

Request for Proposal

RFP # 22-082

Data Governance Solution



Wake County, North Carolina
Wake County Finance Dept. - Procurement Services
Wake County Justice Center, 2nd Floor – Suite 2900
301 S. McDowell Street
Raleigh, NC 27601

**Proposals are Due on September 27, 2022,
before 2:00 pm EST**



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1.0 INTRODUCTION

Wake County, North Carolina (“The County”) is seeking proposals from qualified providers for a SaaS software solution to support the County’s data governance program. The data governance platform would house the metadata, including a searchable data catalog, data dictionary, data lineage, and data quality ratings simplifying the process of finding, trusting, and using data.

Throughout this Request for Proposal (“RFP”), the “Proposer” refers to qualified firms that respond to this RFP.

1.1 County Background

Wake County is the second most populous County in North Carolina. The County consist of 12 municipalities and includes Raleigh, the county seat and state capital. A unique mix of small urban and rural towns distinguishes Wake County from other counties and provides something for every lifestyle. The County has a population of over 1,000,000 residents and covers 860 square miles.

The County functions under a Council / Manager form of government. The County Manager is appointed by a seven-member Board of Commissioners. Wake County Government has a general operating budget of \$1.47 billion for fiscal year 2020, employs approximately 4,209 employees in 27 departments, and is an award-winning leader in technology initiatives (Top 10 Digital County in the Nation). The County’s strategy is guided by the [Board of Commissioners’ Goals and Objectives](#). The County strives to be a data-driven organization with a heavy emphasis on automation, self-service, technology integration and strong, two-way communication with all residents and stakeholders.

More information about Wake County is available on the web site at: www.wakegov.com.

1.2 Sponsor Background

The Wake County Information Services (IS) Department is the central technology provider for County departments. Services provided include a secure IT infrastructure with reliable and scalable network, telephony, hardware, and software platforms that support countywide mission-critical applications and services. IS collaborates with County executives, departments, and industry partners to continuously implement and maintain modern solutions that enable easy access to County services.

The Data and Analytics team of Information Services is responsible for enterprise data management including data governance, analytics, and data science. The team would like to procure a SaaS software solution to support the County’s data governance program. The goals of this program are to increase data discoverability, increase confidence in data, and increase the reusability of data. This is a cross-functional program that is supported by the Great Government County initiative and data governance council. The data governance platform would house the metadata, including a searchable data catalog, data dictionary, data lineage, and data quality ratings simplifying the process of finding, trusting, and using data. Details regarding specific software requirements can be found in Exhibit B – Requirements.

2.0 GENERAL RFP GUIDELINES

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and format documents according to the instructions. Failure to follow these instructions will be considered a non-responsive proposal and may result in immediate elimination from further consideration.

By responding to this proposal, the Proposer acknowledges that:

- i) The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information. In addition, the County reserves the right to terminate pursuit of the proposal request described herein.
- ii) Wake County, solely at its option, may disclose the name(s) of any firms or companies being considered or elevated during the process. Proposers are not to contact any county staff or elected officials about the process due to the nature of a competitive environment and to protect the integrity of the RFP process. As information becomes available and is relevant for release, that information will be shared with respondents.
- iii) Proposals will be received by Wake County Government at the time noted on the cover page of this document. At that point, Wake County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.
- iv) All proposers submitting proposals agree that their pricing is valid for a minimum of one year after proposal submission to the County. Pricing must be submitted on a “firm-fixed-price” basis. Proposals, which do not submit pricing on a “firm-fixed-price” basis, may be eliminated from further consideration. A “firm-fixed-price” proposal requires delivery of a product or services at a specified price, fixed at the time of contract award. Payment will be tied to agreed upon milestones.

For implementation services under a fixed fee arrangement, the County compensates the vendor based on a final negotiated ceiling amount. If the implementation cost ceiling is exceeded, the vendor is to finish the work at no additional compensation, unless the County does not meet specific assumptions outlined in the contract.

- v) The County will entertain proposal responses that provide turnkey cloud-based/software as a service (SaaS).
- vi) Proposers will read and abide by the RFP Terms and Conditions available in Section 6 below.
- vii) ***All firms submitting proposals are encouraged to submit the most competitive proposal possible, as the failure to do so may lead to elimination.***

3.0 PROPOSAL INSTRUCTIONS & FORMAT

This RFP and any subsequent action taken as a result thereof, is issued by the Wake County Procurement Services in accordance with North Carolina General Statutes 143-129.8, 143-135.9, 147-33.81 on behalf of the County. In regard to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. ***Any attempt by a proposer to contact or influence a member or members of the aforementioned will result in the immediate disqualification of the proposer from award for items or services in this RFP.***



3.1 Proposal Contact

Proposal responses should be directed to Procurement Services, specifically to the Purchasing Manager, using this delivery address:

Melissa England
Wake County Finance Dept. - Procurement Services
Wake County Justice Center, 2nd Floor – Suite 2900
301 S. McDowell Street
Raleigh, NC 27601

Direct general proposal inquiries to Melissa England via email or phone:

Email melissa.england@wakegov.com
Phone 919-856-6327

3.2 Proposal Submittal Requirements

To facilitate the analysis of responses to this RFP, proposers are required to prepare their proposals in accordance with the instructions outlined in this part of this RFP:

The County must receive proposals no later than 2:00 pm EST on September 27, 2022.

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.

- 4.2.1. Each proposer is required to submit its proposal in a sealed package.
- 4.2.2. The proposer's name, RFP number, and proposal closing time and date must be marked clearly on the proposal submission.
- 4.2.3. The proposer's submission should include the entire proposal in the following formats: (3) physical/hard copies, (1) electronic copy that cannot be edited and (1) editable electronic copy in the native file formats provided (e.g. .docx, .xlsx, etc.). Both electronic copies are to be provided on a flash drive in separate descriptive folders (e.g. Non-Editable and Editable).
Note: The Cost Proposal is to be provided in a separate file (see RFP section 4.3.13)

3.3 Proposal Format Requirements

Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

The proposal should be organized into the following major sections:

PROPOSAL SECTION	TITLE
	Title Page
	Table of Contents
1.0	Executive Summary
2.0	Scope of Services
3.0	Company Background
4.0	Proposed Software and Computing Environment
5.0	Implementation Approach
6.0	Maintenance and Support Program
7.0	Client References
8.0	Exceptions to the RFP
9.0	Sample Documents
Exhibit A	Functional Requirements (Attachment A to RFP Submittal)
Exhibit B	Technical Requirements Questionnaire (Attachment B to RFP Submittal)
	Total Cost of Ownership Proposal (Attachment C to RFP Submittal)

Instructions relative to each of the RFP response sections are defined below. Response information should be limited to pertinent information only. Marketing and sales or promotional content is not to be included.

3.3.1 Executive Summary (Proposal Section 1.0)

This part of the response to the RFP should be limited to a brief narrative summarizing the proposer's proposal. The summary should include technical information and language only to the extent required to describe the proposal. Please note that the executive summary should identify the primary engagement contact for the Proposer. Contact information should include a valid e-mail address, fax number, and a telephone number.

3.3.2 Scope of Services (Proposal Section 2.0)

This section of the proposal should include a general discussion of the proposer's overall understanding of the project and the scope of work proposed. The scope statement should include all work from project inception to the completion of the warranty period.

3.3.3 Company Background (Proposal Section 3.0)

Each proposal must provide the following information about the proposer's company so that the County can evaluate the proposer's stability and ability to support the commitments set forth in response to the RFP. The County, at its option, may require a proposer to provide additional support or clarify requested information.

Background information shall include:

- How long the company has been in business.
- A brief description of the company size and organizational structure.
- How long the company has been selling the proposed software to clients similar to the County.
- Audited financial statements dating back three years, if available. If not available, a statement as to why the statements are not available along with a copy of the financial statements that are available including revenue and net profit/loss statements.

- Listing of installs by name and state by entities resembling the County's environment. The number of users and licenses, distinguished by type or cost if relevant, should also be included.
- A brief description of any current or pending litigation. Also include a description of any closed litigation from the past year if applicable.

The County understands that the proposer may contract a 3rd party to provide some of the services requested in this RFP. Background information for each 3rd party must also be included in the proposal.

3.3.4 Proposed Software & Computing Environment (Proposal Section 4.0)

In this section, the proposer must provide technical details for their proposed solution as follows:

3.3.4.1 Proposed System Scope

The proposer must identify the system name, module(s) needed to fulfill the requirements, and the version/release number(s) for the proposed solution.

3.3.4.2 Technology Architecture

Included in this section should be a detailed technical overview of any proposed hardware or software platform. Include, where appropriate, hardware/software architecture diagrams, process flow diagrams, and network diagrams. If more than one (1) implementation method is available, identify the differences in architecture on the proposal diagrams.

Provide the product roadmap with anticipated timeframe(s) for future releases.

3.3.5 Implementation Approach (Proposal Section 5.0)

The proposer must provide a detailed plan for implementing the proposed system. This information should include:

3.3.5.1 Implementation Plan

Identify the specific phases of the engagement to be managed by the proposer and provide the expected activities to occur in each phase. Typical implementation phases include:

- Engagement Preparation (Waterfall, Agile, Hybrid {include process details}, Kickoff)
- Solution Planning & Design
- System Configuration & Development/Customization
- User & Admin Testing
- User & Admin Training
- System Go Live
- Engagement Closure

3.3.5.2 Implementation Schedule

Provide the project duration and scheduling. This section should include the following:

- Estimate of when the engagement will be scheduled (within a specific timeframe or based on an event such as contract execution).
- Period of performance for the engagement in a standard unit of measure (calendar days/weeks/months).
- When the work will be conducted (normal business hours versus after hours or weekend).
- Anticipated project start date after contract award (number of days/weeks)

- Whether proposer staff will be on site or work remotely.
- Additional costs, if any, for proposer staff to work on site.
- A list of staff, by skillset, to be provided by the County and an estimated duration for each.

3.3.6 Maintenance and Support Program (Proposal Section 6.0)

The proposal must specify the nature of any post-implementation and on-going support provided by the vendor including:

- Post-implementation support (e.g., 2 days of on-site support after go-live).
- Telephone support (e.g., include toll-free support hotline, hours of operation, availability of 24 x 7 hotline, etc.).
- Where is your support center physically located?
- Special plans defining “levels” of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed.
- Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module.
- Availability of user groups and their geographic areas.
- Problem/defect reporting and resolution procedures.
- Bug fixes and patches.
- Other support (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base).

3.3.7 Client References (Proposal Section 7.0)

The County considers references to be important in its decision to award a contract. The name, email address and phone number of the project manager and primary business stakeholder for each client must be listed.

The proposal must contain at least three (3) verifiable references of the vendor’s proposed solution that has been operational for a minimum of 90 days, preferably a local government that is comparable in size to Wake County.

Proposer also to provide a list of up to three (3) previous clients within the last year that are no longer using your proposed solution.

Three (3) verifiable client references must also be provided for each 3rd party contractor that the proposer uses, if applicable.

3.3.8 Exceptions to the RFP (Proposal Section 8.0)

All requested information in this RFP must be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the County, and the description of the advantages or disadvantages to the County as a result of exceptions. The County, in its sole discretion, may reject any exceptions or specifications in the proposal. Proposers may also provide supplemental information, if needed to assist the County in analyzing responses to this RFP.

3.3.9 Sample Documents (Proposal Section 9.0)

Proposers should include sample copies of the following documents:

- Software licensing agreement
- Software maintenance agreement

- Client documentation (user guides, training materials, etc.)
- Engagement agreement (Scope of Work)
- System Reports
- Screen shots of user interface (client facing and staff interface), dashboard (if included in proposed solution), workflow, task assignments, etc.

3.3.10 Functional Requirements Matrix (Attachment A to Proposal)

Proposers are to complete information requested in *RFP Exhibit A – Functional Requirements*. Proposers should use the format provided in Exhibit A and add explanatory details as necessary in the Notes column, when required. If preferred, use a separate tab of the spreadsheet to provide explanatory details using the requirement number as a reference in the tab name.

3.3.11 Technical Requirements Questionnaire (Attachment B to Proposal)

Proposers are to complete information requested in *RFP Attachment B – Technical Requirements Questionnaire*. Proposers should use the format provided in Attachment B and add details as necessary. The proposals submitted, including requirement responses, will become attached to the software license and implementation services contract.

All responses that indicate functionality is available (all response codes except N/A) should be included in the costs submitted in this proposal. The cost for any customizations should be broken out by specific requirement and included in the cost information. Furthermore, the module(s) necessary to perform that functionality must be included in the technical scope and total cost of ownership for the proposed solution.

3.3.12 Total Cost of Ownership (Attachment C to Proposal)

Proposers should submit an estimate of project costs in the proposal. One-time implementation costs should be broken out from recurring license/hosting costs. If multiple pricing options are available (I.E. per user or total capacity) all options should be provided. Additionally, the County is requesting costs proposals for single and multi-year agreements. Costs should include all maintenance, support, hosting and ongoing software licensing or software subscriptions.

The County reserves the right to contact proposers on cost and scope clarification at any time throughout the selection and negotiation process. The County is asking proposers to estimate costs for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated.

Proposers are to provide cost estimates under **separate cover/file** as Attachment C.

4.0 PROPOSAL EVALUATION & AWARD

4.1 Selection Participants

The Evaluation Team will be comprised of IS subject matter experts. The team will be responsible for the evaluation and rating of the proposals, software solution demonstrations and for conducting interviews during the optional site visits.

4.2 Evaluation of Proposals

Evaluation criteria will be used to determine the successful vendor. The vendor's proposal will be evaluated based on the following criteria:

- Compliance with the general bidding requirements, general submittal requirements, and detailed submittal requirements of the RFP
- Implementation capability and strategy
- Compliance with Functional Requirements
- Technical Architecture & Compliance with Technical Requirements
- Total System Cost of Ownership
- Verifiable References (and on-site visits if applicable)
- Vendor Demonstrations (and in comparison to the proposal response content)

These criteria are provided for informational purposes and are not intended to represent an order of preference. A weighted analysis of the evaluation criteria will be utilized to determine the vendor that represents the best value solution for Wake County and its partners. The County reserves the right to conduct client site visits in addition to contacting the verifiable references by phone and/or email.

4.3 Tentative Schedule

The procurement activities for this RFP are tentatively scheduled as follows:

Release RFP	August 26, 2022
Questions and/or clarifications received by 5:00 pm	September 7, 2022
Addenda Issued (if needed)	September 14, 2022
Proposals Due by 2:00 pm	September 27, 2022
Evaluate Proposals	October 2022
Product Demonstrations (if needed)	October 2022
Final Vendor Selection	November 2022

4.4 Award

Wake County reserves the right to award a contract, based on initial offers received from Proposers, 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. The County may also, at its sole discretion, have discussions with those proposers that it deems in its sole discretion to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a proposer may continue with a proposer that the County has tentatively selected to award the contract. The County shall not be deemed to have finally selected a proposer until a contract has been successfully negotiated and signed by both parties.

5.0 RFP TERMS & CONDITIONS

5.1 Non-disclosure of County Information

All data and information gathered by the proposer and its agents, including this RFP and all reports, recommendations and specifications shall be treated by the proposer and its agents as confidential. The proposer 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.

5.2 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.

5.3 Warranty

A warranty is required for both the software and implementation services. It is assumed that Proposers have priced their services to recognize these warranty provisions. The extent of warranty coverage will be evaluated as part of the overall procurement process.

Software: The selected Proposer shall warrant that any proposed software will conform to the requirements and specifications as stated in this RFP. That is, the detailed requirements as stated in this RFP will become part of the selected software Proposer's contract and will be warranted as such, except to the extent that the proposer's response explicitly excepts from a requirement or specification. The selected proposer must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional and technical requirements as included in this RFP. Furthermore, the warranty, at a *minimum*, should be valid for a period of twelve (12) months from the final acceptance of all modules by the County (as will be defined during the negotiations process.) The County will look more favorably at Proposers with warranty periods longer than the minimum specified herein.

Implementation Services: The County also requires a warranty for implementation services (e.g., work products, developed modifications, and system configuration) for a minimum of twelve (12) months after the system acceptance date of the respective modules. The Proposer must ensure that the implemented software conforms to the requirements responses.

5.4 Additional Users and Modules

All pricing must provide "guaranteed pricing" for twelve (12) months from the award of contract for additional County users and identified partners.

5.5 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 Proposal 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.

5.6 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.).

5.7 Certification

The Proposer hereby certifies that they have carefully examined this Request for Proposal and documents attached hereto for terms, conditions, specifications, covenants, requirements, software, services, etc. and the Proposer certifies that they understand the scope of the work to be done, that the Proposer has knowledge and expertise to provide the scope of the work, and that their proposal is based upon the terms, conditions, specifications, services, software and requirements of this RFP and attachments. The Proposer further agrees that the performance time specified is a reasonable time. By their signature on the response to the RFP, the Proposer certifies that their proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that they understand collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

5.8 Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

5.9 Assignment

No assignment of the Proposer's obligations nor the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from Wake County.

5.10 Indemnification

Contractor will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Contractor, its subcontractors, or their employees or agents, while performing their duties under this Agreement, provided that the County gives the Contractor prompt, written notice of any such claim or suit. The County shall cooperate with Contractor in its defense or settlement of such claim or suit. This section sets forth the full extent of the Contractor's general indemnification of the County from liabilities that are in any way related to Contractor's performance under this Agreement.

5.11 Delivery of the Project Plan and Initial System Design

The project plan and initial system design document (or other substantively equivalent implementation documents as may be agreed to by the County prior to contract signing) are to be delivered within a contractually specified timeframe after contract signing. The project plan shall contain a complete work breakdown structure with task dependencies and predecessors. Non-performance in this regard may result in penalties.

5.12 Liability for Failure to Provide Functionality

In the event the selected proposer (Implementer) fails to provide functionality in accordance with its response to this RFP after notice and reasonable opportunity to cure, the County may (1) terminate the implementation agreement for cause, or (2) upon written notice to the Implementer, obtain the functionality from a third party, in which case the Implementer shall be liable for any additional costs incurred by the County in obtaining the promised functionality and such amount may be subtracted from any amount owed to the Implementer. This remedy will be in addition to any other warranties or remedies provided.

5.13 Independent Contractor

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

5.14 Payment

Payment for the request tracking software application/service/licensing and for the implementation of services rendered pursuant to the Agreement resulting from this RFP shall be made in amounts and at times set forth in the Agreement and shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the County. Prior to payment, the Contractor must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses as allowed in the Agreement that are included in the invoice(s) must be supported with attached original billings for such expenses.

In addition, the County will retain 10% of all service payments, with such retention being released on final acceptance of the entire system, which will be defined during the contract negotiation phase.

5.15 Insurance

Proposers shall obtain, at their sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office.

Workers' Compensation Insurance, with limits for Coverage A Statutory-State of North Carolina and Coverage B Employers Liability \$500,000 each accident, disease policy limit and disease Each Employee.

Commercial General Liability - Combined single limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits of no less than \$1,000,000 per accident for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

Professional Liability (Errors and Omissions) applicable to any professional services provided under the agreement with limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

Cyber Liability Insurance, with limits not less than \$3,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Provider in this Agreement regarding sensitive information in any form in Provider's care, custody, or control, and shall include but not be limited to third party liability coverage for loss resulting



from denial of service, unauthorized access, security failure, system failure, extortion, or any failure to prevent disclosure of sensitive information, including but not limited to Confidential Information (defined herein). Breach/crisis response coverage must include actions required by federal and/or state statutes, and include but not be limited to notification, call center costs, regulatory fines and penalties, investigation, and identity theft and credit report services, with limits sufficient to respond to these obligations.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

If the Proposer does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate coverage must be presented by Provider PRIOR TO provision of any services associated with an Agreement.

In the event that Provider uses subcontractors to perform any of the services under this Agreement, then and in that event, Provider shall contractually require such subcontractor(s) to meet all of the requirements of this section.

5.16 Governing Law

This RFP and any contract resulting there from shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

5.17 Confidential Information/Public Records Law

INFORMATION SUBMITTED IN RESPONSE TO REQUESTS FOR BIDS, PROPOSALS, AND OTHER PROCUREMENT METHODS SUBJECT TO PUBLIC RECORDS LAW.

Wake County is subject to North Carolina's Public Records Act located in Chapter 132 of the North Carolina General Statutes. As a result, information submitted to and received by Wake County in response to a Request for Proposal/Request For Bid/Request For Quote/Request for Qualifications, or any other procurement method (collectively "Procurement Process"), is considered public record and may be released for public inspection after the contract award, or as otherwise permitted under NCGS § 143, without further notice to the proposer. The County does not intend to elicit confidential or trade secret information in response to a Procurement Process and assumes no responsibility for the submission of such information. Wake County reserves the right to share any information submitted in response to a Procurement Process with any person(s) or firm(s) involved in the review and evaluation phase of the Procurement Process.

CONFIDENTIAL OR TRADE SECRET INFORMATION

If a proposer nonetheless submits information in a bid proposal or other response to a Procurement Process and it considers such information to be confidential, then all four requirements of [NCGS 132-1.2](#) "Confidential Information" must be met for the County to consider withholding the information from public inspection in response to a public records request. **Among other legal requirements, information**

deemed to be “confidential” or “trade secret” by proposer must be clearly marked as such on the face of the document(s) at the time of the initial disclosure/submittal of RFP. In addition, although not required by law, Wake County requests that any proposer who submits a proposal or response containing any such designation of confidentiality also submit a second copy of the proposal or response with the respective page(s) or section(s) redacted. The County will not agree to withhold an entire proposal or response from public inspection, thus proposers should refrain from including blanket restrictions on disclosure or all-encompassing claims of confidentiality.

When a public records request is made for information contained in or attached to a proposal or response that has been clearly marked as “trade secret” or “confidential” upon its submission, Wake County may, in its discretion and without further notice, release the redacted copy of the proposal or response to the requester if one has been previously submitted. Otherwise, the proposer will be notified of the request and given an opportunity to provide within a reasonable period a written explanation of the basis for claiming protection under N.C.G.S. 66-152 and N.C.G.S. 132-1 and/or a redacted proposal or response. The County shall make the final determination on release of the information. Should any civil action be brought against the County in an effort to compel or prevent the disclosure of information contained in a proposal or response that is deemed confidential by a proposer, the proposer may participate at its own expense; and by deeming any information in a proposal or response confidential, proposer further agrees to indemnify and hold harmless the County for and against any costs incurred by the County as a result of such litigation, including but not limited to fees or expenses arising out of N.C.G.S. 66-153 and N.C.G.S. 132-9.

5.18 Compliance with Laws and Regulations

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Wake County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

5.19 Acceptance

Submission of any proposal indicates a Proposer’s acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County’s best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County’s best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

5.20 New Services

From time to time during the implementation period and afterward, the County may elect to have the Proposer perform services that are not specifically described in the Statement of Work but are related to the contracted services (the “New Services”). Prior to beginning work on any New Services, the Proposer and County will agree and document the scope of work to be performed and compensation rate. This will be accomplished through an amendment to the contract.

5.21 Client References

The County will not call proposers to tell them that their references will be contacted because all references provided may be contacted by the County during the selection process. Similarly, the County will not work through a proposer's Reference Manager to complete a reference.

5.22 E-Verify

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.

5.23 Iran and Israel Divestment Act

By signing this agreement; accepting this contract/purchase order or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to [NCGS 147 Article 6E, Iran Divestment Act](#), Iran Divestment Act Certification. Vendors and contractors shall not use any subcontractor that is identified on the Final Divestment List.

In addition, any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

5.24 Federal Uniform Guidance

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

NO FEDERAL FUNDS ARE ANTICIPATED TO BE USED FOR THE WORK SPECIFIED HERE-IN.

5.25 Anti-Discrimination

In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.