility the service is requested.
  - e. Request status query tool for external users.
  - f. Ad-hoc reporting for external users.
2. AMS-FM internal user interface:
  - a. Holding incoming requests in a que to be processed.
  - b. Notifying AMS-FM support staff when requests are added to the que. Escalate requests based on priority.
  - c. Assign a unique work order number to the requests.
  - d. Categorize work orders and assign a due date.
  - e. Assign requests to one or more AMS-FM field staff.
  - f. Notify AMS-FM field staff (cc field supervisor) that a work order is being assigned to them.
  - g. Add time and comments on what work was performed and by whom (AMS-FM staff and/or contractor).
  - h. Record parts used to complete work order.
  - i. Update clients on the status of work order at pre-defined intervals.
  - j. Calculate total time spent by AMS-FM field staff on the work order.
  - k. Reporting tools with out-of-the box reports and the ability to create ad-hoc reports.
3. Preventive Maintenance:
  - a. Hold information (make, model, vendor, warranty, install date, last service date) on the HVAC assets.
  - b. Hold preventive maintenance schedule.
  - c. Hold parts required to perform preventive maintenance.
4. Data import/export:
  - a. Import data from the flat file created by Walker application regarding parts used for each work order.

## System to be replaced

The current EAM system in place is iMaint by DPSI technologies. The table in Section 6 “Conversions” addresses the data to be converted.

- *Application server:* SQLServer 2008R2 Standard
- *Database server:* SQLServer 2008R2 Standard
- *Web server:* SQLServer 2003

The county has implemented two modules of the software package:

1. *iMaint Web Client Portal:*

This is the module that enables the OC staff to request facilities services. The online module is a form that contains drop downs with pre-determined information for staff to select from. The data from the form, once completed, is put into a que for the AMS staff to review and process. The form does not have any error checking but does have required fields.

2. *iMaint Desktop Client*

This is the module used by the AMS staff to:

- Monitor and manage the work order lifecycle.
- Maintain information on the parts used and the cost.
- Work with the Preventive Maintenance scheduling.
- Maintain assets information.

## Software Systems for Integration

AMS recognizes that there is not one software system that meets all of the needs and requirements. In supporting the technology needs of the specific departments, AMS aims to procure software solution that provides an integrated view of related systems. The EAM must interface with current County software systems as part of an integrated solution. Preference will be given to vendors with a solution that integrates well with the County’s IT and Revenue systems. Refer to Section 7 for RFP response requirements for integration/interface points.

### *MUNIS*

Orange County’s financial system is MUNIS by Tyler Technologies with an internal SQL Server database. MUNIS is used to reconcile all payments collected, credited, and returned for the entire County. The EAM must initially maintain the flat file report generation process that is currently in place and expected by the Finance Department. However, the proposal should include details of how the product would be able to interface with MUNIS for direct SQL-to-SQL update and indicate the level of integration available, either as standard functionality, API, scripting, etc., and whether it would be available in real-time or batch.

*Walker (Parts)*

AMS works with Walker to supply parts needed to service the facilities. The vendor records the parts used on a work order and tags each item with the work order number. At the end of each business day, a flat file is created by the vendor application containing the items used per work order and the cost. The file is then imported into the current iMaint application and applied against each work order. The EAM must have the ability to parse and import the parts information from the flat file and apply the data to the respective work orders.

*Visual Cut*

AMS works with a third party reporting tool to mine the data out of the current software and put in a report format to be consumed by a wide range of users, including but not limited to management, OC staff and AMS staff.

*E-Mail and Calendaring*

The County’s email and calendaring platform is Microsoft Exchange with Microsoft Outlook client access, and the EAM must interface with Outlook for messaging and scheduling.

*Active Directory*

The County uses MS Active Directory (AD) to authenticate and authorize users for access to the network. The EAM should be AD-integrated in order to eliminate the need for County users to have a separate password and authentication.

**Data Import/Export**

There is only one import process that takes place with the current system. The process entails receiving a flat file from the parts vendors, Walker, listing all the parts that were used for requests. The file is received every night of the week except Sunday. The file contains:

- Part number
- Part name
- Request number for what the part was used for
- Name of the AMS-FM field tech that ordered the part.
- Date and time of when the part was handed to the AMS-FM field tech.

The following is a chart of the current import/export processes. Refer also to Section 7 for RFP response requirements for integration/interface points.

Interface Name	One-Way or Two Way	Frequency	Description
Walker	One Way – Import	Nightly	Daily import of parts used by the AMS-FM field staff for work order(s). The flat file contains work order number and the parts used for that particular work order along with the cost.

## Functionality to be automated

### *Capturing of user and services requested information*

AMS seeks to ensure a clean and simple portal for the OC staff requesting services. This will ensure a consistent and standardized method for the OC staff to request services, while all the necessary information is captured and collected at the point of request initiation. Preventing unnecessary delays caused by AMS-FM staff having to contact the requesting client for incomplete or missing key information.

The proposed system will be reviewed in terms of integrating with AD and capturing user, location and request information to pre-populate the online request submission form.

### *Taking and attaching pictures to requests and work orders*

AMS seeks to ensure that the staff requesting services and the AMS-FM staff working on a work order have the capability of capturing the most information for not only accurate information but also from a historical data capture perspective.

The proposed system will be reviewed in terms of integrating and saving pictorial documents to a request or work order.

### *Communication to requestor*

AMS seeks to ensure that the requestor is updated as to the status of their work order on a consistent and regular interval.

The proposed system will be reviewed in terms of setting up automated communication at predetermined intervals with customizable communication templates and workflows.

### *Field Access for AMS-FM Field Supervisors and Techs*

AMS seeks to take advantage of current technology trends and expectations to provide the capability of accessing, reviewing, and updating of work orders in the field. Access to HVAC and other asset information saved on the new software will help further streamline AMS-FM business processes.

The proposed system will be reviewed in terms of integration with mobile devices, both iOS and Android.

### *Requests for Preventive Maintenance*

AMS seeks to take ensure that protocol and guidelines are met with preventive maintenance on assets.

The proposed system will be reviewed in terms of setting up a preventive maintenance schedule for each of the identified asset along with information about the asset and parts that are required to successfully complete the preventive maintenance.

## TECHNICAL INFRASTRUCTURE/ENVIRONMENT

The County seeks to procure the best system to meet the stated business needs and requirements according to defined infrastructure and technology standards and policies. The intent of IT policies is to:

- Provide a stable and reliable computing environment in which Orange County departments can efficiently serve the public
- Ensure public data is protected and managed efficiently to reduce maintenance costs in supporting the computing environment

The County will evaluate and consider premise-based, vendor-hosted or Software-as-a-Service cloud-based solutions. Premise-based solutions should fit into the environment described below, with justification provided for any deviation. Vendors providing a cloud-based solution are required to complete the **Cloud Service Questionnaire** (Appendix K) as well as provide proof of **Cyber Liability insurance**.

Orange 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 vendor must identify any areas of the response where County's current infrastructure would not support the proposed system.

### Server Operating System

The County standard is currently Windows 2008 Server R2 running on a Citrix XenServer virtual server platform. The current iMaint system is running on:

- *Application server:* SQLServer 2008R2 Standard
- *Database server:* SQLServer 2008R2 Standard
- *Web server:* SQLServer 2003

### Database

The considered products must be developed based on an integrated relational database using Microsoft SQL, specifically SQL 2008 R2 with consideration for SQL 2012 in the future. A published database schema must be provided to allow integration and reporting by County staff, as well as to meet established State documentation requirements as outlined in the "Sunshine Law" (reference <http://www.ncdoj.gov/getdoc/ef04d580-eee7-4cfe-b2ec-06c26a6f95b9/AG-open-government-booklet-4-8-08.aspx> and <http://www.ncdcr.gov/archives/ForGovernment.aspx>).

### Client Operating System

Currently, Orange County supports over 1200 PCs, and is using Windows 7 on all desktops both physical and virtual. Please note if the proposed solution will run in a Citrix XenApp environment, i.e., served virtually via a Windows Sever 2008 R2 64 bit hosted desktop solution.

### Network

- An enterprise network that links 38 County facilities
- 90+ network servers

- 100+ network switches
- 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 2 Mb cable modem connections.
- Virtual Private Network (VPN) for employees and business partners.
- 62 Public Wireless Access Points supporting 802.11g wireless.

## Mobile Computer and BYOD

Each of the AMS-FM field tech staff is assigned a county owned (android) smartphone. We are interested in real time mobile, phone and tablet, applications as well as asynchronous applications due to limited or no wireless access in certain extended rural areas of the County.

## Document Management

The County does not currently have an enterprise document management solution in place. SharePoint is being evaluated, and there are document storage and indexing products in use, including Laserfiche.

## Reporting Tools

Standard reporting tools, such as Crystal and SQL Reporting Services should be supported. The department is also using a 3<sup>rd</sup> party reporting tool called Visual Cut.

The EAM must provide the ability to integrate SQL Server Reporting Services (SSRS) into the application for documents and statistical reporting needs.

## Commercial Off-the-Shelf (COTS) Software

Although the County currently supports numerous purchased commercial products and custom-developed applications, a product that implements the majority of the stated business requirements with minimal customizations is expected. The County will not consider a fully-customized solution. The implementation recommendation should include areas of possible changes to current functional processes in order to take advantage of COTS-level system functionality based on industry standards.

Vendors who demonstrate currently-available products with capabilities that meet the requirements will be given preference to those proposing to develop custom software in the solution, or modules that are proposed for future deployment. The County intends to implement a minimum amount of customizations in the software. Any requirement met by a customization to the proposed system must be accompanied with the cost for the stated customization.

The County strongly prefers a product that can demonstrate that the majority of routine changes can be completed by the business users rather than requiring technical staff assistance or coding changes. The proposed system should also be easily extendable to additional processes and groups within the County or municipalities interfacing with the County.

## 2. PROCESS AND SCHEDULE

The process is for Orange County to review the proposals, evaluate the vendor solutions, and finalize a project scope of work. Using subsequent interviews, additional demonstrations, reference checks, and/or site visits, Orange County will then make a final decision.

The following is the current targeted timeline:

<b>Selection Process Step</b>	<b>Target Date(s)</b>
<b>Release and issuance of the Request for proposal (RFP)</b>	April 18 <sup>th</sup> , 2016
<b>Submission of questions (email)</b>	April 26 <sup>th</sup> , 2016
<b>Date for answering questions (email)</b>	April 28 <sup>th</sup> , 2016
<b>Proposal due</b>	May 5 <sup>th</sup> , 2016
<b>Proposal evaluations</b>	May
<b>Demonstrations</b>	May/June
<b>Begin Contract Negotiations Process</b>	June/July

## 3. EVALUATION CRITERIA

### Evaluation Criteria

The County reserves the right to select the Vendor which best meets the overall needs of Orange County, based primarily on the following criteria (not listed in any order of importance):

- The overall capability to provide the required software features and capabilities
- The flexibility of the application software, including the availability of tools to allow the novice user to “drill down and across” and perform Ad Hoc analysis and reporting
- The amount of Vendor support that will be available for installation, conversion, training, ongoing modifications, and software support
- The total costs of the solution over a ten-year period, including direct and indirect costs
- The Vendor's performance record to date in meeting the requirements of their existing customers, including the availability of users similar to the County to allow reference investigation
- The expandability of the proposed solution, including the ease of upgrading the proposed solution by adding components to accommodate future needs
- Adherence to the requested Information specifications, thoroughness of the Proposal, as well as the overall format of the presentation
- The financial stability, longevity, and strength of the Vendor
- Corporate direction (potential organizational/industry restructurings, mergers, acquisitions, etc.)
- Future technology direction (major changes in architecture, database, platforms, languages, etc.)
- The internal controls provided within the solution which prevent unauthorized access to data and provide adequate audit trails
- The capability to perform required conversions of existing data files
- The seamless integration of the various system modules and ability to meet the interface/integration requirements noted in this RFP
- Ease and intuitive use of software interface (for both internal staff and Web customers)
- Availability and ease of use of mobile and online applications

## 4. SPECIFIC RESPONSE REQUIREMENTS

### Specific Response Requirements

Include the following items in the order listed below (and indexed in the same manner) in your response to this Request for Proposal (RFP).

During the needs assessment phase of the project, key issues were discussed regarding alternate information management solutions. Following is a list of specific concerns of the County. Please respond to each issue in detail regarding how the proposed solution will satisfy each concern.

#### ***PROGRAMMING LANGUAGES***

Please provide information on all programming languages used for each required application.

#### ***OPERATING SYSTEMS***

Please provide a description of the server and desktop operating systems used by your products.

#### ***DATABASE***

The County expects the information system to be based on a very stable and flexible relational database standard. The County prefers MS SQL. Please briefly describe the relational database platforms available in the use of your products.

#### ***USER INTERFACE CONFIGURATIONS***

The County desires to move forward with advancing technologies and therefore prefers a thin-client architecture or browser user interface (BUI). Screen-scraping technology configurations will not be considered. Please describe your client architecture.

#### ***REPORTING CAPABILITIES***

Please provide information on overall system/solution reporting capabilities (e.g., canned reports, Ad Hoc reporting, executive dashboard, etc.).

#### ***WARRANTY AND ANNUAL MAINTENANCE***

Please provide information on when the warranty for the product will begin and end.

Please provide details cost for Annual Maintenance for:

- Years 1 thru 5
- Years 6 thru 10

## DOCUMENT MANAGEMENT CAPABILITIES

Please provide information on your document management capabilities and options, including integration to third-party EDMS solutions. Please provide information on all EDMS solutions with which your product can interface.

## SHAREPOINT INTEGRATION/FUNCTIONALITY

Please provide information regarding any integration, functionality or direction that your company has or is pursuing related to SharePoint.

## WORKFLOW CAPABILITIES

Please provide information on your solution's workflow capabilities. Describe the integration level with all systems. If you have no workflow capabilities, please indicate.

## APPLICATION SECURITY

Please describe application and user security features/capabilities. Indicate any special security features (e.g., user security, function security, file security, field level security, etc.) provided by the software.

## APPLICATION SOFTWARE

Please complete the Feature/Function Specifications Listing contained in the electronic file provided with the **RFP Section 8 (Appendix A)**.

The proposed software should demonstrate an online, integrated method of processing the noted application modules and allow for immediate update of all information. Access to information in either summary or detail should be obtained easily and intuitively with minimal manual entry.

For each application software module proposed, indicate whether your organization developed the module, or if the module is available as a result of a third-party relationship that has been established with another vendor.

In addition to the required and optional software information requested in **Section 8**, provide general information on other application modules not requested in this RFP that may be of interest or benefit to the County.

## SOFTWARE CUSTOMIZATION AND ENHANCEMENTS

Please provide information regarding the capability to provide the County with software customizations, including all applicable rates. In addition, include information on periodic system enhancements and updates.

## LICENSING MODEL

Please describe your licensing models (e.g., concurrent user, named user, revenue, transaction volumes, etc.) and provide examples.

## HARDWARE REQUIREMENTS

Please provide all hardware specifications including servers, workstations, and other equipment. Include estimated costs (if applicable) in **Section 8 (Appendix G)**.

## INTEGRATION/INTERFACE CAPABILITIES

The County expects to expand its integration and interfaces with key systems. Please describe any current capabilities, partnerships, or future considerations for the following types of applications/systems that have been described in this RFP, including:

- EDMS
- Munis (financial system)
- Mobile devices

## COST CONSIDERATIONS

Initial one-time costs for hardware (if applicable), implementation, training, software, travel and related costs, etc., must be included with the price proposal. See electronic price proposal form **Section 8 (Appendices G and J)**.

Please describe when the warranty period ends and the maintenance costs come into effect.

Recurring annual costs should be described in the proposal, clearly stating what is included (e.g., application upgrades, state and/or federal reporting requirements, hours of support, etc.), **Section 8 (Appendices G and J)**. The County prefers unlimited telephone support. If 24/7 telephone support is available, price proposals should clearly indicate total recurring costs for that support option. If after-hours support is only available at an hourly rate, this should clearly be indicated.

The objective is to have **no hidden/unexpected costs**.

## MOBILE FIELD COMPUTING

Please describe your solution's mobile field computing options including full application access through wireless VPN connectivity (i.e., no vendor software required), mobile field application for use with laptops, or mobile field applications with use of tablets (e.g., iPads), or mobile field applications with use of smartphones (Android and/or iOS). Additionally, please provide information on your systems "store-and-go" type functionality, so if a user is out of cellular range, they can still work off-line and the system will auto-sync when a cellular connection is restored.

## IMPORT/EXPORT FUNCTIONALITY

Please explain and provide information if your system has user-friendly tools and/or wizards that will allow the County import mass data to populate data fields, as well as export data in a file format for another systems without having write a custom coded interface.

## TELEPHONE AND OTHER SUPPORT

Please describe all support services available from your company in **Section 8 (Appendix B)**. Specifically address the following issues:

- Normal hours of availability
- Website support information
- Online chat
- Remote system access capabilities
- Access via toll-free 800 number
- Costs
- Quality Assurance Program(s)
- Other support services
- Service-Level Agreements (SLA) – response time, escalation processes, and other metrics

## IMPLEMENTATION METHODOLOGY

- Please describe your implementation methodology, with milestones and timeframe. **Include a preliminary implementation schedule** for all applications, including the required time for system and application training, program testing, and conversion. Please include how you expect to sequence the installation of the various applications.
- Orange County anticipates electronic data conversions, depending on cost. Please include estimated range of costs for data conversions for each application, if available, and a description of data that would be typically converted.

## TRAINING AND EDUCATION

Please provide your consulting and training options, including classroom (on-site and off-site), online (group and self-paced), training videos, and manuals. Include training for all required staff and users.

## PROJECT MANAGEMENT

Orange County will provide a designated project manager and expects the Vendor to do the same. Please include recommended Vendor project management costs (**Section 8, Appendix G**) in the proposal and describe, in detail, services to be provided. The County reserves the right to accept or reject changes in Vendor project management personnel.

## CUSTOMER IMPLEMENTATION RESPONSIBILITIES

Please describe and/or provide a list of the typical customers' implementation responsibilities.

## SUBCONTRACTOR AND THIRD-PARTY RELATIONSHIPS

Please describe any subcontractor relationships and/or third-party providers that will be used for this implementation.

*Note: If a Vendor chooses to bring in and team with a third-party vendor/partner to address some requirements, this must be clearly stated in the response. Be specific when describing applications and the third-party vendor/partner solution provider. Third-party vendor/partners will be required to demonstrate their portion of the application solution along with all other required information being provided by the prime Vendor.*

## EXAMPLE USER AND TECHNICAL MANUALS

Please provide the following:

- Example Application User Manual
- Example Application User Online Documentation
- Example Technical User Manual
- Example Technical User Online Documentation
- Example Training Syllabus
- Example Section of a Detailed Implementation Project Schedule

## VENDOR/RESELLER INFORMATION

Please provide all information related to your company as requested in the RFP **Section 8 (Appendices)**. In addition, specifically address the following issues:

- Describe your research-and-development approach and process.
- If you are a Software Reseller/Partner, please provide the same company, customer demographics, and reference information for your specific company in addition to the software Vendor's information (see **Section 8, Appendices B, C, D, and E**).
- Technology direction
- Please describe short-, medium-, and long-term direction regarding major changes in architecture, database, platforms, languages, etc.

## CORPORATE STRUCTURE CHANGES

Please explain whether there are any known circumstances, such as major organizational restructuring, mergers, and/or acquisition plans/considerations that are under consideration.

## EXAMPLE CONTRACT

Please provide example/boilerplate contract(s) that will be used to negotiate the proposed solution.

## USER GROUPS

Provide information regarding organized user groups, including frequency and location of user group meetings. Also, indicate who conducts the meetings and who is responsible for establishing user group meeting agendas.

## REFERENCES AND USER BASE

Please provide references for a minimum of ten (10) completed projects of similar scope and nature to Orange County, preferably within the same region and within the last three (3) years.

A reference worksheet is provided in **Section 8 (Appendix E)**.

Please provide total number of customers (Software Provider and Reseller, if applicable) for the applications according to demographic request worksheet provided in **Section 8 (Appendix D)**.

Additionally, please provide an organization name list of all active customers within the state of North Carolina. Contact information is not necessary. Lastly, please provide the **number** of new customers (original go-lives) implementing the proposed applications in each of the last three (3) years.

## 5. VOLUMES AND USERS

The table below summarizes the estimated volumes of transactions associated with the application processing requirements.

### VOLUMES INFORMATION

#### Structural:

<b>Square ft managed</b>	approximately 750,000
<b>Buildings managed</b>	approximately 35

#### Users:

<b>AMS Staff Total:</b>	
<i>AMS-FM: Support Staff</i>	4
<i>AMS-FM: Support Staff Supervisor</i>	1
<i>AMS-FM: Field Supervisor</i>	1
<i>AMS-FM: Field Tech Leads</i>	1
<i>AMS-FM: Field Techs</i>	8
<b>Online web portal / OC Staff</b>	1100

*The Online web portal / OC Staff user represents the staff that will be the ones entering requests for facility services. Not all 1100 users will access the online web portal at the same time.*

#### Work Order(s):

<b>Total number of requests in last two years</b>	8995
<b>Number of requests that were completed</b>	8995
<b>Number of requests that were High Priority</b>	839
<b>Number of request that were not High Priority</b>	8156

**USER PROFILES**

<b>System Users</b>	<b>Quantity</b>
<b>Estimated Concurrent Users Max (per day)</b>	50
<b>Estimated Concurrent Users Avg. (per day)</b>	26
<b>Total user IDs (per day)</b>	76
<b>Mobile field users (included with total user ID's)</b>	16

*Table . User Profile Summary*

Department / Organization	Total # of Users	Online Webportal	Online Reporting	Communication	Service Request Entry	Work Order Lifecycle	Preventive Maintenance	Ad-hoc Reporting	# of Users Requiring Mobile Access
<b>OC Staff</b>	1100	1100 RW	1100R		1100 RW			1100 RW	
<b>AMS-FM Supervisor/Management</b>	4	4RW	4RW	4RW	4RW	4RW	4RW	4RW	4RW
<b>AMS-FM Support Staff</b>	4	4RW	4RW	4RW	4RW	4RW	4RW	4RW	4RW
<b>AMS-FM Field Tech</b>	8	8R	8R	8RW	8RW	8RW	8RW	8R	8RW
<b>TOTALS</b>	<b>1116</b>	<b>1108 RW 8R</b>	<b>8RW 1108R</b>	<b>16RW</b>	<b>1116 RW</b>	<b>16RW</b>	<b>16RW</b>	<b>1108 RW 8R</b>	<b>8RW 8RW</b>

Table. Estimated Initial System Users by Module and Type

**Legend:**

RW : Read/Write Access

R : Read-only Access

## 6. CONVERSIONS

The table below summarizes the estimated records and preliminary conversion requirements.

### CONVERSION INFORMATION

Information	Data Source	
	Records Quantity	Data Source
<b>Vendors</b>	280	iMaint
<b>Contacts</b>	590	iMaint
<b>Assets</b>	1275	iMaint
<b>Asset Attributes</b>	8	iMaint
<b>Asset Attributes Data</b>	1894	iMaint
<b>Asset Location</b>	112	iMaint
<b>Asset Parts</b>	4406	iMaint
<b>PM Schedule</b>	1105	iMaint
<b>Parts</b>	2786	iMaint
<b>Parts Class</b>	48	iMaint
<b>Parts Comments</b>	8187	iMaint
<b>Work Orders</b>	88484	iMaint
<b>Work Order Comments</b>	58716	iMaint
<b>Building</b>	88	iMaint
<b>Department</b>	69	iMaint

Table. Data Conversion Summary

## 7. INTEGRATIONS / INTERFACES

For all current systems integration, the response to the RFP should note:

- The vendor's background with integrating with the related system.
- Internal structures that affect how interfaces are developed and maintained.
- For current flat file exports, how the flat file and batch process would be maintained and automated to replicate the current process on the receiving end.
- How data exchange between systems can be accomplished in order to take advantage of SQL-to-SQL processing and real-time updates.
- Corresponding development and support/maintenance responsibilities for the interface junctions.

Interface / Integration	Description	Direction	System	Platform/ Database	Frequency	Initial Volume
<b>Microsoft Office:</b> - Word - Excel	Microsoft Office suite that will enable the user to export predefined/selected data. The data could be from a prebuilt report available thru the EAM platform.	Export	Microsoft	Microsoft	Daily	TBD
<b>Web browsers</b>	The different flavors of web browsers that are used by OC staff (including AMS staff) to interact with the EAM software	Bi-directional	- Internet Explorer - Firefox - Chrome - Safari	- Microsoft - Mozilla - Google - iOS	Daily	-35 new requests -Manage 40 work orders
<b>Walker Parts</b>	It is the 3 <sup>rd</sup> party vendor that supplies parts to the AMS-FM field techs for completing work orders.	Import	FTP for import	Flat file	Nightly	100 line items for parts used
<b>Visual Cut</b>	AMS works with a third party reporting tool to mine the data out of the current software and put in a report format to be consumed by a wide range of users, including but not limited to management, OC staff and AMS staff.	One way Data Read access	3 <sup>rd</sup> Party software	Visual Cut	Nightly	10 reports
<b>Email and Calendaring</b>	Current email exports are described in the Data Import/Export Section of this document. The EAM must provide interface for email, and scheduling must interface with Outlook.	Bi-directional	Microsoft Exchange w/ Outlook client access.	Microsoft	Real-time	100 emails
<b>Authentication</b>	AD is used to authenticate and authorize users for access to the network. The EAM should be AD-integrated.	N/A	MS Active Directory (AD)	Microsoft	Real-time	50 user ID's
<b>Speech-to-Text</b>	The use of built-in speech-to-text tools with smartphones and tablets.	One way	Varies	Varies	Real-time	varies

Table. Integration / Interface Summary

## 8. VENDOR ELECTRONIC RESPONSE FILE

The multi-tab Excel spreadsheet files and Word fillable form contain all appendices listed below. Appendices must be filled-in and submitted using these electronic forms, and must also be printed and included in your proposal.

### Orange County EAM RFP Appendix A.xls

**Appendix A** Feature/Function Worksheet Tabs

### Orange County EAM RFP Appendices B-L.xls

**Appendix B** Vendor Profile

**Appendix C** Vendor Financial Information

**Appendix D** Vendor Customer Base

**Appendix E** Vendor References

**Appendix F** Vendor General System

**Appendix G** Project Costs

**Appendix H** Interface Costs

**Appendix I** Conversion Costs

**Appendix J** Modification Costs

**Appendix K** *Cloud Services Questionnaire*

(Cloud Services Questionnaire is Optional. But is **required** if cloud-based solution is recommended)

**Appendix L** Cyber Liability Insurance Questionnaire

## 9. PROPOSAL INSTRUCTIONS

### GENERAL PROPOSAL INSTRUCTIONS

Software features, functions, and capability information should also be submitted electronically using the forms and instructions contained in the RFP.

- Direct **Questions** related to this RFP to **David Cannell, Purchasing Agent**, by e-mail at [Dcannell@orangecountync.gov](mailto:Dcannell@orangecountync.gov) no later than, **April 26<sup>th</sup>, 2016**.
- Complete the **E-Verify Affidavit**, and include it with your submittal.
- Complete the **Proposal Execution Form** and include it with your submittal.
- Proposal response instructions are contained in **Sections 4, 8, and 9** of the *Request for Proposals* (RFP) document.
- **Section 8** of the RFP contains vendor information worksheets. Please complete these worksheets using the electronic forms (Excel format) and as directed in the RFP instructions.
- Effort has been made to keep the RFP and feature/function specs as brief as possible.
- The proposal should include all costs associated with training, implementation, hardware specifications, interface estimates, file conversion assistance, custom modification estimates, annual maintenance, and support.
- Please **submit your proposal** by **5pm May 5<sup>th</sup>, 2016** – electronically and in hard copy, as follows:

**Electronic:**      **In Microsoft Word or PDF and Excel format emailed to**  
[Dcannell@orangecountync.gov](mailto:Dcannell@orangecountync.gov)

**Printed:**          **Twelve (12) copies sent to:**

**David Cannell  
Purchasing Agent  
Orange County  
200 S. Cameron Street  
(P.O. Box 8181 for USPS)  
Hillsborough, NC 27278**

Requests for extension of the submission date will not be granted. Vendors submitting proposals should allow for normal mail or delivery time to ensure timely receipt of their Proposal.

Responses to the *Specific Proposal Requirements* identified in **Section 4** MUST be completed and indexed appropriately. In addition, all forms and checklists identified in **Section 8** MUST also be included in your hard copy response. Failure to include any of the requested information within your proposal may result in rejection/disqualification.

## REGISTRATION

Proposal packets may be picked up at the Orange County Purchasing Department from 8:00 a.m. until 4:30 p.m., Monday through Friday, on the Web at <http://www.co.orange.nc.us/purchasing/bids.asp>, or may be received by contacting **David Cannell, Purchasing Agent**, by e-mail at [Dcannell@orangecountync.gov](mailto:Dcannell@orangecountync.gov). The County will maintain a registration list of all vendors requesting the RFP. Any questions concerning the legal bid process, technical aspects or scope of proposal must be submitted in writing to the attention of this contact person.

If it becomes necessary to revise any part of this RFP, written revisions and/or addenda will be sent to all registered vendors.

## COMMUNICATIONS PROHIBITED

From the issuance date of this RFP, until an actual contract is awarded to a vendor, no communications concerning the RFP may transpire between any vendor which expects to submit a Proposal and any employee of Orange County who is in any way involved in the development of the RFP or the selection of the solution.

The exceptions to this prohibition are as follows:

- Communications provided through the submission of written questions, which will be shared with all registered Vendors
- Submitting a Proposal

## PROPOSAL FORMAT

Proposals should be made in accordance with the RFP format provided herein, with all blank spaces in the Appendices properly filled in. Numbers shall be stated in whole dollars.

Please provide the following sections, as a minimum:

- **Executive Summary**
- **Understanding of Project Objectives**
- **Specific Proposal Requirements** (see *Section 4*)
- **Exceptions taken to any RFP requirement**
- **Remaining Appendices not included in another section**

Proposals shall be addressed as indicated. All proposals must be signed by a duly authorized official representing the Vendor using the **Proposal Execution Form**. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate proposals unless called for, or irregularities of any kind, may be rejected or disqualified.

No negotiations, decisions, or actions shall be executed by the Vendor as a result of any discussions with any of the County officials, employees, and/or consultant. Only those transactions provided in written form from the County may be considered binding. Also, Orange County will only honor transactions from vendors which are written and signed using the **Proposal Execution Form**.

The County reserves the right to terminate the selection process at any time and to reject any or all proposals. The contract will be awarded to the Vendor whose overall qualifications best meet the requirements of the County.

Costs incurred in the preparation of this Proposal are to be borne by the Vendor, and Orange County will not contribute in any way to the costs of the preparation. Any costs associated with Proposal review interviews will be the responsibility of the Vendor.

The contents of each Vendor's Proposal to Orange County—including technical specifications for hardware and software, purchase and lease prices, and hardware and software maintenance fees—shall remain valid for a minimum of 120 calendar days from the Proposal due date.

All Proposals must include copies of all example contracts for hardware (if applicable), systems software, application software, hardware maintenance (if applicable), and software support. Please note that all contracts will be subject to negotiation between the County and the selected vendor.

Please note that the final contract may not include all the applications or all the equipment listed in this Request for Proposal.

This Request for Proposal and the selected Vendor's Proposal, including all representations, warranties and commitments contained in the Proposal and related correspondence shall be contractual obligations included in the written final contract for services, equipment and software.

Orange County intends to award a contract to a single vendor for all core applications. Vendors are allowed to provide a proposal that includes subcontractors, but the County intends to enter into a single agreement with one Vendor acting as a Prime contractor. The Prime contractor will be responsible for the timeliness, quality, and deliverables provided by any subcontractors under the Prime contractor's agreement.

## PREPARATION OF PROPOSAL

Proposals must be made in strict accordance with the *Request for Proposals* format outlined herein. Dollar amounts shall be stated in whole dollars.

Proposals shall be addressed as indicated in **Section 9** of this RFP. All proposals must be signed by an authorized official using the **Proposal Execution Form**. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or irregularities of any kind, may be rejected.

Modification of proposals will be acceptable only if delivered in writing to the Contact Person prior to the submission deadline. Should the vendor find discrepancies in or omissions from the Request for Proposal or should be in doubt as to their meaning, they shall at once notify Orange County Purchasing Department who will send a written instruction/clarification to all vendors. The vendor will be responsible for any oral instructions. If the Proposal and specifications are found to disagree after the contract is awarded, Orange County shall judge as to which was intended.

All Proposals submitted shall become the property of Orange County to use, or at its option, return. All Proposals and associated documents will be considered to be public information and will be open for inspection to interested parties unless identified as proprietary. Orange County will make the determination as to whether the Vendor has adequately demonstrated the information is proprietary.

## PROPOSAL CHECK-LIST

- Submission of Questions, via email only, no later than April 26<sup>th</sup>, 2016.**
- Submission of Proposal by 5pm May 5<sup>th</sup>, 2016** – electronically and in hard copy
- E-Verify affidavit**
- Iran Divestment Act Certification**
- Proposal Execution Form**
- Executive Summary**
- Understanding of Project Objectives**
- Exceptions taken to any RFP requirement**
- RFP Section 4 Responses** indexed appropriately
- Appendix A** Feature/Function Worksheet Tabs
- Appendix B** Vendor Profile
- Appendix C** Vendor Financial Information
- Appendix D** Vendor Customer Base
- Appendix E** Vendor References
- Appendix F** Vendor General System
- Appendix G** Project Costs
- Appendix H** Interface Costs
- Appendix I** Conversion Costs
- Appendix J** Modification Costs
- Appendix K** Cloud Services Questionnaire (Required only if cloud-based solution is recommended)
- Appendix L** Cyber Liability Questionnaire
- Remaining Appendices not included in another section**
- Example Contracts** for hardware (if applicable), systems software, application software, hardware maintenance (if applicable), and software support

# E-VERIFY AFFIDAVIT

## ENTERPRISE ASSET MANAGEMENT SOFTWARE SYSTEM

STATE OF NORTH CAROLINA  
ORANGE COUNTY

\*\*\*\*\*

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_

State of North Carolina Orange County

Signed and sworn to (or affirmed) before me, this the \_\_\_\_  
day of \_\_\_\_\_, 2016.

My Commission Expires:

\_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)

# IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S.

143C-6A-5(a)

Name of Contractor, Vendor or Bidder: \_\_\_\_\_

\_\_\_\_\_

As of the date listed below, the contractor, vendor or bidder listed above, and all subcontractors utilized by the contractor, vendor or bidder listed above, is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the contractor, vendor or bidder listed above to make the foregoing statement.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

***Notes to persons signing this form:***

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List. The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.

**\*\*\*\*\*Contractor, Vendor or Bidder – Return This Form With All Other Required Documentation\*\*\*\*\***

# EXECUTION OF PROPOSAL

PROJECT NAME: **ENTERPRISE ASSET MANAGEMENT SOFTWARE SYSTEM**

SYSTEM PROPOSAL REQUEST **NO 5220.**

**THIS PAGE MUST BE FULLY EXECUTED AND SIGNED FOR THE PROPOSAL TO BE CONSIDERED.**

The person executing the proposal, on behalf of the vendor, being first duly sworn, deposes and says that:

- (1) He or she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (2) Neither he/she, nor any official, agent or employee of the vendor has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competition in connection with this proposal; and

SIGNATURE OF PROPOSER \_\_\_\_\_

\_\_\_\_\_  
(Print full name of corporation)

\_\_\_\_\_  
(Address - County- State - Zip Code)

Attest \_\_\_\_\_  
(Secretary/Assistant Secretary)

By: \_\_\_\_\_  
President/Vice President/Assistant Vice President)

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

CORPORATE SEAL:

Federal ID. or Social Security Number \_\_\_\_\_

**NOTE - AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this \_\_\_\_\_ day of, 2016

\_\_\_\_\_

\_\_\_\_\_ My Commission Expires \_\_\_\_\_

Title

## 10. DISCLOSURES & CONTRACTUAL REQUIREMENTS EXAMPLES

Please note that any exceptions to the following requirements, as well as other sections of this Request for Proposals, should be addressed in a separate section of the Vendor's proposal.

### ***TYPE OF CONTRACT***

The desired contract structure is one under which the Vendor designs, develops, implements and is solely responsible for the execution of the project and contract requirements. The contract is subject to review and approval as to form by the Orange County attorney who is the legal representative of Orange County.

The contract shall incorporate the terms, conditions and requirements of the RFP, the Vendor's Proposal, and all other terms that may be reached.

### ***BULLETINS AND ADDENDA***

Any bulletins or addenda to the Proposal specifications issued during the period between issuance of the RFP and receipt of proposals are to be considered covered in the Proposal and, in awarding a contract, they will become a part thereof. Receipt of bulletins or addenda shall be acknowledged by the Vendor in the Proposal.

### ***AVAILABILITY OF FUNDS***

This RFP is conditional upon the availability of federal, state, or local funds that are appropriated or allocated for payment of the proposed purchase. If, during any stage of this RFP process, funds are not allocated and available for the proposed purchase, the RFP process will be canceled. Orange County will notify all known vendors at the earliest possible time if this occurs. Orange County is under no obligation to compensate vendor for any expenses incurred as a result of the RFP process.

### ***REJECTION OF PROPOSALS***

Proposals that are not prepared in accordance with these instructions to vendors may be rejected or disqualified. If not rejected, Orange County may demand correction of any deficiency and accept the corrected Proposal upon compliance with these instructions to proposing vendors.

## ACCEPTANCE AND REJECTION OF A PROPOSAL

Orange County reserves the right to:

1. Award a Proposal received on the basis of individual items, or on the entire list of items
2. Reject any or all Proposals, or any part thereof
3. Waive any informality in the Proposals
4. Demand correction of any deficiency and accept the deficiently-prepared Proposal upon compliance with these instructions

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

The contract for this entire project will be awarded to the respondent deemed the best overall proposal as determined by the evaluation criteria in **Section 3** of this RFP. The County reserves the following rights (in addition to those accorded to Orange County by policy and statutory laws):

1. The right to negotiate with one or more vendors to arrive at a final selection.
2. The right to negotiate all Proposal elements to ensure the best possible consideration be afforded to all parties concerned (this includes the right to approve or disapprove subcontractors proposed after the award).
3. The right to reject any and all Proposals, to consider alternatives, to waive any minor irregularities and technicalities, and to re-solicit Proposals.
4. The right to award the contract to a vendor who submits the best overall Proposal (N.C.G.S. 143-129.8).

If the vendor is selected as a finalist, Orange County will require the vendor to qualify himself or herself to Orange County by furnishing a financial statement showing assets and liabilities of the company or other financial information satisfactory to Orange County. This financial information must be current within 30 days of bid opening date and delivered to Orange County within one week of being notified as a finalist. Should Orange County determine that a finalist is not qualified by virtue of the above information furnished, said finalist will be so notified.

## INSURANCE

If this Proposal is accepted, Vendor proposes and agrees that Vendor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth below. Such policies shall be in a form, and from companies, acceptable to Orange County. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Vendor's duty to carry adequate insurance or on Vendor's liability for losses or damages under this Proposal. Insurance coverage provided under any contract resulting from this Proposal shall include the provision for a 30-day advance notification to Orange County in event of cancellation of coverage or modification of any stipulated insurance coverage. Language that limits the responsibility of the insurance company to provide such notice shall not be acceptable.

The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

## Workers' Compensation and Employer's Liability

Limits shall not be less than:

1. Workers' Compensation
  - a. Statutory
2. Employer's Liability
  - a. \$500,000 each accident-injury
  - b. \$500,000 each employee-disease \$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of North Carolina

3. Comprehensive General Liability
  - a. Limits shall not be less than \$1,000,000 for Bodily Injury and Property Damage Combined Single Limit. Coverage is to be written on an "occurrence" basis.
  - b. Coverage to include:
    - i. Business Interruption
    - ii. Premises Operations
    - iii. Products/Completed Operations
    - iv. Independent Contractors and Subcontractors
    - v. Personal Injury (with Employment Exclusion deleted)
    - vi. Broad Form Property Damage Endorsement
    - vii. Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

## Cyber Liability Insurance

Please complete in full **Appendix L** Cyber Liability Questionnaire. Provide all the necessary documentation that will assist in validating the insurance.

## **RIGHTS TO SOURCE CODE**

Orange County requires that the selected vendor keep a copy of the source code and related documentation in escrow. Should the selected program contractor or vendor cease to exist or their organization become financially insolvent, rights to the source code and all supporting documentation will pass to Orange County. The successful vendor shall include as part of the Contract Documents, a letter from the escrowing agency acknowledging their receipt of the code and providing information to the County as to how the County may access the code in the event it should become necessary.

## **INTENTION**

The Vendor shall, unless otherwise specified, supply all installation, conversion, training, transportation, and incidentals necessary for the entire proper implementation of the selected solutions. In addition,

the Vendor shall be responsible for the implementation in a most professional manner, a complete job and everything incidental thereto, as shown in the Proposal, stated in the specifications, or reasonably implied, all in accordance with the contract documents.

## ***INDEMNIFICATION***

The proposing Vendor agrees that it will hold harmless, defend, and indemnify the County, its officers, agents, volunteers, and employees from and against any and all claims, demands, costs, or liability, including attorney fees, arising out of or in any way connected with the proposing Vendors performance of, or failure to perform, the Work or any part thereof or caused in whole or in part by any act or omission of the Vendor, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of the County.

## ***RIGHTS TO SUBMITTED MATERIALS***

All proposals, responses, inquiries, or correspondences relating to or in reference to this RFP, and all reports, charts, displays and other documentation submitted by the Vendor shall become the property of Orange County when received. The County reserves the right to use the material or any ideas submitted in any proposal in response to the RFP.

## ***VENDOR DEMONSTRATIONS***

Vendors will be requested, at no cost to Orange County, to demonstrate the proposed software and hardware solutions at a mutually agreeable date and site.

## ***ASSIGNMENT***

It is mutually understood and agreed that the Proposal and any final contract will be binding upon the Vendor and its successors. Neither this RFP nor any final contract may be assigned by Vendor without the prior written consent of the County.

## ***VENDOR'S REPRESENTATIONS AND WARRANTIES***

In order for Orange County to accept this Proposal, Vendor hereby represents and warrants as follows:

**Compliance with Laws.** The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Vendor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time.

**Qualified.** Vendor has the requisite experience, ability, capital, facilities, organization, and staff to enable Vendor to perform the Work successfully and promptly and to commence and complete the Work within the proposed bid price and time frame proposed by the Vendor. In order for Orange County to accept a Proposal, each vendor, by submitting a proposal, thereby represents and warrants as follows:

**Status of Vendor.** Vendor will perform the Work in Vendor's own way and pursuant to any final contract as an independent contractor and in pursuit of Vendor's independent calling, and not as an

employee of the County. The persons used by Vendor to provide the Work under any final contract will not be considered employees of the County for any purposes.

The payment made to Vendor pursuant to any final contract will be the full and complete compensation to which Vendor is entitled. The County will not make any federal or state tax withholdings on behalf of Vendor or its agents, employees, or subcontractors. The County will not pay any workers' compensation insurance, retirement contributions, or unemployment contributions on behalf of Vendor or its employees or subcontractors. Vendor agrees to indemnify and pay the County within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or Workers' Compensation payment that the County may be required to make on behalf of Vendor or any agent, employee, or contractor of Vendor for work done under any final contract. At the County's election, the County may deduct the amounts paid pursuant to this section, from any balance owing to Vendor.

Vendor understands that its professional responsibility is solely to the County. Vendor warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest that would conflict with its performance of any final contract. Vendor further warrants that neither Vendor, nor Vendor's agents, employees, subcontractors and vendors, have any ancillary real property, business interests, or income that will be affected by this RFP or final contract or, alternatively, that Vendor will file with the County an affidavit disclosing this interest. Vendor will not knowingly, and will take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of a final contract. If after employment of a person, Vendor discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of a final contract, Vendor will promptly disclose the relationship to the County and take such action as the County may direct to remedy the conflict.

***Discrimination and Harassment Prohibited.*** Vendor will comply with all applicable local, state, and federal laws and regulations prohibiting discrimination and harassment.

***Jurisdiction, Venue, and Governing Law.*** Any action at law or in equity brought for the purpose of enforcing a right or rights provided for by this RFP or final contract will be tried in a court of competent jurisdiction in Orange County, State of North Carolina, and Vendor and the County will waive all provisions of law providing for a change of venue in these proceedings to any other county. This RFP and any final contract will be governed by the laws of the State of North Carolina.

***Waivers.*** The waiver by either the County or Vendor of any breach or violation of any term, covenant, or condition of this RFP or any final contract or of any provisions of any ordinance or law will not be deemed to be a waiver of such term, covenant, condition, ordinance or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder will not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this agreement or any applicable law.

***Authority.*** The individuals executing this RFP and the instruments referenced in it on behalf of Vendor each represent and warrant that they have the legal power, right and actual authority to bind Vendor to the terms and conditions of this RFP.

## **COMPLIANCE WITH LAWS**

Vendor will keep fully informed of federal, state, and local laws and ordinances and regulations which in any manner affect those employed by Vendor, or in any way affect the performance of the Work by Vendor. Vendor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Work with all applicable laws, ordinances, and regulations.

## QUALIFICATIONS

It is expected that the proposing Vendor has the requisite experience, ability, capital, facilities, organization, and staff to enable the proposing Vendor to perform the work successfully and promptly, and to commence and complete the work within the proposed price and time frame.

## ACKNOWLEDGMENTS

By submitting a proposal, a proposing vendor acknowledges and agrees to each of the following:

### Reliance

Orange County is relying on all warranties, representations, and statements made by the vendors in their proposals.

### Reservations of Rights

Orange County reserves the right to reject any and all Proposals, reserves the right to reject the lowest priced Proposal, and reserves such other rights as are set forth in the instructions to proposing vendors.

### Acceptance

If a vendor's proposal is accepted by the County, the vendor shall be bound by each and every term, condition and provision contained in the Request for Proposal, the vendor's Proposal and in the final contract to be negotiated between the selected vendor and the County.

### Remedies

Each of the rights and remedies reserved to Orange County in this Request for Proposal shall be cumulative and additional to any other or further remedies provided in law or equity.

### Severability

The provisions of this Request for Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Request for Proposal shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Request for Proposal shall be in any way affected thereby.

### Amendments

No modification, addition, deletion, revision, alteration, or other change in this Request for Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by Orange County to the prospective vendors.

### Protest Procedures

Any potential, or actual, vendor objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract, or any other matter relating to the process of

soliciting the Proposals. Such a protest must be filed in writing and contain a detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents. All protests must be filed with the Orange County Purchasing Department PO Box 8181, Hillsborough, NC 27278. The protest shall be filed no later than 3:00 p.m. of the tenth (10th) day after notification of award.

## Public Records

Vendors are advised that most documents in the possession of the Orange County are considered public records and subject to disclosure under the law.

## CONTRACTUAL REQUIREMENTS

- All aspects of any contract apply equally to work performed by any and all subcontractors.
- The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of Orange County Department. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action.
- By signing a contract with the Orange County, a vendor agrees that all necessary insurance is in effect.
- All contracts will require that the contractor maintain the confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential.
- The Vendor agrees to accept full responsibility for payment of all unemployment compensation, contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions and all other employee taxes and payroll accounting required for all employees.
- Vendor must verify maintenance of comprehensive liability insurance and agree to hold the Orange County harmless from all liabilities or claims caused or resulting from the vendor's obligation.
- North Carolina law prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the State, if that finding is unresolved.
- Effective for the State Fiscal Year 2007, any North Carolina organization that receives Federal or State financial assistance from a State agency is called a "subrecipient". Counties, as subrecipients of the state, must develop monitoring procedures to ensure that funds are appropriately spent by any subrecipients with whom they may contract to provide services. Accordingly, all contracts with the Orange County must contain certain certifications including, but not limited to, Certification Regarding Drug-Free Workplace Requirements, a Conflict of Interest Policy, Certification Regarding No Overdue Taxes, Certification Regarding Lobbying, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, and Certain Reporting and Auditing Requirements.

## ETHICAL AND CONFLICT OF INTEREST REQUIREMENTS

- No contractor, or individual, company or organization seeking a contract shall promise or give to any Orange County employee any consideration of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.
- No contractor or individual, company or organization seeking a contract shall solicit any Orange County employee to violate any of the conduct requirements for employees.

- Any contractor acting on behalf of Orange County shall refrain from activities, which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here or found in North Carolina General Statute is subject to termination of the contract or refusal by the Orange County to enter into a contract.
- Orange County employees and contractors who violate local, state or federal laws may be prosecuted for criminal violations.
- Patent or Copyright Liabilities
- Vendor will protect, defend and hold free and harmless Orange County, its officers, employees, agents and Board of County Commissioners against all claims that any of the designs supplied hereunder infringes a U.S. patent or copyright. Vendor will pay all resulting costs, damages, and attorney's fees to defend Orange County against such claims. Orange County will promptly notify Vendor in writing of all claims, and Vendor will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, Orange County agrees to permit Vendor, at Vendor's option and expense, either to procure for the agency the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

## **CONFIDENTIALITY AND SECURITY**

Representatives and/or agents of the vendor will be required to sign a confidentiality agreement prior to commencing work at Orange County. Any person engaging in any service for the agency requiring them to come into contact with confidential information will be required to hold confidential such data made available to them.

## **HOLD HARMLESS; INDEMNIFICATIONS**

1. If this Proposal is accepted, Vendor proposes, and agrees, that Vendor shall indemnify, save harmless, and defend Orange County against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise; or be alleged to have arisen, out of or in connection with Vendor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in this Proposal.
2. The successful vendor shall be required to indemnify and hold Orange County, the Orange County Board of Commissioners and Orange County staff, including its officers, employees, and its agents, harmless from any liability with respect to claims for damages as a result of bodily injury, sickness, disease, death or property damage arising or resulting from the bidders fulfilling his responsibilities according to the bid documents and subsequent contract.
3. The successful vendor shall indemnify and save harmless Orange County, the Orange County Board of Commissioners and Orange County staff, including its officers, agents or employees from any and all claims suits, losses, damages or expenses on account of injuries to or death of any or all persons or property damages sustained and caused by an act, omission, neglect or misconduct of said vendor.
4. Each successful vendor shall be required to provide insurance in accordance with Section 4.4 of this RFP.
5. Each successful vendor shall be required to provide proof of Workers Compensation Insurance in accordance with Section 4.4 of this RFP.

6. If subcontractors are employed, the successful vendor shall procure and maintain public bodily liability and public property damage insurance for and on behalf of the vendor for claims for damages arising out of acts of subcontractors for bodily injury and property damage in the same amounts as required for public bodily injury liability and public property damage. See Section 4.4 of this RFP.
7. Such insurance shall be acquired for and on behalf of the successful vendor and protecting the vendor from claims for damages for bodily injuries, including sickness or disease, death, and for care and loss of services as well as from claims for property damage including, but not limited to, loss of use which may arise from operations under the Contract, whether such operations be by the vendor or by anyone directly or indirectly employed by him. Property damage coverage as required shall be on the broad-form property-damage basis.
8. The vendor shall be held responsible for all accidents and shall indemnify and protect the Orange County and its representatives from all suits, claims and actions brought against it, and all costs for liability to which the Orange County may be put for any injury or alleged injury to the person or persons, or property of another resulting from negligence or carelessness in the performance of the work, or in carrying out the same or from any improper or inferior workmanship or inferior materials used.

## **PENALTIES**

If this Proposal is accepted, Vendor proposes, and agrees, that Vendor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Vendor's performance of, or failure to perform, the Work or any part thereof.

## **INTENTION**

The Vendor shall, unless otherwise specified, supply all installation, conversion, training, transportation, and incidentals necessary for the entire proper implementation of the selected solutions. In addition, the Vendor shall be responsible for the implementation in a most professional manner, a complete job and everything incidental thereto, as shown in the Proposal, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.

## **NON-PERFORMANCE**

The Orange County shall in writing to the successful vendor at any time during the continuance of the ensuing contract for the work specified in this RFP and prior to the date of the acceptance of the work provided, have the right and power to declare the whole or any part of the ensuing contract forfeited for the violation of any of the conditions, terms, requirements or limitations contained in the contract, or if the performance of the contract is unnecessarily or unreasonably delayed, or if the successful vendor is not progressing with the work as fast as is necessary to insure the completion within the time specified as is required by the ensuing contract, or if the successful vendor is showing bad faith in carrying out the contract, or if the work is not completed within the time to which such completion may be extended as provided, or further, if the successful vendor shall fail or refuse to remedy or repair defective work or materials when so ordered. If the Orange County shall declare the contract forfeited, in whole or in part, such declaration of forfeiture shall in no way relieve or affect the liability of the successful vendor and his sureties for breach of any of the covenants and conditions of the contract.