

STATE OF NORTH CAROLINA Department of Information Technology Finance Division	REQUEST FOR PROPOSAL NO. 41-2017-05SM	
	Offers will be publicly opened: February 8, 2018	
Refer <u>ALL</u> inquiries regarding this RFP to: Shamekia Gales Shamekia.Gales@nc.gov 919-754-6358	Issue Date: January 11, 2018	
	Commodity Number: 206-54	
	Description: 9-1-1 GIS synchronization and 911 database management services	
	Using Agency: Department of Information Technology	
See page 2 for mailing instructions.	Requisition No.: RQ20369602	

OFFER AND ACCEPTANCE: The State seeks offers for the Services and/or goods described in this solicitation. All offers and responses received shall be treated as offers to contract. The State's acceptance of any offer must be demonstrated by execution of the acceptance found below, and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: Best and Final Offers, if any, Special terms and conditions specific to this RFP, Specifications of the RFP, the Department of Information Technology Terms and Conditions, and the agreed portion of the awarded Vendor's offer.

EXECUTION: In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY, STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for ninety (90) days from date of offer opening unless otherwise stated here: ____ days

ACCEPTANCE OF OFFER: If any or all parts of this offer are accepted, an authorized representative of NC Department of Information Technology (NC DIT) shall affix their signature hereto and this document and the documents identified above shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the awarded Vendor(s).

<p>FOR NC DIT USE ONLY</p> <p>Offer accepted and contract awarded this ____ day of _____, 20__, as indicated on attached certification, by _____ (Authorized representative of NC DIT).</p>

DELIVERY INSTRUCTIONS: The Vendor must deliver one (1) **signed original** and one (1) **copy** of the Offer to Issuing Agency in a sealed package with Company Name and RFP Number clearly marked on the front. **Vendor must return all the pages of this solicitation in their response. The Vendor must also submit two (2) signed, executed electronic copy of its offer on a USB Flash Drive(s). The files should not be password-protected and should be capable of being copied to other media.**

Address envelope and insert offer number as shown below. Please note that the US Postal Service does not deliver any mail (US Postal Express, Certified, Priority, Overnight, etc.) on a set delivery schedule to this Office. **It is the responsibility of the Vendor to have the offer in this Office by the specified time and date of opening.**

DELIVER TO:
OFFER NUMBER: 41-2017-05SM Department of Information Technology Attn: Shamekia Gales 3700 Wake Forest Rd Raleigh, NC 27609

Sealed offers, subject to the conditions made a part hereof, will be received at February 9, 2018 until 2:00pm Eastern Standard Time on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Offers must be submitted in a sealed package with the Execution page signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed offer shall result in disqualification. All offers must comply with Section VI, Proposal Content and Organization.

Offers will not be accepted by electronic means. This RFP is available electronically at <https://www.ips.state.nc.us/ips/>. All inquiries regarding the RFP specifications or requirements are to be addressed to the contact person listed on Page One.

NON-RESPONSIVE OFFERS: Vendor offers will be deemed non-responsive by the State and will be rejected without further consideration or evaluation if statements such as the following are included:

- "This offer does not constitute a binding offer",
- "This offer will be valid only if this offer is selected as a finalist or in the competitive range",
- "The Vendor does not commit or bind itself to any terms and conditions by this submission",
- "This document and all associated documents are non-binding and shall be used for discussion purposes only",
- "This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties", or
- A statement of similar intent.

VENDOR'S LICENSE OR SUPPORT AGREEMENTS: The terms and conditions of the Vendor's standard services, license, maintenance or other agreement(s) applicable to Services, Software and other Products acquired under this RFP may apply to the extent such terms and conditions do not materially change the terms and conditions of this RFP. In the event of any conflict between the terms and conditions of this RFP and the Vendor's standard agreement(s), the terms and conditions of this RFP relating to audit and records, jurisdiction, choice of law, the State's electronic procurement application of law or administrative rules, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability in the DIT Terms and Conditions herein shall apply in all cases and supersede any provisions contained in the Vendor's relevant standard agreement or any other agreement. The State shall not be obligated under any standard license and/or maintenance or other Vendor agreement(s) to indemnify or hold harmless the Vendor, its licensors, successors or assigns, nor arbitrate any dispute, nor pay late fees, legal fees or other similar costs.

DIGITAL IMAGING: The State will digitize the Vendor's response if not received electronically, and any awarded contract together with associated contract documents. This electronic copy shall be a preservation record, and serve as the official record of this solicitation with the same force and effect as the original written documents comprising such record. Any printout or other output readable by sight shown to reflect such record accurately is an "original."

QUESTIONS CONCERNING RFP: Written questions concerning this RFP will be received until January 25, 2018 at 2:00pm Eastern Standard Time. They must be sent via e-mail to: Shamekia.Gales@nc.gov. Please insert "**Questions 41-2017-05SM**" as the subject for the email. The questions should be submitted in the following format:

Citation	Vendor Question	The State's Response
Offer Section, Page Number		

The State will prepare responses to all written questions submitted, and post an addendum to the Interactive Purchasing System (IPS) <https://www.ips.state.nc.us/ips/>. Oral answers are not binding on the State.

Vendor contact regarding this RFP with anyone other than Shamekia Gales may be grounds for rejection of said Vendor's offer.

ADDENDUM TO RFP: If a pre-offer conference is held or written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by the State will be posted to the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/>, and shall become an Addendum to this RFP. Vendors' questions posed orally at any pre-offer conference must be reduced to writing by the Vendor and provided to the Purchasing Officer as directed by said Officer.

Critical updated information may be included in these Addenda. It is important that all Vendors bidding on this RFP periodically check the State website for any and all Addenda that may be issued prior to the offer opening date.

BASIS FOR REJECTION: Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the specifications or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed specification is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State.

NOTICE TO VENDORS: The State may, but will not be required to evaluate or consider any additional terms and conditions submitted with an Offeror's response. This applies to any language appearing in or attached to the document as part of the Offeror's response. By execution and delivery of this Invitation for Offer and response(s), the Offer agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect unless such are specifically accepted by the State.

LATE OFFERS: Regardless of cause, late offers will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late offers will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: The NC electronic Vendor Portal (eVP) allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and Services available on the Interactive Purchasing System at the following web site: <https://www.ips.state.nc.us/ips>

POINTS OF CONTACT: Contact by the Offeror with the persons shown below for contractual and technical matters related to this RFP is only permitted if expressly agreed to by the procurement officer named on page 2, or upon award of contract:

Vendor Contractual Point of Contact	Vendor Technical Point of Contact
<p>[NAME OF VENDOR] Street: [STREET ADDRESS] [CITY, STATE, ZIP] Attn: Assigned Contract Manager</p>	<p>[NAME OF VENDOR] Street: [STREET ADDRESS] [CITY, STATE, ZIP] Attn: Assigned Technical Lead</p>

State Point of Contact
<p>NC Department of Information Technology Finance Division Street: 3700 Wake Forest Rd. Raleigh, NC 27606 Attn: Shamekia Gales</p>

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I. Introduction

The purpose of this RFP and any resulting contract award is to solicit offers for the services of a qualified vendor to provide statewide 9-1-1 GIS synchronization and 9-1-1 database management services for routing 9-1-1 calls. All proposed services are required to comply with NENA i3 NG9-1-1 GIS standards, and can support a fully functional NG9-1-1 geo-based call routing platform.

Capabilities sought by this RFP are a vendor that will provide:

1. The collection of GIS street files, boundaries and 9-1-1 data currently used by all 117 PSAPs
2. The collection of ALI information from all 117 PSAPs
3. The collection of MSAP information from all 117 PSAPs
4. Data synchronization of ALI, MSAG and GIS provided files
 - a. Synchronization will include support for discrepancy and error correction with the PSAPs
5. Creation of GIS workflows for establishing GIS as the primary data management tool to maintain the NG9-1-1 database
6. Ongoing geodatabase management support for a period of time to manage the GIS, data and spatial interface function to the ECRF
7. Optionally an ECRF that will interface with the selected statewide NG9-1-1 vendor

The North Carolina 911 Board (911 Board) is an agency within the NC Department of Information Technology (DIT). The 911 Board has contracted with AT&T for the implementation of a statewide Emergency Services IP Network (ESInet), and a Hosted Call Processing system. This is part of a transition into a fully functional Next Generation 9-1-1 (NG9-1-1) eco-system compliant with the NENA i3 Standards and Best Practices. The work described in this RFP will be used by the ESInet Provider to route 9-1-1 calls. North Carolina is the twenty eighth largest state in terms of size, encompassing 53,819 square miles with a population of approximately 10,042,802 in 100 counties. North Carolina has many populated cities and urbanized areas, but by land mass North Carolina is primarily a rural state with a mountainous region in the west and a coastal region in the east. The top five most populous metropolitan areas are listed in the following table:

Table 1: Most Populous NC Metropolitan Areas

Rank	City	County	Population
1	Charlotte	Mecklenburg	827,097
2	Raleigh	Wake	451,066
3	Greensboro	Guilford	285,342
4	Durham	Durham	257,636
5	Winston-Salem	Forsyth	241,218

North Carolina has one hundred seventeen (117) County and Municipally -operated primary PSAPs that require interconnection to the ESInet, and the ability to route calls through a GIS database engine. The State wishes to engage with a single vendor to perform services. The awarded Vendor will be responsible for all services provided by their proposed subcontractors, if so utilized. All subcontractors and their roles, responsibilities and accountable tasks shall be identified in the Vendor's responses.

Other State Agencies have interests in GIS systems, data and use of such pursuant to their respective legislative authority. These agencies may have relevant data that could be used by the vendor to adjust, augment or modify the existing maps and data. The 911 Board is aware of GIS efforts, by the following:

- NCDOT Local Road Collection
- AddressNC

The 911 Board anticipates that other GIS efforts, together with any contract resulting from this RFP, may be coordinated through an Information Technology Project pursuant to G.S. 143B-1340 *et seq.* It is also anticipated that the awarded Vendor may participate in the Project, and may work with other Agencies to ensure the NG9-1-1 requirements for data development and maintenance are met. Participation may include adding to or modifying existing work and/or workflow processes that are currently used to manage 9-1-1 data and to create a procedure for spatially managing the NG9-1-1 call routing database. Other GIS efforts are expected to support a State-wide Linear Referenced System (LRS) and provide the base for State-wide geocoding and routing. The State wants to avoid duplicating GIS efforts and costs for the separate development and maintenance of multiple centerline related datasets. Although the 911 Board cannot provide specific information or controls for other GIS efforts identified, the Board seeks to ensure that Vendors are aware of the potential future coordination among such efforts and NextGen 9-1-1 GIS.

TERM CONTRACT: This solicitation will result in a Term Contract pursuant to 9 NCAC 06B.0701(1) for the NC 911 Board. *The Agreement shall be and operate as a single Vendor contract.* The Agreement it may be used as a Convenience Contract, available, but not mandatory, for the use of non-State Agencies permitted by law. Such entities include the North Carolina University System and its member campuses, Instructional components of the Department of Public Instruction, Instructional components of the North Carolina Community College System, as well as local (municipal and county) governments.

In addition, the State reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated specifications as to quantity, quality, delivery, service, geographical areas; and where other factors are deemed to be necessary or proper to the purchase in question.

II. Bidding Information

A. Procurement Schedule

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsibility	Date
Issue of RFP	Department of Information Technology	1/11/18
Deadline To Submit Additional Questions	Potential Vendors	1/25/18
Response to Written Questions/RFP Amendments	Department of Information Technology	1/30/18
Submission of Offer	Vendor(s)	2/8/18
Offer Evaluation	Evaluation Committee	TBD
Selection of Finalists	Evaluation Committee	TBD

Action	Responsibility	Date
Negotiations (optional)	Evaluation Committee designees and selected Vendor(s)	
Best and Final Offers from Finalists (optional)	Vendors	TBD
Oral Presentation and/or Product Demonstrations by Finalists (optional)	Vendors	TBD
Contract Award	IT Procurement Office	4/9/18
Protest Deadline	Vendors	15 days after award

B. Instructions to Vendors

Additional acronyms, definitions and abbreviations may be included in the text of the RFP.

- 1) Offers submitted electronically, or via facsimile (FAX) machine will not be accepted.
- 2) **EXECUTION:** Failure to sign under EXECUTION section will render offer invalid.
- 3) **PROMPT PAYMENT DISCOUNTS:** Vendors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the Agreement except as a factor to aid in resolving cases of identical prices.
- 4) **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
- 5) **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Electronic Vendor Portal (eVP) allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and Services available on the Interactive Purchasing System at the following web site: <https://vendor.ncgov.com/vendor/login>
- 6) **ORGANIZATION:** Vendors are directed to carefully review Section VI herein and fully comply with the content and organizational requirements therein.
- 7) **E-PROCUREMENT: This is an E-Procurement solicitation.** See paragraph #38 of the attached North Carolina Department of Information Technology Terms and Conditions Services made part of this solicitation contain language necessary for the implementation of North Carolina's statewide E-Procurement initiative. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By signature, the Vendor acknowledges acceptance of all terms and conditions including those related to E-Procurement.
 - a) General information on the E-Procurement service can be found at <http://eprocurement.nc.gov/>
 - b) Within two days after notification of award of a contract, the Vendor must register in NC E-Procurement @ Your Service at the following web site: <http://eprocurement.nc.gov/Vendor.html>

- c) As of the RFP submittal date, the Vendor must be current on all E-Procurement fees. If the Vendor is not current on all E-Procurement fees, the State may disqualify the Vendor from participation in this RFP.
- 8) **E-VERIFY:** Pursuant to N.C.G.S. §143B-1350(k), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Any awarded Vendor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.
- 9) **RESTRICTIONS ON CONTRACTS WITH THE STATE:** Reserved.
- 10) **PROPOSAL SIZE:** Vendors are directed to limit the size of their response to no more than 200 pages including text, diagrams, drawings, and attachments.

C. General Conditions for Proposals

- 1) **DEFINITIONS, ACRONYMS AND ABBREVIATIONS:** Generally, see 9 NCAC 06A.0102 for definitions. The following are additional defined terms:
 - a) **24x7:** A statement of availability of systems, communications, and/or supporting resources every hour (24) of each day (7 days weekly) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.
 - b) **Deliverables:** Deliverables, as used herein, shall comprise all Hardware, Vendor Services, professional Services, Software and provided modifications to any Software, and incidental materials, including any goods, Software or Services access license, data, reports and documentation provided or created during the performance or provision of Services hereunder. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software.
 - c) **Goods:** Includes intangibles such as computer software; provided, however that this definition does not modify the definition of "goods" in the context of N.C.G.S. §25-2-105 (UCC definition of goods).
 - d) **NCDIT or DIT:** The NC Department of Information Technology, formerly Office of Information Technology Services.
 - e) **Open Market Contract:** A contract for the purchase of goods or Services not covered by a term, technical, or convenience contract.
 - f) **Reasonable, Necessary or Proper:** as used herein shall be interpreted solely by the State of North Carolina.
 - g) **RFP:** Request for Proposal
 - h) **The State:** Is the State of North Carolina, and its Agencies.
 - i) **Vendor:** Company, firm, corporation, partnership, individual, etc., submitting an offer in response to a solicitation.
- 2) **READ AND REVIEW:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all specifications, requirements and the State's intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from the State's contact person listed on the front page of the solicitation. Questions and clarifications must be submitted in writing and may be submitted by personal delivery, letter, fax or e-mail within the time period identified hereinabove.
- 3) **VENDOR RESPONSIBILITY:** The Vendor(s) will be responsible for investigating and recommending the most effective and efficient technical configuration. Consideration shall be given to the stability of the proposed configuration and the future direction of technology, confirming to the best of their ability that the recommended approach is not short lived. Several approaches may exist for hardware configurations, other products and any software. The Vendor(s) must provide a justification for their proposed hardware, product and software solution(s) along with costs thereof. Vendors are

encouraged to present explanations of benefits and merits of their proposed solutions together with any accompanying Services, maintenance, warranties, value added Services or other criteria identified herein. The Vendor acknowledges that, to the extent the awarded contract involves the creation, research, investigation or generation of a future RFP or other solicitation; the Vendor will be precluded from bidding on the subsequent RFP or other solicitation and from serving as a subcontractor to an awarded vendor. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Vendor, or as a subcontractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP or other solicitation.

- 4) **ELIGIBLE VENDOR:** The Vendor certifies that in accordance with N.C.G.S. §143-59.1(b), Vendor is not an ineligible vendor as set forth in N.C.G.S. §143-59.1 (a).
- 5) **ORAL EXPLANATIONS:** The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this RFP with anyone other than the Agency contact or procurement officer named on Page 2 above may be grounds for rejection of said Vendor's offer. Agency contact regarding this RFP with any Vendor may be grounds for cancellation of this RFP.
- 6) **INSUFFICIENCY OF REFERENCES TO OTHER DATA:** Only information that is received in response to this RFP will be evaluated. Reference to information previously submitted or Internet Website Addresses (URLs) will not suffice as a response to this solicitation.
- 7) **CONFLICT OF INTEREST:** Applicable standards may include: N.C.G.S. §§143B-1352 and 143B-1353, 14-234, and 133-32. The Vendor shall not knowingly employ, during the period of the Agreement, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of the State and who are providing Services involving, or similar to, the scope and nature of this solicitation or the resulting contract.
- 8) **CONTRACT TERM:** A contract awarded pursuant to this RFP shall have an effective date as provided in the Notice of Award. The term is anticipated at minimum of **three** (3) years, and will be determined upon receipt and evaluation of RFP responses. The term established will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier. The State retains the option to extend the awarded contract for **two** (2) additional term periods at its sole discretion.
- 9) **EFFECTIVE DATE:** This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State purchasing authority/official or Agency official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the State purchasing official, and that date has arrived or passed. The State shall not be responsible for reimbursing the Vendor for goods provided nor Services rendered prior to the appropriate signatures and the arrival of the effective date of the Agreement. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the Agreement.
- 10) **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of goods purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of the purchasers at the NCDIT Statewide IT Procurement Office those products or packaging they offer which have recycled content and that are recyclable.
- 11) **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to N.C.G.S. §§143B-1361(a), 143-48 and 143-128.4 and any applicable Executive Order, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business

enterprises and non-profit work centers for the blind and severely disabled. Additional information may be found at: <http://ncadmin.nc.gov/businesses/hub/>.

- 12) **CLARIFICATIONS/INTERPRETATIONS:** Any and all amendments or revisions to this document shall be made by written addendum from the DIT Procurement Office. Vendors may call the purchasing agent listed on the first page of this document to obtain a verbal status of contract award. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
- 13) **RIGHTS RESERVED:** While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of North Carolina, or the procuring Agency, to award a contract. Upon determining that any of the following would be in its best interests, the State may:
 - a) waive any formality;
 - b) amend the solicitation;
 - c) cancel or terminate this RFP;
 - d) reject any or all offers received in response to this RFP;
 - e) waive any undesirable, inconsequential, or inconsistent provisions of this RFP;
 - f) if the response to this solicitation demonstrate a lack of competition, negotiate directly with one or more Vendors;
 - g) not award, or if awarded, terminate any contract if the State determines adequate State funds are not available; or
 - h) if all offers are found non-responsive, determine whether Waiver of Competition criteria may be satisfied, and if so, negotiate with one or more known sources of supply.
- 14) **ALTERNATE OFFERS:** The Vendor may submit alternate offers for various levels of service(s) or products meeting specifications. Alternate offers must specifically identify the RFP specifications and advantage(s) addressed by the alternate offer. Any alternate offers must be clearly marked with the legend as shown herein. Each offer must be for a specific set of Services or products and offer at specific pricing. If a Vendor chooses to respond with various service or product offerings, each must be an offer with a different price and a separate RFP offer. Vendors may also provide multiple offers for software or systems coupled with support and maintenance options, provided, however, all offers must satisfy the specifications.

Alternate offers must be clearly marked
“Alternate Offer for ‘name of Vendor’”

and numbered sequentially with the first offer if separate offers are submitted.

This legend must be in bold type of not less than 14-point type on the face of the offer, and on the text of the alternative offer.

- 15) **CO-VENDORS:** Vendors may submit offers as partnerships or other business entities. Such partners or other “co-Vendors”, if any, shall disclose their relationship fully to the State. The State shall not be obligated to contract with more than one Vendor. Any requirements for references, financial statements or similar reference materials shall mean **all** such partners or co-Vendors.
- 16) **SUBMITTING AN OFFER:** Each Vendor submitting an offer warrants and represents that:
 - a) The offer is based upon an understanding of the specifications and requirements described in this RFP.
 - b) Costs for developing and delivering responses to this RFP and any subsequent presentations of the offer as requested by the State are entirely the responsibility of the Vendor. The State is not liable for any expense incurred by the Vendors in the preparation and presentation of their offers.

- 17) **SUBMITTED MATERIALS:** All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and the Vendor resulting from this RFP process.
- 18) **MODIFICATIONS TO OFFER:** An offer may not be unilaterally modified by the Vendor.

D. Evaluation Process

- 1) **BEST VALUE:** "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" Information Technology procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement. Evaluation shall also include compliance with information technology project management policies, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation.
- 2) **SOURCE SELECTION** A trade-off/ranking method of source selection will be utilized in this procurement to allow the State to award this RFP to the Vendor providing the Best Value, and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against other non-price factors.
 - a) The evaluation committee may request clarifications, an interview with or presentation from any or all Vendors as allowed by 9 NCAC 06B.0307. However, the State may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified personnel to Raleigh, North Carolina, to discuss technical and contractual aspects of the offer.
 - b) Evaluation Process Explanation. State Agency employees will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation criteria. Any references in an answer to another location in the RFP materials or Offer shall have specific page numbers and sections stated in the reference.
 - c) To be eligible for consideration, a Vendor's offer must substantially conform to the intent of all specifications. Compliance with the intent of all specifications will be determined by the State. Offers that do not meet the full intent of all specifications listed in this RFP may be deemed deficient. Further, a serious deficiency in the offer to any one factor may be grounds for rejection regardless of overall score.
 - d) Vendors are advised that the State is not obligated to ask for, or accept after the closing date for receipt of offer, data that is essential for a complete and thorough evaluation of the offer.
- 3) **BEST AND FINAL OFFERS (BAFO):** If negotiations or subsequent offers are solicited, the Vendors shall provide BAFOs in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. The State may establish a competitive range based upon evaluations of offers, and request BAFOs from the Vendors within this range; e.g. "Finalist Vendors". The State will evaluate BAFOs and add any additional weight to the Vendors' respective offer. Additional weight awarded from oral presentations and product demonstrations during negotiations, if any, will be added to the previously assigned weights to attain their final ranking.
- 4) **EVALUATION CRITERIA:** Each of the criteria below shall be evaluated in accordance with the solicitation documents:

- a) Substantial Conformity to Solicitation Specifications
 - b) Strength of references relevant or material to technology area(s), or Specifications.
 - c) Illustration(s) and/or explanations of the Statewide Technical Architecture objectives, principles and best practices to the proposed solution.
 - d) Cost
- 5) **PAST PERFORMANCE:** The Vendor may be disqualified from any evaluation or award if the Vendor or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with the State, or violated rules or statutes applicable to public bidding in the State.
 - 6) **EVALUATION METHOD:** This procurement will be evaluated in accordance with the State's Narrative Method; meaning the State agency will identify the major criteria that are critical to the success of the RFP and compare Vendor Offers.
 - 7) **INTERACTIVE PURCHASING SYSTEM (IPS):** The State has implemented links to the Interactive Purchasing System (IPS) that allow the public to retrieve offer award information electronically from our Internet web site: <https://www.ips.state.nc.us/ips/>. Click on the IPS BIDS icon, click on Search for BID, enter the Agency prefix-offer number 41-2017-05SM, and then search. This information may not be available for several weeks dependant upon the complexity of the acquisition and the length of time to complete the evaluation process.
 - 8) **PROTEST PROCEDURES:** Protests of awards exceeding \$25,000 in value must be submitted to the issuing Agency at the address given on the first page of this document. Protests must be received in this office within fifteen (15) calendar days from the date of this RFP award and provide specific reasons and any supporting documentation for the protest. **All protests will be governed by Title 9, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.**

III. Technical Proposal

- 1) **ENTERPRISE ARCHITECTURE STANDARDS:** The North Carolina Statewide Technical Architecture is located at the following website: (<https://it.nc.gov/services/it-architecture/statewide-architecture-framework>). This provides a series of domain documents describing objectives, principles and best practices for the development, implementation, and integration of business systems. Agencies and Vendors should refer to these Architecture documents when implementing enterprise applications and/or infrastructure.
- 2) **ENTERPRISE LICENSING:** In offering the best value to the State, Vendors are encouraged to leverage the State's existing resources and license agreements. The agreements may be viewed at: <http://it.nc.gov/services/license-and-agreements>
 - a) Identify components or products that are needed for your solution that may not be available with the State's existing license agreement.
 - b) Identify and explain any components that are missing from the State's existing license agreement.
 - c) If the Vendor can provide a more cost effective licensing agreement, please explain in detail the agreement and how it would benefit the State.
 - d) Explain the transportability and transferability of the proposed license agreements. Any licenses or warranties purchased on behalf of the State for this project must be transferable at the time the Vendor is paid under contract for said component
- 3) **VIRTUALIZATION:** Reserved
- 4) **NCID:** Reserved
- 5) **CLOUD SERVICE PROVIDERS (CSPs):** For offers featuring a cloud-hosted solution, vendors shall describe how the proposed solution will support the agency's information system security compliance

requirements as described in the Statewide Information Security Manual, specifically relating to, and without limitation, the sections relating to cloud services: <http://it.nc.gov/statewide-resources/policies>. *The 9-1-1 GIS synchronization and 911 database management services will be required to receive and securely manage all GIS related data. As such, the 9-1-1 GIS synchronization and 911 database management services will be classified as NENA i3, Statewide Critical/Moderate.* To comply with policy, State agencies are required to perform annual security/risk assessments on their information systems using NIST 800-53 controls. This requirement additionally applies to all vendor provided, agency managed Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) solutions. Assessment reports such as the Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type 2, SSAE 16, and ISO 27001 are preferred and offered solutions already meeting these requirements are requested to include these reports as part of their submission. The expectation is for the vendor to supply a hosted GIS system with capabilities for performing the management and maintenance of the NG9-1-1 geo-database. The GIS system must contain the ability to perform the spatial interface functions necessary to replicate to the ECRF within the NG9-1-1 system. In addition, the GIS system must meet the State security policies as defined.

- 6) **SOLUTIONS NOT HOSTED ON STATE INFRASTRUCTURE:** For offers featuring a solution not hosted on State infrastructure, vendors shall describe how the proposed solution will support the agency's information system security compliance requirements as described in the Statewide Information Security Policies: <http://it.nc.gov/statewide-resources/policies>. To comply with these policies State agencies are required to perform annual security/risk assessments on their information systems using NIST 800-53 controls. This requirement additionally applies to all agency managed Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) solutions. Assessment reports such as the Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type 2, SSAE 16, and ISO 27001 are preferred and offered solutions already meeting these requirements are requested to include these reports as part of their submission.
- 7) **BRANDING:** Reserved
- 8) **EQUIVALENT ITEMS:** Whenever a material, article or piece of equipment is identified in the specification(s) by reference to a manufacturer's or Vendor's name, trade name, catalog number or similar identifier, it is intended to establish a standard for determining substantial conformity during evaluation, unless otherwise specifically stated as a brand specific requirement (no substitute items will be allowed). Any material, article or piece of equipment of other manufacturers or Vendors shall perform to the standard of the item named. Equivalent offers must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, shall be furnished at no expense to the State and if not destroyed in the evaluation process, may be returned to the Vendor at the Vendor's expense.
- 9) **LITERATURE:** All offers shall include specifications and technical literature sufficient to allow the State to determine that the proposed solution substantially meets all specifications. This technical literature will be the primary source for evaluation. If a specification is not addressed in the technical literature it must be supported by additional documentation and included with the offer. Offer responses without sufficient technical documentation may be rejected.
- 10) **EQUIVALENT GOODS:** The State may, in its sole discretion, investigate any substitute or equivalent goods irrespective of any representation made by a Vendor or manufacturer.
- 11) **DEVIATION FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly identified as an exception and listed on a separate page labeled "Exceptions to Specification." Any deviations shall be explained in detail. **The Vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable. Offers of alternative or non-equivalent goods or services may be rejected if not found substantially conforming; and**

if offered, must be supported by independent documentary verification that the offer substantially conforms to the specified goods or services specification.

- 12) **SCOPE OF WORK:** The selected Vendor will aggregate the specified GIS data layers and their representative attributes into a seamless statewide dataset. The basis of this aggregated dataset will come from a combination of available source data from local PSAPs, County and Municipal governments, North Carolina state agencies, and any specific or unique data capabilities and resources derived from the Vendor.

The Vendor's geodatabase model is required to comply with the NENA GIS Data Model standards for the NG9-1-1. Please refer to Attachment B for the NENA data dictionary. The GIS data layers listed below and their associated attribute data represents the expectation for the NG9-1-1 geodatabase created through the proposed process by the GIS vendor. These data layers are required to enable ECRF/LVF functions within the NG9-1-1 system.

- Road Centerlines
- Site/Structure Address Points
- Administrative Boundary
 - State
 - County

The GIS vendor will include and use all existing and available source data that is commonly used in legacy 9-1-1 call routing to aid in development of the NG9-1-1 geodatabase. This includes the ALI database, MSAG, and GIS maps. The GIS vendor will also be involved in the coordination and oversight necessary to compile the statewide aggregation of data into the NG9-1-1 database. Typical attributes include:

- Centerline layer
- Address points layer
- Emergency services response boundary layers
- Other additional or supplemental layers as deemed necessary
- Synchronization of Automatic Location Identification (ALI)/GIS/ MSAG databases
 - Municipal
- Emergency Services Boundary
 - PSAP Boundary
 - Fire
 - Police
 - EMS
- Road Name Alias Table
- Cell Sector Location

The selected Vendor will aggregate the specified GIS data layers and their representative database attributes into a seamless statewide dataset that is synchronized with 9-1-1 call routing data (ALI and MSAG) to transition from legacy call routing into NG9-1-1 call routing. The basis of this aggregated dataset will come from a combination of available source data (ALI, GIS, MSAG and other appropriate files) from local PSAPs, County and Municipal governments, North Carolina state agencies, and any specific or unique data capabilities and resources derived from the Vendor.

In the process of synchronizing the statewide NG9-1-1 database, the Vendor will continually provide feedback to the PSAPs. Any gaps, errors and discrepancies that are identified will be referred to the PSAP for reconciliation with the existing database providers. It is the State's expectation that the actual remediation of the identified errors and discrepancies will be conducted by the local entities. The Vendor shall provide sufficient information and guidance to the local entities (PSAPs) for the remediation of their data. (Remediation may include ALI modifications, MSAG updates and correction of streets, boundaries and address points)

It is the responsibility of the Vendor to verify the completeness of the attribute information gathered and to identify the proposed solution to meet the intent of these specifications. Exceptions to any facet of the specifications must be clearly stated within the Vendor's proposal. Exceptions shall include an alternative where applicable. Any alternative must include a thorough description of the configuration, implementation and operation of the alternative to assist the evaluation team in understanding the purpose of the exception, and alternative.

- 13) **PROJECT ORGANIZATION:** Describe the organizational and operational structure it proposes to utilize for the work described in this RFP, and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

The Vendor shall provide project management and coordination to ensure the success of the overall project. The Vendor shall maintain regular contact with the NC 9-1-1 board, and the State project management office as well as the NG9-1-1 service provider to configure and implement the geographic (location based) call routing functionality.

In addition to any other necessary or suggested project management services, the Vendor will provide the following items:

a) **Single Point of Contact (SPOC)**

The Vendor shall assign a single point of contact (SPOC) to serve as the vendor's primary project manager to coordinate all aspects of the project with the NC 911 Board and the Board's designees. The SPOC will coordinate and work as needed with the NG9-1-1 service provider to ensure deliverables can be utilized for call routing. The SPOC shall remain engaged for the duration of the contract period and only replaced with written approval by the NC 911 Board. The Board reserves the right of approval of the proposed project manager or any reallocation of project managers for the duration of the contract period.

Also, Vendor shall provide the name and background of the proposed individual and provide a brief description of the responsibilities of the SPOC. While not required, a PMP certified PM is preferred.

b) **Project Kick-off meeting**

The Vendor shall coordinate a project kick-off meeting with NC 911 Board representatives and additional project stakeholders as necessary. The Vendor's project manager shall attend the kick-off meeting in person at the Boards designated meeting point.

The project kick-off meeting shall serve as a session with the entire team to communicate the project objectives and distribute a firm action plan.

The objective of the project kick-off meeting is to outline the project action plan, assign areas of responsibilities, and create a common understanding of the project outcomes and schedules. All potential stakeholders must be identified and every effort made by the vendor to conduct the kick-off to accommodate the stakeholders. Based upon the vendor's prior experience, scope of work, and size of the State the vendor will provide a "best effort" action plan here.

c) **Project Planning**

The Vendor shall provide a project management plan that will be tailored to the specifications for 9-1-1 GIS synchronization and 9-1-1 database management services. With numerous stakeholders and parallel projects/activities in flight proper scoping, scheduling, communications and risk management will be paramount. At a minimum, the vendor will provide the following management plans:

- **Scope Management Plan** (Includes: WBS development process, deliverable acceptance process)

- **Communications Management Plan** (Includes: Stakeholder Register, Stakeholder Communication Specifications, Communications Schedule)
- **Schedule Management Plan** (Includes: Performance Measurements Approach (i.e. Schedule Variance, Schedule Performance Index),
- **Change Management Plan**
- **Risk Management Plan** (Includes: Risk Assessment and Mitigation Methodology, Roles & Responsibility, and Timing of Risk Management activities)

14) **TECHNICAL SPECIFICATIONS**: Means, as used herein, a specification that documents the requirements of a system or system component. It typically includes functional requirements, performance requirements, interface requirements, design requirements, development standards, maintenance standards, or similar terms. Substantial conformity with technical specifications is required.

- a) Site and System Preparation: Vendors shall provide the Purchasing State Agency complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed or implemented shall operate properly and efficiently within the site and system environment. The Vendor shall advise the State of any site requirements for any Deliverables required by the State's specifications. Any alterations or modification in site preparation which are directly attributable to incomplete or erroneous specifications provided by the Vendor and which would involve additional expenses to the State, shall be made at the expense of the Vendor.
- b) Specifications: The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only processes, configuration, material and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver alternate or substitute Services, products, goods or other Deliverables. Alternate or substitute Services, products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified. See, Acceptance Criteria, below.
- c) Please describe your proposed solution's ability to meet the following specifications, including capabilities, features, and limitations. Refer to Attachment A for the Technical Specifications.

IV. Cost Proposal

- 1) **OFFER COSTS**: The Vendor must list and describe any applicable offer costs which may include the following:
 - a) Software License fees or costs
 - b) Base system software
 - c) Customization required or proposed addressing specification
 - d) Additional modules required or proposed addressing specifications
 - e) 3rd party software, if any, required for the operation of the system
 - f) Technical and user documentation
 - g) Installation/conversion/integration/transition costs
 - h) Training including training materials
 - i) Maintenance costs, to include, per year
 - j) Existing software upgrade/integration/training
 - k) Updates to supplemental files

- l) Revisions to documentation
 - m) Utilities
 - n) New functionality compared to prior available functionality in the market
 - o) Technical support/customer service, per year
 - p) Unlimited phone technical support for the technical staff
 - q) The costs for customization shall be detailed on an attached sheet of paper by item and cost for each base system modification.
 - r) The consulting and other value-added service hourly rates or costs shall be listed separately by type of service. Travel and lodging expenses, if any, must be thoroughly described; and are limited by the State's Terms and Conditions.
- 2) **PAYMENT PLAN PROPOSAL**: Payments shall be based upon clearly defined and mutually agreed upon deliverables. Payments will not occur more frequently than monthly.
- 3) **ALTERNATIVE COST RESPONSE**: Vendors who propose an Alternative cost response must submit a separate document labeled "ALTERNATIVE COST RESPONSE".

V. Other Requirements and Special Terms

- 1) **VENDOR UTILIZATION OF WORKERS OUTSIDE U.S.**: In accordance with N.C.G.S. §143B-1361(b), the Vendor must detail the manner in which it intends to utilize resources or workers in the RFP response. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's offer. The Vendor shall provide the following for any offer or actual utilization or contract performance:
- a) The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the Agreement and whether any of this work will be performed outside the United States
 - b) The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors
 - c) Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing Services under a state contract outside of the United States
 - d) Any Vendor or subcontractor providing call or contact center Services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center Services are being provided

Will any work under the Agreement be performed outside the United States?	YES _____ NO _____
Where will Services be performed:	_____

- 2) **SPECIAL TERMS AND CONDITIONS**:
- a) Paragraph #14 of the DIT Terms and Conditions is supplemented as follows: Any such audit shall be conducted only upon prior written notice of 30 days or more, and with the concurrence of The State for the date and time of any audit, and adherence to The State's security requirements during regular business hours at The State's offices and shall not unreasonably interfere with The State's business activities.
 - b) Reserved
 - c) Paragraph #9 of the DIT Terms and Conditions is supplemented as follows: The Agency reserves the right to perform post-delivery and post-training acceptance testing for a period beginning at installation and lasting 30 Days. The Agency also reserves the right to have an independent Vendor conduct assurance testing pertaining to the functions, auditability, and related matters. At any time before the end of the test and assurance period the Agency may require any or all of the following:

- i) Have the Vendor modify the installed software to eliminate the deficiency to the Agency's satisfaction.
 - ii) Have the Vendor re-install a new copy of the software product(s).
 - iii) Extend the acceptance testing period for a period of 15 days to allow time for Vendor to remedy the problems.
 - iv) Remove the application software, cancel this Agreement, and recover payments extended from Agency funds.
- d) Reserved
- e) Maintenance: Reserved
- 3) **FINANCIAL STATEMENTS:** Agencies must determine that a Vendor has sufficient financial resources to perform. GS 143B-1350(h1). The Vendor shall provide evidence of financial stability with its response to this RFP as further described hereinbelow. As used herein, Financial Statements shall exclude tax returns and compiled statements.
- a) For a publicly traded company, Financial Statements for the past three (3) fiscal years, including at a minimum, income statements, balance sheets, and statement of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one year. If less than 3 years, The Vendor must explain the reason why they are not available.
 - b) For a privately held company, when certified audited financial statements are not prepared: a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition.
 - c) The State may, in its sole discretion, accept evidence of financial stability other than Financial Statements for the purpose of evaluating Vendors' responses to this RFP. The State reserves the right to determine whether the substitute information meets the requirements for Financial Information sufficiently to allow the State to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of this RFP award. Scope Statements issued may require the submission of Financial Statements and specify the number of years to be provided, the information to be provided, and the most recent date required.
- 4) **DISCLOSURE OF LITIGATION:** The Vendor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, may constitute a material breach of the Agreement.
- a) The Vendor shall notify the State in its offer, if it, or any of its subcontractors, or their officers, directors, or key personnel who may provide Services under any contract awarded pursuant to this solicitation, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. The Vendor shall promptly notify the State of any criminal litigation, investigations or proceeding involving the Vendor or any subcontractor, or any of the foregoing entities' then current officers or directors during the term of the Agreement or any Scope Statement awarded to the Vendor.
 - b) The Vendor shall notify the State in its offer, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments against it or its subcontractors during the three (3) years preceding its offer, or which may occur during the term of any awarded to the Vendor pursuant to this solicitation, that involve (1) Services or related goods similar to those provided pursuant to any contract and that involve a claim that may affect the viability or financial stability of the Vendor, or (2) a claim or written allegation of fraud by the Vendor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Vendor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Vendor or subcontractor

shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Vendor or subcontractor.

- c) All notices under subsection A and B herein shall be provided in writing to the State within thirty (30) calendar days after the Vendor learns about any such criminal or civil matters; unless such matters are governed by the DIT Terms and Conditions annexed to the solicitation. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Vendor may rely on good faith certifications of its subcontractors addressing the foregoing, which certifications shall be available for inspection at the option of the State.
- 5) **CRIMINAL CONVICTION:** In the event the Vendor, an officer of the Vendor, or an owner of a 25% or greater share of the Vendor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of North Carolina employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Vendor's business integrity and such vendor shall be prohibited from entering into a contract for goods or Services with any department, institution or agency of the State.
- 6) **SECURITY AND BACKGROUND CHECKS:** The Agency reserves the right to conduct a security background check or otherwise approve any employee or agent provided by the Vendor, and to refuse access to or require replacement of any such personnel for cause, including, but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with the Agency's security or other requirements.
- 7) **ASSURANCES:** In the event that criminal or civil investigation, litigation, arbitration or other proceedings disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of the Agreement, causes the State to be reasonably concerned about:
 - a) the ability of the Vendor or its subcontractor to continue to perform the Agreement in accordance with its terms and conditions, or
 - b) whether the Vendor or its subcontractor in performing Services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of the Agreement or violation of law, regulation or public policy, then the Vendor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: the Vendor or its subcontractors hereunder will be able to continue to perform the Agreement in accordance with its terms and conditions, and the Vendor or its subcontractors will not engage in conduct in performing Services under the Agreement which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.
- 8) **CONFIDENTIALITY OF DATA AND INFORMATION:** All RFP responses, information marked as confidential or proprietary, financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Vendor in order to carry out the Agreement, or which become available to the Vendor in carrying out the Agreement, shall be protected by the Vendor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. If the methods and procedures employed by the Vendor for the protection of the Vendor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section. The Vendor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Vendor without restriction, (3) information independently developed or acquired by the Vendor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Vendor and its personnel

may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

- 9) **PROJECT MANAGEMENT:**) All project management and coordination on behalf of the Agency shall be through a single point of contact designated as the Agency Project Manager. The Vendor shall designate a Vendor Project Manager who will provide a single point of contact for management and coordination of the Vendor's work. All work performed pursuant to the Agreement shall be coordinated between the Agency Project Manager and the Vendor Project Manager.
- 10) **MEETINGS:**) The Vendor is required to meet with Agency personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Agreement. Meetings will occur as problems arise and will be coordinated by Agency. The Vendor will be given reasonable and sufficient notice of meeting dates, times, and locations. Face to face meetings are desired. However, at the Vendor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two (2) consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the Agreement.
- 11) **STOP WORK ORDER:** The State may issue a written Stop Work Order to Vendor for cause at any time requiring Vendor to suspend or stop all, or any part, of the performance due under the Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to the Vendor. The ninety (90) day period may be extended for any further period for which the parties may agree.
 - a) The Stop Work Order shall be specifically identified as such and shall indicate that it is issued under this term. Upon receipt of the Stop Work Order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work suspension or stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Vendor, or within any extension of that period to which the parties agree, the State shall either:
 - i) Cancel the Stop Work Order, or
 - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of the Agreement.
 - b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Vendor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Agreement price, or both, and the Agreement shall be modified, in writing, accordingly, if:
 - i) The Stop Work Order results in an increase in the time required for, or in the Vendor's cost properly allocable to the performance of any part of the Agreement, and
 - ii) The Vendor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon an offer submitted at any time before final payment under the Agreement.
 - c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for Convenience of the State, the State shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.
 - d) The State shall not be liable to the Vendor for loss of profits because of a Stop Work Order issued under this term.
- 12) **TRANSITION ASSISTANCE:** If the Agreement is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Vendor must provide for up to six (6) months after the expiration or cancellation of the Agreement, all reasonable transition assistance requested by the

State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Agreement, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Agreement for Contract performance. If the State cancels the Agreement for cause, then the State will be entitled to off set the cost of paying the Vendor for the additional resources the Vendor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.

13) **TERM EXTENSIONS**: Reserved

14) **FINANCIAL RESOURCES ASSESSMENT, QUALITY ASSURANCE, PERFORMANCE AND RELIABILITY**:

- a) Pursuant to N.C.G.S. §143B-1350(h)(1), Agencies must conduct a risk assessment, including whether the Vendor has sufficient financial resources to satisfy the agreed upon limitation of liability prior to the award of a contract with Vendor.
- b) Contract Performance Security. The State reserves the right to require performance guaranties pursuant to N.C.G.S. §143B-1340(f) and 09 NCAC 06B.1207 from the Vendor without expense to the State.
- c) Project Assurance, Performance and Reliability Evaluation – Pursuant to N.C.G.S. §143B-1340, the State CIO may require quality assurance reviews of Projects as necessary.

15) **UNANTICIPATED TASKS**: In the event that additional work must be performed that was wholly unanticipated, and that is not specified in the Agreement, but which in the opinion of both parties is necessary to the successful accomplishment of the contracted scope of work, the procedures outlined in this article will be followed. For each item of unanticipated work, the Vendor shall prepare a work authorization in accordance with the State's practices and procedures.

- a) It is understood and agreed by both parties that all of the terms and conditions of the Agreement shall remain in force with the inclusion of any work authorization. A work authorization shall not constitute a contract separate from the Agreement, nor in any manner amend or supersede any of the other terms or provisions of the Agreement or any amendment hereto.
- b) Each work authorization shall comprise a detailed statement of the purpose, objective, or goals to be undertaken by the Vendor, the job classification or approximate skill level or sets of the personnel required, an identification of all significant material then known to be developed by the Vendor's personnel as a Deliverable, an identification of all significant materials to be delivered by the State to the Vendor's personnel, an estimated time schedule for the provision of the Services by the Vendor, completion criteria for the work to be performed, the name or identification of Vendor's personnel to be assigned, the Vendor's estimated work hours required to accomplish the purpose, objective or goals, the Vendor's billing rates and units billed, and the Vendor's total estimated cost of the work authorization.
- c) All work authorizations must be submitted for review and approval by the procurement office that approved the original Contract and procurement. This submission and approval must be completed prior to execution of any work authorization documentation or performance thereunder. All work authorizations must be written and signed by the Vendor and the State prior to beginning work.
- d) The State has the right to require the Vendor to stop or suspend performance under the "Stop Work" provision of the North Carolina Department of Information Technology Terms and Conditions.

- e) The Vendor shall not expend Personnel resources at any cost to the State in excess of the estimated work hours unless this procedure is followed: If, during performance of the work, the Vendor determines that a work authorization to be performed under the Agreement cannot be accomplished within the estimated work hours, the Vendor will be required to complete the work authorization in full. Upon receipt of such notification, the State may:
 - i) Authorize the Vendor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the work authorization, or
 - ii) Terminate the work authorization, or
 - iii) Alter the scope of the work authorization in order to define tasks that can be accomplished within the remaining estimated work hours.
 - iv) The State will notify the Vendor in writing of its election within seven (7) calendar days after receipt of the Vendor's notification. If notice of the election is given to proceed, the Vendor may expend the estimated additional work hours or Services.

16) **DUE DILIGENCE**: Reserved.

17) **AGENCY SITE VISITS**: Reserved.

18) **VENDOR SITE VISITS**: Reserved.

19) **RESELLERS**: If the Offer is made by a Reseller that purchased the offered items for resale or license to the Agency, or offered based upon an agreement between the Offeror and a third party, and that the proprietary and intellectual property rights associated with the items are owned by parties other than the Reseller ("Third Parties"). The Agency further acknowledges that except for the payment to the Reseller for the Third Party items, all of its rights and obligations with respect thereto flow from and to the Third Parties. The Reseller shall provide the Agency with copies of all documentation and warranties for the Third Party items which are provided to the Reseller. The Reseller shall assign all applicable third party warranties for Deliverables to the Agency. The State reserves all rights to utilize existing agreements with such Third Parties or to negotiate agreements with such Third Parties as the State deems necessary or proper to achieve the intent of this RFP.

VI. Proposal Content and Organization

- 1) **CONTENTS OF PROPOSAL**: This section should contain all relevant and material information relating to the Vendor's organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the Services and/or provide the goods described in this RFP. If any relevant and material information is not provided, the offer may be rejected from consideration and evaluation. Offers will be considered and evaluated based upon the Vendor's full completion and response to the following, and any additional requirements herein, or stated in a separate Exhibit.
- 2) **INFORMATION AND DESCRIPTIVE LITERATURE**: The Vendor must furnish all information requested; and if response spaces are provided in this document, the Vendor shall furnish said information in the spaces provided. Further, if required elsewhere in this RFP, each Vendor must submit with their offer sketches, descriptive literature and/or complete specifications covering the products offered. References to literature submitted with a previous offer will not satisfy this provision. Proposals that do not comply with these requirements may be rejected.
- 3) **PROPOSAL CONTENT**: Demonstrate substantial conformity to the RFP specifications.
 - a) Clearly state your understanding of the problem(s) presented by this RFP.
 - i) Response to technical specifications
 - ii) Cost offer
 - b) Detailed description of the Vendor's firm should include all of the following:
 - i) Full name, address, and telephone number of the organization;

- ii) Date established;
 - iii) Background of firm;
 - iv) Ownership (public company, partnership, subsidiary, etc.);
 - v) If incorporated, state of incorporation must be included.
 - vi) Number of full-time employees on January 1st for the last three years or for the duration that the Vendor's firm has been in business, whichever is less.
- 4) **ERRATA OR EXCEPTIONS:** Any errata or exceptions must be stated on a separate page, labeled "Errata and/or Exceptions" with references to the corresponding terms or provisions of the Solicitation.
- 5) **OFFER FORMAT:** The offers should contain the entire solicitation and be organized in the exact order in which the requirements and/or desirable performance criteria are presented in the RFP. **The Execution page of this RFP must be placed at the front of the Proposal.** Each page should be numbered. The offer should contain a table of contents, which cross-references the RFP requirement and the specific page of the response in the Vendor's offer. All offers should be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.
- 6) **GENERAL INSTRUCTIONS:** Vendors are strongly encouraged to adhere to the following general instructions in order to bring clarity and order to the offer and subsequent evaluation process:
- a) Elaborate offers in the form of brochures or other presentations beyond that necessary to present a complete and effective offer are not desired.
 - b) The response should be complete and comprehensive with a corresponding emphasis on being concise and clear.
- 7) **RFP RESPONSE ORGANIZATION:** The offer should be organized and indexed in the following format and should contain, at a minimum, all listed items in the sequence indicated.
- a) Letter of Transmittal - Each offer must be accompanied by a letter of transmittal that provides the following information:
 - i) Identify the submitting organization;
 - ii) Identify the name, title, telephone and fax number, along with an e-mail address of the person authorized by the organization to contractually obligate the organization;
 - iii) Identify the name, title, telephone and fax number, along with an e-mail address of the person authorized to negotiate the Agreement on behalf of the organization;
 - iv) Identify the names, titles, telephone and fax number, along with an e-mail address of the person to be contacted for clarification;
 - v) Acknowledge receipt of any and all amendments to this RFP.
 - b) Table of Contents.
 - c) Response to Technical Specifications.
 - d) Completed Cost Offer.
 - e) References.
 - f) Financial Information.
 - g) Conflict of Interest:
 - i) Provide a statement that no assistance in preparing the response was received from any current or former employee of the State of North Carolina whose duties relate(d) to this RFP, unless such assistance was provided by the state employee in his or her official public

- capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFP;
- ii) State if the Vendor or any employee of the Vendor is related by blood or marriage to an Agency employee or resides with an Agency employee. If there are such relationships, list the names and relationships of said parties. Include the position and responsibilities within the Vendor's organization of such Vendor employees; and
 - iii) State the employing State Agency, individual's title at that State Agency, and termination date.
- h) Errata and Exceptions, if any. Offers conditioned upon acceptance of Vendor Exceptions may be determined to be non-responsive by the State.
 - i) Copy of the Vendor's License and Maintenance Agreements, if any. The State reserves the right to edit or modify these agreements to conform to the best interest of the State.
 - j) Other Supporting Material Including Technical System Documentation.
 - k) Training and Other Materials, Samples or Examples.
 - l) Within each section of their offer, Vendors should address the items in the order in which they appear in this RFP. Forms, if any provided in the RFP, must be completed and included in the appropriate section of the offer. All discussion of proposed costs, rates, or expenses must be presented with the cost response.
- 8) **ADHERENCE TO INSTRUCTIONS:** Any offer that does not adhere to these instructions may be deemed non-responsive and rejected on that basis.
- 9) **ATTACHMENTS:** Vendors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

Attachment A. Technical Specifications

1) Specification Responses

In this Attachment Vendors are required to provide detailed responses immediately following each specification.

If a Vendor provides an ALTERNATE to a specification, they must explain how they intend to meet the specification. This includes areas where a Vendor's proposal does not fully meet defined specifications. In such event, the Vendor must label the response as an ALTERNATE and present an alternative to meet the specification. It is strongly recommended that all submitted proposals meet all technical specifications identified in this Attachment.

2) Data Development

The tables in Attachments A and B are provided to guide the vendors technical responses and emphasize that the specifications for those responses are to be in alignment with current industry standards and guidelines. See, e.g. Attachment B, Standards References. **Source Data**

The Vendor will utilize GIS data developed and maintained at the local PSAP level as the primary source of data for this project. This data encompasses PSAPs, County and Municipal governments, and North Carolina state agencies that may have GIS data sources that can maximize the process of creating a State level GIS data source.

The PSAP developed GIS data represents the following features:

- Road centerlines
- Emergency services boundaries (Fire, Police, Emergency Medical Services [EMS])
- Administrative boundaries (State, County, Municipal)
- Some (but not all) site/structure address points

Additional data that will be used in data normalization includes the Master Street Address Guide (MSAG) from each PSAP and the Automatic Location Information (ALI) data that is used by the Telecommunications Providers. MSAG and ALI information is necessary to enhance the GIS data and to ensure a transition from the current (legacy) call routing system into a geographic routing (location based) call routing platform.

The Vendor may utilize additional sources of information that may be available such as AddressNC; which can supplement the known available data sources. The AddressNC database is being created and is not currently available but may be ready by July 1, 2018. Further information concerning this project may be obtained from the NC Center for Geographic Information and Analysis. Additional sources may also include relationships or partnerships with commercial firms, utilities, US Postal Service address datasets, etc. The North Carolina Department of Transportation has a statewide data center line database known as ROME which is available now. While this database was accurate at its inception, no attestation as to its accuracy based upon the frequency of updating can be made at this time.

Source Data Question

Provide an overview of their process to normalize information and explain how additional data sources may be used to supplement and improve upon the primary source data.

3) Ownership of Data

All data and information provided and collected in conjunction with the project will be returned to the State upon completion of the project. The Vendor will not, without written consent, copy or use such records, except to carry out contracted work, and will not transfer such records to any other party not involved in the performance of the contract pursuant to this RFP.

4) GIS Map Data Aggregation

All GIS data layers aggregated for this project will be maintained as feature classes in an Environmental Systems Research Institute's (ESRI) file geodatabase in a WGS 84 Latitude/Longitude projection prior to provisioning and loading the data into the ECRF/LVF system.

The Vendor's geodatabase model must comply with the NENA GIS Data Model standards for the NG9-1-1. Please refer to Attachment C at the end of this Attachment. The GIS data layers listed below and their associated attribute data represents the GIS map data to be aggregated and provisioned for the ECRF/LVF functions within the NG9-1-1 system.

- Road Centerlines
- Site/Structure Address Points
- Administrative Boundary
 - State
 - County
 - Municipal
- Emergency Services Boundary
 - PSAP Boundary
 - Fire
 - Police
 - EMS
- Road Name Alias Table
- Cell Sector Location

The selected Vendor will aggregate the specified GIS data layers and their representative attributes into a seamless statewide dataset. The basis of this aggregated dataset will come from a combination of available source data from local PSAPs, County and Municipal governments, North Carolina state agencies, and any specific or unique data capabilities and resources derived from the Vendor.

In the process of aggregating the statewide GIS map dataset, the Vendor will conduct a gap analysis in which they will identify errors and discrepancies within the various local datasets. It is the State's expectation that the actual remediation of the identified errors and discrepancies will be conducted by the local entities. The Vendor will provide sufficient information and guidance to the local entities (PSAPs) for the remediation of their data.

The Vendor will submit a database modeling specification document that outlines the database schema representing the GIS layers to be developed, to include fields, descriptions, field types, etc.

GIS MAP Aggregation Questions

- a) Submit a database modeling specification document that outlines the database schema representing the GIS layers to be developed, to include fields, descriptions, field types, etc.
- b) Provide a list of the aggregated data layers including any additional layers not identified here.
- c) Explain how you propose to conduct a gap analysis to identify errors and discrepancies.

A. GIS Layer Specifications

The following section identifies the common layers that contain the spatial database information required for NG9-1-1 functionality as defined by NENA. Vendors will provide a response to each section that acknowledges their understanding and demonstrates their capabilities to perform the activities necessary to ensure that all the PSAP data is synchronized for NG9-1-1 operations.

1) Road Centerlines

The Vendor will provide a statewide road centerlines GIS data layer.

When aggregating the road centerlines layer, the following specifications will be applied at a minimum:

Layer Specifications

- Adherence to the NENA NG9-1-1 GIS Data Model standards.
- Road centerlines must be broken at all intersections with other named and addressed road centerlines.
- Road centerlines must be broken at the intersection points of the following boundaries: State, County, Municipal, and PSAP.
- Address attributes will be compatible with the direction of digitizing for addressable road centerlines.
- Invalid dangle nodes will be corrected.
- The Vendor will identify all errors and discrepancies identified during the aggregation of this data layer and submit the identified errors and discrepancies to the local entity for remediation.

Road Centerlines Questions

- a) Describe your process for ensuring that road centerlines meet the criteria defined within the NG9-1-1 data standard, and ensure that the database is prepared to transition into geographic / location based call routing.
- b) Describe your methodology used to aggregate a statewide road centerlines GIS data layer. The description should include how the Vendor will adhere to the NENA standard for NG9-1-1 GIS Data Model.

2) Site/Structure Address Points

The Vendor will provide statewide address structure points within the GIS data layers. The description will present how the Vendor will adhere to the NENA standard for NG9-1-1 GIS Data Model.

When aggregating the site/structure address points layer, the following specifications will be applied at a minimum:

Layer Specifications

- Adherence to the NENA NG9-1-1 GIS Data Model standards.
- The Vendor will identify all errors and discrepancies identified during the aggregation of this data layer and submit the identified errors and discrepancies to the local entity for remediation.

Site/structure address points Questions

- a) Describe your process for ensuring that site/structure address points meet the criteria defined within the NG9-1-1 data standard and ensure that the database is prepared to transition into geographic / location based call routing.
- b) Include your methodology for aggregation of statewide address structure points within the GIS data layers. The description will present how the Vendor will adhere to the NENA standard for NG9-1-1 GIS Data Model.

3) **Administrative Boundary**

The Vendor will aggregate the administrative boundary information statewide into a GIS boundary data layer containing State, County and Municipal boundaries. The Vendor will describe the process for aggregating the administrative boundary information statewide into a GIS boundary data layer containing State, County and Municipal boundaries. The methodology is required to meet the NENA standard for NG9-1-1 GIS Data Model.

When aggregating the administrative boundary layers, the following specifications will be applied at a minimum:

Layer Specifications

- Adherence to the NENA NG9-1-1 GIS Data Model standards.
- The Vendor will identify all errors and discrepancies identified during the aggregation of this data layer and submit the identified errors and discrepancies to the local entity for remediation.

Administrative Boundary Questions

- a) Describe your process for ensuring that administrative boundaries meet the criteria defined within the NG9-1-1 data standard and ensure that the database is prepared to transition into geographic / location based call routing.
- b) Describe your process for aggregating the administrative boundary information statewide into a GIS boundary data layer containing State, County and Municipal boundaries.

4) **Emergency Services Boundary**

The Vendor will aggregate statewide emergency services boundary GIS data layers containing PSAP service areas and Police, Fire, EMS service areas. The methodology will include adherence to the NENA standards for NG9-1-1 GIS Data Model.

When aggregating the emergency services boundary layers, the following specifications will be applied at a minimum:

Layer Specifications

- Adherence to the NENA NG9-1-1 GIS Data Model standards.
- The Vendor will identify all errors and discrepancies identified during the aggregation of this data layer and submit the identified errors and discrepancies to the local entity for remediation.

Emergency Service Boundary Questions

- a) Describe your process for ensuring that emergency service boundaries meet the criteria defined within the NG9-1-1 data standard and ensure that the database is prepared to transition into geographic / location based call routing.
- b) Describe how your solution aggregates statewide emergency services boundary GIS data layers containing PSAP service areas and Police, Fire, EMS service areas. Also, describe how the methodology includes adherence to the NENA standards for NG9-1-1 GIS Data Model.

5) **Road Name Alias Table**

Road name aliases are often used to ensure that the roads follow the proper naming conventions across the state. The Vendor must create a statewide road name alias table. The methodology description will include how the Vendor will adhere to the NENA standard for NG9-1-1 GIS Data Model.

When creating the road name alias table, the following specifications will be applied at a minimum:

Layer Specifications

- Adherence to the NENA NG9-1-1 GIS Data Model standards.

Road Name Alias table Question

Describe your process for ensuring that road name alias tables meet the criteria defined within the NG9-1-1 data standard and ensure that the database is prepared to transition into geographic / location based call routing.

6) Cell Sector Locations

The usage of cell sector locations may exist in some PSAPs and not others. If available, the Vendor is required to include the cell sector locations into a statewide cell sector locations GIS data layer.

When creating the cell sector locations layer, the following specifications will be applied at a minimum:

Layer Specifications

- Adherence to the NENA NG9-1-1 GIS Data Model standards.

Cell Sector Locations Question

Describe your process for ensuring that cell sector location tables meet the criteria defined within the NG9-1-1 data standard and ensure that the database is prepared to transition into geographic / location based call routing.

B. GIS Managed Services and ECRF/LVF integration

The Vendor is responsible for GIS management and the maintenance of the Emergency Call Routing Function (ECRF) and the Location Validation Function (LVF) across the state. This capability will be dependent upon coordination with the NG9-1-1 service provider (ESInet vendor) to integrate the operation of the ECRF with the complete NG9-1-1 system for call routing.

The ECRF/LVF functionality will provide a fully developed GIS change detection/update process including a Spatial Interwork (SI) function capable of addressing data updates and discrepancy inquiries from the local 9-1-1 entities as a managed service. The system will include the ability to perform QA/QC audit checks and data analysis on an on-going basis prior to the provisioning of GIS data into the ECRF/LVF.

The Vendor will provide the implementation and management services for provisioning GIS data to the NG9-1-1 ECRF and LVF as defined in the NENA 08-003 Detailed Functional and Interface Standards for the NENA i3 Solution.

The Vendor will be responsible for the implementation, system tools and processes, by which it will manage GIS data updates from the local 9-1-1 entities, provide for QA/QC auditing functions prior to provisioning the GIS data into the ECRF/LVF, and implement and manage a NG9-1-1 compliant ECRF/LVF system.

GIS Managed Services and ECRF/LVF integration Questions

- a) Based upon previous experience(s) describe how your ECRF/LVF integration(s), including change detection/update processes, have been performed.
- b) Describe your process for completing ECRF/LVF integration for this project.

1) GIS synchronization services

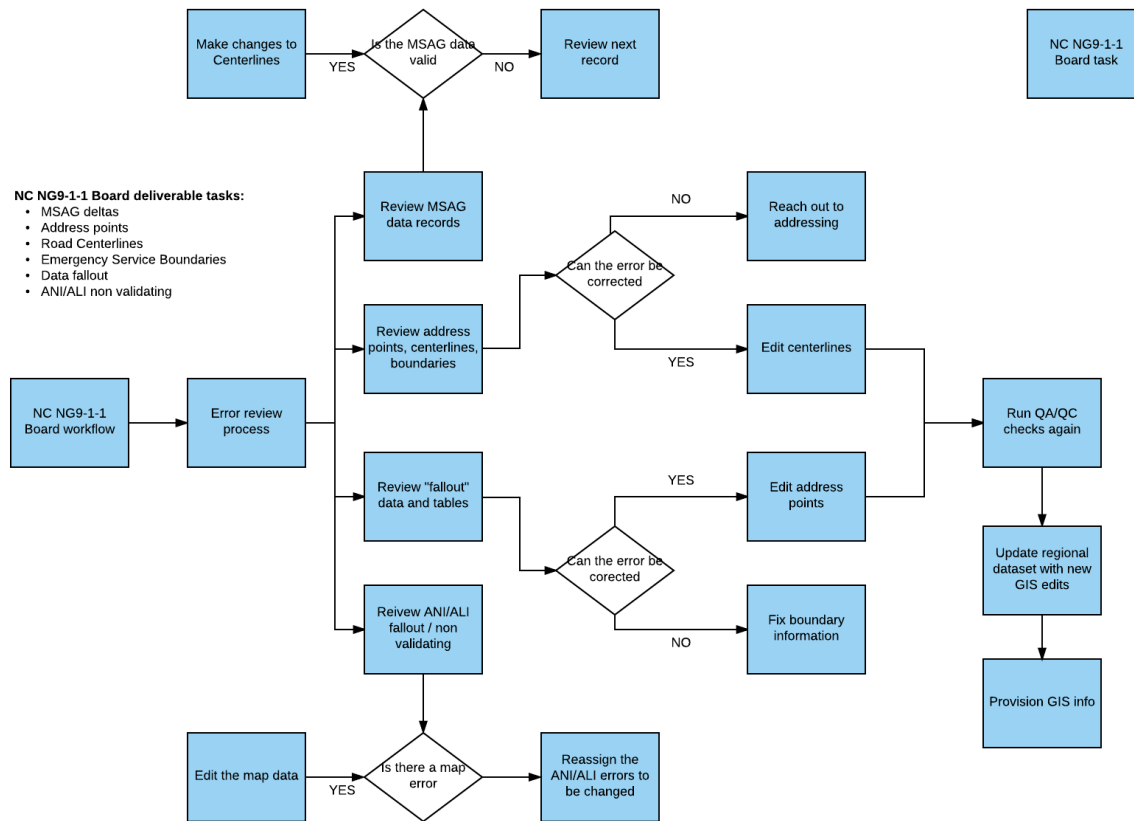
The Vendor will supply GIS data normalization services, GIS database management and maintenance and transition support to ensure that the location based call routing capability meets the NENA i3 and NG9-1-1 standards.

The NC 911 Board recognizes that GIS data requires normalization with the preferred GIS data schema prior to replication to the ECRF. The GIS vendor will establish the baseline schema, comparing the GIS data with the existing data sets, identifying the discrepancies and delegating the correction of discrepancies to the PSAP or local GIS authority.

The NC 911 Board will work with the vendor to determine the most appropriate strategy for normalization of GIS data with the PSAPs. The GIS vendor will synchronize all GIS data to ensure that the schema is

followed and that the data can be used to transition into an NG9-1-1 system. The synchronization will follow a workflow similar to the one below.

Figure 1: Sample Workflow process diagram for GIS data synchronization



During synchronization, the GIS vendor will ensure that the data passes the QA/QC test for meeting the GIS schema. This workflow will continue each time that GIS data is modified by a PSAP. The GIS vendor will identify all discrepancies and follow the discrepancy workflow for error resolution. GIS normalization will review and report on the following, at a minimum:

- Missing data layers.
- Missing attribute information.
- Standardization of GIS data attributes in adherence to relevant national standards, both centerline and site/structure location points following the FGDC-STD-016-2011, NENA GIS Data Model, NENA Site Structure Address Point.
- Synchronization of GIS data with MSAG and ALI (NENA 71-501 v1).
- Address range parity in centerline, as well as relating to site/structure location points and centerline.
- Duplicate address ranges.
- Direction and flow errors.
- Gaps and overlaps in PSAP and service boundaries and edge matching.
- Centerline breaks at intersections and boundaries.

The GIS vendor must describe its process that ensures timely and accurate error resolution of GIS data discrepancies. Only GIS data that passes the synchronization stage will be provisioned to the ECRF. GIS data that does not pass normalization will be pushed back to the PSAP for error resolution. Discrepancy logs and reports will be delivered to the PSAP with a copy available for the NC NG9-1-1 Board that identify the error and potential correction activities required to ensure that GIS data can be validated and normalized. The PSAP will be lead resource in the correction of the data.

The State of North Carolina uses a program to assist in the aggregation of authoritative GIS data sets. The AddressNC program is working with the local agencies to develop the GIS data layers in accordance with the NG9-1-1 schema as defined in the NENAi3 standards (see Attachments C). The GIS vendor and AddressNC will work in conjunction during the normalization process and during the discrepancy process. AddressNC may also be involved in supporting the correction of GIS data with the PSAPs that may not be able to correct data.

GIS Synchronization Services Question

Describe your GIS synchronization service and identify the workflow for ensuring that all GIS data is verified, QA/QC performed and prepared for ECRF operation. The description should include any reference documentation, diagrams or architecture supporting information that ensures that the GIS services meet the specification.

2) GIS Managed Services

- The Vendor will provide a secure web portal for PSAPs to submit GIS update/change requests and the Vendor to communicate error/discrepancy feedback.
- The Vendor will provide the means for web-enabled reports, performance measurements, discrepancy tracking, for GIS quality assurance and system status.
- The Vendor will provide the means for the State to view system and data metrics by means of a web-enabled viewer/dashboard.
- The Vendor will provide process and usage training of the change management process to the local 9-1-1 entities.
- The Vendor will provide 24x7x365 customer support
- Vendors will ensure that GIS corrections are dynamically updated daily to the core routing platform.

GIS Managed Services Question

Describe your entire GIS service process. The description should include any reference documentation, diagrams or architecture supporting information that ensures that the GIS services meet the specification.

3) Emergency Call Routing Function (ECRF)

The Vendor will provide a service that operates with the ECRF.

The ECRF may be provided by a separate Vendor and utilize the data built through the service outlined in this specification.

- The Vendor will provide the NG9-1-1 ECRF as defined in the NENA 08-003 Detailed Functional and Interface Standards for the NENA i3 Solution.
- The ECRF is a critical function in the delivery of emergency calls via the NG9-1-1 Routing Service.
- The Vendor will be responsible for secure and reliable ECRF Internet Protocol (IP) connections to at least two physically diverse points-of-presence (POPs) that are part of the North Carolina Emergency Services IP Network (ESInet). The Vendor must comply with IP addressing and security specifications as established by the 911 Board.

- The ECRF must interface and provide location-based emergency call routing functionality via the RFC 5222 (Location-to-service Translation [LoST] protocol) and the functional specification of NENA 08-003.
- The ECRF will support LoST queries (via Transmission Control Protocol [TCP]) from ESRP(s), PSAP customer premise equipment (CPE), or any other permitted IP host within the North Carolina ESInet. The ECRF may rate-limit queries from sources other than provisioned ESRPs.
- The ECRF will log all connections, connection attempts, and LoST transactions.
- All location information errors must be made available to the NG9-1-1 Service Provider for resolution and geocoding errors be written to a separate log or file, so that they may be easily handed off to the State GIS services vendor for investigation and correction.
- The ECRF must route locations based on geographical coordinates (LAT/LON) and based on civic addresses (house #, street, city, etc.).
- The ECRF will utilize the GIS database that supports the provisioning of all required map layers. The GIS data will include the road centerline and address range data, address structure points, PSAP boundaries, municipal boundaries and police, fire and EMS boundaries. Such map layers shall represent the geographical boundaries (polygons) of some service type, such as emergency, police, fire, ambulance, etc. The ECRF shall permit the association of each LoST request type to one of these layers.
- The ECRF will comply with GIS standards including but not limited to NENA NG9-1-1 GIS Data Model, NENA 02-010, and NENA 02-014.
- The ECRF will support updates to the GIS database without disruption of ECRF LoST service.
- The ECRF (or associated administrative program) will be able to validate GIS database changes before they are applied, for example, detect overlaps or gaps in layer geographical boundaries.
- The Vendor will provide a web portal that permits administrative read-only access to the GIS database. This function may be rate-limited to avoid impacting emergency call delivery services.
- The Vendor will state the maximum number of queries per second the proposed ECRF can sustain for at least one minute under adverse but “all up” conditions.
- The Vendor will describe and list the features of the proposed ECRF, with particular emphasis on how it meets the specific specifications herein.

Emergency Call Routing Function (ECRF) Question

Provide a clear description of how your service operates with the ECRF within the ESInet, and ensure that the operation of the ECRF will meet the specifications. This includes a list of supported features and capabilities, error handling, default mechanisms and logging, and an overview of how it is deployed and achieves high reliability. Also, discuss the GIS update process, frequency and the handling of error reports.

4) Location Validation Function (LVF)

The LVF is not a critical function involved in real-time emergency call delivery, but it must be available to Telecommunications Providers and to the public at large so these parties can verify that civic addresses or latitude/longitude will return PSAP or emergency responder Uniform Resource Identifiers (URIs). In many ways, the LVF is identical to the ECRF, but because the ECRF must be highly available, it is protected within the Core NG9-1-1 Routing Service security zone.

- The Vendor will provide the NG9-1-1 Location Validation Function (LVF) as defined in the NENA 08-003 Detailed Functional and Interface Standards for the NENA i3 Solution.
- At least two LVF instances will be deployed.

- The LVF will be a separate instance of the ECRF-like processes running within the Core NG9-1-1 Routing Service security zone.
- The LVF process will utilize a separate database instance of the GIS database derived from the ECRF GIS database. The Vendor will show how this separate GIS database instance will be kept synchronized with the ECRF GIS database in real-time or near real-time.
- The LVF will be accessed via a proxy server. The Core NG9-1-1 Service firewall will then allow LVF access only from the proxy process.
- The LVF will provide a standard LoST interface via a TCP port. This port may be listed in a Domain Name Server (DNS) entry. Connections and transactions on this port will be logged and will be rate limited by the proxy.
- The Vendor will also provide a user-friendly web server portal to which Internet users can browse and manually enter civic addresses or geographic locations along with a service request type. The web server will query the LVF via the proxy and return a user friendly display with the results of the LoST query. An actual map display with the location of the user location is highly desired. This function will be highly rate limited, e.g., five queries/day/source IP address.
- The LVF proxy may also provide a LoST interface accessible by a credentialed connection that may be used by call origination providers or other authorized parties. This port may be used to support a much higher rate of machine-to-machine LVF LoST protocol queries.
- The Vendor will explain the proposed LVF implementation, with particular attention to the arrangement of the proposed components, user interface and features, and the security aspects of the LVF.
- The Vendor will provide for a process for call origination providers to submit updates to GIS data or report discrepancies.

Location Validation Function (LVF) Question

Describe how your service operates with the LVF within the ESInet, and ensures that the operation of the LVF will meet the specifications.

Attachment B. NENA Geodatabase Standard

A. *Required files*

Street Centerlines

Descriptive Name	Field Name	M/C/O	Type	Field Width
Source of Data	Source	M	T	75
Date Updated	DateUpdate	M	D	20
Effective Date	Effective	O	D	20
Expiration Date	Expire	O	D	20
Road Centerline NENA Globally Unique ID	RCL_NGUID	M	T	100
Left Address Number Prefix	AdNumPre_L	C	T	15
Right Address Number Prefix	AdNumPre_R	C	T	15
Left FROM Address	FromAddr_L	M	N	6
Left TO Address	ToAddr_L	M	N	6
Right FROM Address	FromAddr_R	M	N	6
Right TO Address	ToAddr_R	M	N	6
Parity Left	Parity_L	M	T	1
Parity Right	Parity_R	M	T	1
Street Name Pre Modifier	St_PreMod	C	T	15
Street Name Pre Directional	St_PreDir	C	T	9
Street Name Pre Type	St_PreTyp	C	T	25
Street Name Pre Type Separator	St_PreSep	C	T	20
Street Name	StreetName	M	T	60
Street Name Post Type	St_PosTyp	C	T	15
Street Name Post Directional	St_PosDir	C	T	9
Street Name Post Modifier	St_PosMod	C	T	25
Legacy Street Name Pre Directional ¹	LSt_PreDir	C	T	2
Legacy Street Name ¹	LSt_Name	C	T	75
Legacy Street Name Type ¹	LSt_Type	C	T	5
Legacy Street Name Post Directional ¹	LStPosDir	C	T	2
ESN Left ¹	ESN_L	C	T	5
ESN Right ¹	ESN_R	C	T	5
MSAG Community Name Left ¹	MSAGComm_L	C	T	30
MSAG Community Name Right ¹	MSAGComm_R	C	T	30
Country Left	Country_L	M	T	2
Country Right	Country_R	M	T	2
State Left	State_L	M	T	2
State Right	State_R	M	T	2
County Left	County_L	M	T	40
County Right	County_R	M	T	40
Additional Code Left	AddCode_L	C	T	6
Additional Code Right	AddCode_R	C	T	6
Incorporated Municipality Left	IncMuni_L	M	T	100

Descriptive Name	Field Name	M/C/O	Type	Field Width
Incorporated Municipality Right	IncMuni_R	M	T	100
Unincorporated Community Left	UnincCom_L	O	T	100
Unincorporated Community Right	UnincCom_R	O	T	100
Neighborhood Community Left	NbrhdCom_L	O	T	100
Neighborhood Community Right	NbrhdCom_R	O	T	100
Postal Code Left	PostCode_L	C	T	7
Postal Code Right	PostCode_R	C	T	7
Postal Community Name Left	PostComm_L	C	T	40
Postal Community Name Right	PostComm_R	C	T	40
Road Class	RoadClass	O	T	15
One-Way	OneWay	O	T	2
Speed Limit	SpeedLimit	O	N	3

¹ Used in legacy systems and is not used in a full NG9-1-1 implementation.

Summary of NG9-1-1 Road Centerline Requirements

- Centerlines shall be continually updated as new roads are constructed or adjustments occur in the existing road network.
- Centerlines shall represent all public and addressed private roads.
- Attributes shall be accurate, complete and standardized (address ranges, ESN's Communities).
- Road names shall conform to the legal names as assigned by the addressing authority. The abbreviations can be found in USPS Publication 28, Attachment C.
- Centerline segments with no addressing along one or both sides, including small connector pieces shall have zeroes entered into the relevant Address Range fields.
- Roads representing border of maintenance responsibility should contain address ranges for the side of road within the jurisdiction. The ranges for the side of road outside maintenance jurisdiction should contain zeroes to avoid possible overlapping ranges between adjoining jurisdictions. Inter local agreements may be necessary to accommodate special situations.
- Each centerline segment shall share an exact start or end node with another centerline segment, unless it is a dead-end.
- Road centerline segments shall be split at:
 - Intersections with State, County, City, and Emergency Service Boundary (ESB), and PSAP boundary
 - Intersection with another segment
 - Change in primary road name
- Many mapping systems assume addresses are increasing in the FROM TO Node direction. Some geocoding applications assume addresses are increasing in the

FROM TO Node direction. Many entities are moving to this so they can create one set of base data that can be used for 9-1-1, Engineering, Planning, Taxation, and Transportation Departments.

PSAP Boundaries

Descriptive Name	Field Name	M/C/O	Type	Field Width
Source of Data	Source	M	T	75
Date Updated	DateUpdate	M	D	20
Effective Date	Effective	O	D	20
Expiration Date	Expire	O	D	20
Emergency Service Boundary NENA Globally Unique ID	ES_NGUID	M	T	100
State	State	M	T	2
Agency ID	Agency_ID	M	T	100
Service URI	ServiceURI	M	T	254

Descriptive Name	Field Name	M/C/O	Type	Field Width
Service URN	ServiceURN	M	T	50
Service Number	ServiceNum	O	T	15
Agency vCard URI	AVcard_URI	M	T	254
Display Name	DsplayName	M	T	60

Summary of PSAP Boundary Requirements

- PSAP boundary layer shall be continually updated as service areas change.
- PSAP boundary layer shall completely fill the Boundary layer (no gaps and overlaps)
- A geographic location (civic address or coordinate) can only have one designated primary PSAP.

Emergency Service Boundaries

Descriptive Name	Field Name	M/C/O	Type	Field Width
Source of Data	Source	M	T	75
Date Updated	DateUpdate	M	D	20
Effective Date	Effective	O	D	20
Expiration Date	Expire	O	D	20
Emergency Service Boundary NENA Globally Unique ID	ES_NGUID	M	T	100
State	State	M	T	2
Agency ID	Agency_ID	M	T	100
Service URI	ServiceURI	M	T	254
Service URN	ServiceURN	M	T	50
Service Number	ServiceNum	O	T	15
Agency vCard URI	AVcard_URI	M	T	254
Display Name	DsplayName	M	T	60

Summary of ESB Requirements

- ESB boundary layers shall be continually updated as service areas change.
- ESB boundary layers shall completely fill the PSAP Boundary layer (no gaps and overlaps).
- Multiple ESB polygons representing a specific category of emergency responders such as Fire Response that falls within the PSAP Boundary.
- A geographic location (civic address or coordinate) must only have one designated primary Emergency Service Provider category such as Fire Response.

B. Strongly Recommended files

Street Alias

Descriptive Name	Field Name	M/C/O	Type	Field Width
Source of Data	Source	M	T	75
Date Updated	DateUpdate	M	D	20
Effective Date	Effective	O	D	20
Expiration Date	Expire	O	D	20
Alias Street Name NENA Globally Unique ID	ASt_NGUID	M	T	100
Road Centerline NENA Globally Unique ID	RCL_NGUID	M	T	100
Alias Street Name Pre Modifier	ASt_PreMod	C	T	15
Alias Street Name Pre Directional	ASt_PreDir	C	T	9
Alias Street Name Pre Type	AStPreType	C	T	25
Alias Street Name Pre Type Separator	ASt_PreSep	C	T	20
Alias Street Name	ASt_Name	M	T	60
Alias Street Name Post Type	AStPosType	C	T	15
Alias Street Name Post Directional	ASt_PosDir	C	T	9
Alias Street Name Post Modifier	ASt_PosMod	C	T	25
Alias Legacy Street Name Pre Directional ¹	ALStPreDir	C	T	2
Alias Legacy Street Name ¹	ALStName	C	T	75
Alias Legacy Street Name Type ¹	ALStType	C	T	5
Alias Legacy Street Name Post Directional ¹	ALStPosDir	C	T	2

The recorded legal road name as assigned by the local addressing authority should be the name used in the Road Centerlines. However, many roads are known by more than the legal road name, and these are known as alias road names. Regardless of how road name aliases are represented in a local GIS system, it must be convertible to the form used by the SI in NENA-STA-010.

Alias road names are common and must be considered. Examples include when a state route or state highway crosses into a city jurisdiction, when several roads “merge” to traverse the same road pavement, or when honorary names are given to previously named and addressed roads. There are many other instances of alias road names.

Agencies may need to accommodate for alias road names during the location validation and call routing process, call handling, and data sharing. To ensure proper civic location validation by the LVF and proper routing by the ECRF, a standardized method of maintaining alias road names is required. The use of this Road Name Alias Table will facilitate the sharing of data in a consistent manner by various local 9-1-1 Authorities.

Site Structure / Address Points

Descriptive Name	Field Name	M/C/O	Type	Field Width
Source of Data	Source	M	T	75
Date Updated	DateUpdate	M	D	20
Effective Date	Effective	O	D	20
Expiration Date	Expire	O	D	20
Site NENA Globally Unique ID	Site_NGUID	M	T	100
Country	Country	M	T	2
State	State	M	T	2
County	County	M	T	40
Additional Code	AddCode	C	T	6
Additional Data URI	AddDataURI	C	T	254

Descriptive Name	Field Name	M/C/O	Type	Field Width
Incorporated Municipality	Inc_Muni	M	T	100
Unincorporated Community	Uninc_Comm	O	T	100
Neighborhood Community	Nbrhd_Comm	O	T	100
Address Number Prefix	AddNum_Pre	C	T	15
Address Number	Add_Number	C	N	6
Address Number Suffix	AddNum_Suf	C	T	15
Street Name Pre Modifier	St_PreMod	C	T	15
Street Name Pre Directional	St_PreDir	C	T	9
Street Name Pre Type	St_PreTyp	C	T	25
Street Name Pre Type Separator	St_PreSep	C	T	20
Street Name	StreetName	C	T	60
Street Name Post Type	St_PosTyp	C	T	15
Street Name Post Directional	St_PosDir	C	T	9
Street Name Post Modifier	St_PosMod	C	T	25
Legacy Street Name Pre Directional ¹	LSt_PreDir	C	T	2
Legacy Street Name ¹	LSt_Name	C	T	75
Legacy Street Name Type ¹	LSt_Type	C	T	5
Legacy Street Name Post Directional ¹	LStPostDir	C	T	2
ESN ¹	ESN	C	T	5
MSAG Community Name ¹	MSAGComm	C	T	30
Postal Community Name	Post_Comm	C	T	40
Postal Code	Post_Code	C	T	7
ZIP Plus 4	Post_Code4	O	T	4
Building	Building	O	T	75
Floor	Floor	O	T	75
Unit	Unit	O	T	75
Room	Room	O	T	75
Seat	Seat	O	T	75
Additional Location Information	Addtl_Loc	O	T	225
Complete Landmark Name	LandmkName	C	T	150
Mile Post	Mile_Post	C	T	150
Place Type	Place_Type	O	T	50
Placement Method	Placement	O	T	25
Longitude	Long	O	F	-
Latitude	Lat	O	F	-
Elevation	Elev	O	N	6

Site/structure address points ideally represent the location of the site or a structure or the location of access to a site or structure. Site/structure address points can also represent landmarks. The *NENA Information Document for Development of Site/ Structure Address Point GIS Data for 9-1-1 (NENA-INF-014.1-2015)* is an informational document to assist in site structure address point placement which should be referenced in the development of a site/structure address point layer.

It is strongly recommended that agencies develop their SSAP for NG9-1-1 functionality.

Summary of SSAP Requirements

- SSAP shall be continually updated.
- SSAP shall, at a minimum, represent all public and private addressable structures.

- SSAP attributes shall be accurate, complete and standardized.

Landmarks

Descriptive Name	Field Name	M/C/O	Type	Field Width
Source of Data	Source	M	T	75
Date Updated	DateUpdate	M	D	20
Effective Date	Effective	O	D	20
Expiration Date	Expire	O	D	20
Landmark Name Part NENA Globally Unique ID	LMNP_NGUID	C	T	100
Site NENA Globally Unique ID	Site_NGUID	C	T	100
Alias Complete Landmark Name NENA Globally Unique ID	ACLMNNGUID	C	T	100
Landmark Name Part	LMNamePart	M	T	150
Landmark Name Part Order	LMNP_Order	M	N	1

Landmark Alias

Descriptive Name	Field Name	M/C/O	Type	Field Width
Source of Data	Source	M	T	75
Date Updated	DateUpdate	M	D	20
Effective Date	Effective	O	D	20
Expiration Date	Expire	O	D	20
Alias Complete Landmark Name Globally Unique ID	ACLMNNGUID	M	T	100
Site NENA Globally Unique ID	Site_NGUID	M	T	100
Alias Complete Landmark Name	ACLandmark	C	T	150

State boundaries

Descriptive Name	Field Name	M/C/O	Type	Field Width
Source of Data	Source	M	T	75
Date Updated	DateUpdate	M	D	20
Effective Date	Effective	O	D	20
Expiration Date	Expire	O	D	20
State NENA Globally Unique ID	StateNGUID	M	T	100
Country	Country	M	T	2
State	State	M	T	2

Summary of NG9-1-1 State Boundaries Requirements

- This layer already has a statewide, authoritative process and does not need to be duplicated.

County boundaries

Descriptive Name	Field Name	M/C/O	Type	Field Width
Source of Data	Source	M	T	75
Date Updated	DateUpdate	M	D	20

Descriptive Name	Field Name	M/C/O	Type	Field Width
Effective Date	Effective	O	D	20
Expiration Date	Expire	O	D	20
County NENA Globally Unique ID	CntyNGUID	M	T	100
Country	Country	M	T	2
State	State	M	T	2
County	County	M	T	75

Summary of NG9-1-1 County Boundaries Requirements

- This layer already has a statewide, authoritative process and does not need to be duplicated.

Incorporated Municipal boundaries

Descriptive Name	Field Name	M/C/O	Type	Field Width
Source of Data	Source	M	T	75
Date Updated	DateUpdate	M	D	20
Effective Date	Effective	O	D	20
Expiration Date	Expire	O	D	20
Incorporated Municipality NENA Globally Unique ID	IncM_NGUID	M	T	100
Country	Country	M	T	2
State	State	M	T	2
County	County	M	T	75
Additional Code	AddCode	C	T	6
Incorporated Municipality	Inc_Muni	M	T	100

Summary of NG9-1-1 Municipal Boundaries Requirements

- This layer already has a statewide, authoritative process and does not need to be duplicated.

Unincorporated Municipal boundaries

Descriptive Name	Field Name	M/C/O	Type	Field Width
Source of Data	Source	M	T	75
Date Updated	DateUpdate	M	D	20
Effective Date	Effective	O	D	20
Expiration Date	Expire	O	D	20
Unincorporated NENA Globally Unique ID	UnincNGUID	M	T	100
Country	Country	M	T	2
State	State	M	T	2
County	County	M	T	75
Additional Code	AddCode	C	T	6
Unincorporated Community	Uninc_Comm	M	T	100

Neighborhood boundaries

Descriptive Name	Field Name	M/C/O	Type	Field Width
Source of Data	Source	M	T	75
Date Updated	DateUpdate	M	D	20

Descriptive Name	Field Name	M/C/O	Type	Field Width
Effective Date	Effective	O	D	20
Expiration Date	Expire	O	D	20
Neighborhood NENA Globally Unique ID	NbrhdNGUID	M	T	100
Country	Country	M	T	2
State	State	M	T	2
County	County	M	T	75
Additional Code	AddCode	C	T	6
Incorporated Municipality	Inc_Muni	M	T	100
Unincorporated Community	Uninc_Comm	C	T	100
Neighborhood Community	Nbrhd_Comm	M	T	100

C. Recommended files

Railroad Centerlines

Descriptive Name	Field Name	M/C/O	Type	Field Width
Source of Data	Source	M	T	75
Date Updated	DateUpdate	M	D	20
Rail Segment NENA Globally Unique ID	RS_NGUID	M	T	100
Rail Line Owner	RLOWN	C	T	100
Rail Line Operator	RLOP	C	T	100
Rail Line Name	RLNAME	O	T	100
Rail Mile Post Low	RMPL	O	F	-
Rail Mile Post High	RMPH	O	F	-

Hydrology lines

Descriptive Name	Field Name	M/C/O	Type	Field Width
Source of Data	Source	M	T	75
Date Updated	DateUpdate	M	D	20
Hydrology Segment NENA Globally Unique ID	HS_NGUID	M	T	100
Hydrology Segment Type	HS_Type	O	T	100
Hydrology Segment Name	HS_Name	O	T	100

Hydrology Polygon

Descriptive Name	Field Name	M/C/O	Type	Field Width
Source of Data	Source	M	T	75
Date Updated	DateUpdate	M	D	20
Hydrology Polygon NENA Globally Unique ID	HP_NGUID	M	T	100
Hydrology Polygon Type	HP_Type	O	T	100
Hydrology Polygon Name	HP_Name	O	T	100

Cell Site points

Descriptive Name	Field Name	M/C/O	Type	Field Width
Source of Data	Source	M	T	75
Date Updated	DateUpdate	M	D	20
Country	Country	M	T	2
State	State	M	T	2
County	County	M	T	75
Cell NENA Globally Unique ID	Cell_NGUID	M	T	100
Site ID	Site_ID	C	T	10
Sector ID	Sector_ID	M	T	4
Switch ID	Switch_ID	C	T	10
Market ID	CMarket_ID	C	T	10
Cell Site ID	CSite_Name	C	T	10
ESRD or First ESRK	ESRD_ESRK	C	N	10
Last ESRK	ESRK_Last	C	N	10
Sector Orientation	CSctr_Ornt	M	T	4
Technology	Technology	M	T	10

Mile markers

Descriptive Name	Field Name	M/C/O	Type	Field Width
Source of Data	Source	M	T	75
Date Updated	DateUpdate	M	D	20
Mile Post NENA Globally Unique ID	MileMNGUID	M	N	100
Mile Post Unit of Measurement	MileM_Unit	C	T	15
Mile Post Measurement Value	MileMValue	M	F	-
Mile Post Route Name	MileM_Rte	M	T	100
Mile Post Type	MileM_Type	C	T	15
Mile Post Indicator	MileM_Ind	M	T	1

Attachment C. Standards References

ECRIT Standards:	http://ecrit.sourceforge.net
ECRIT Implementation	http://ecrit.sourceforge.net
NENA i3 ESIND 08-506	http://www.nena.org
NENA i3 Technical Requirements Document. September 2006	http://www.nena.org/standards/technical/voip/i3-requirements
NENA Functional and Interface Standards for Next Generation 9-1-1 (i3)	http://www.nena.org/standards/technical/voip/functional-interface-NG911-i3
NENA Detailed Functional and Interface Standards for NENA (i3) Solution Stage 3	http://www.nena.org/standards/technical/i3-solution
NENA IP-Capable PSAP Minimum Operational Requirements Standard.	https://c.ymcdn.com/sites/www.nena.org/resource/collection/2500323E-0B09-45C8-864E-F8ACC686FB07/NENA58-001OpsIP-PSAPStd-final06092007_1.pdf
NENA NG9-1-1 Data Management Model	https://c.ymcdn.com/sites/www.nena.org/resource/resmgr/Standards/NENA-REQ-002.1-2016_NGDataMg.pdf
NENA/APCO Human Machine Interface & PSAP Display Requirements (ORD). NENA 54-750 v1	https://www.apcointl.org/doc/911-resources/169-human-machine-interface-and-psap-display-requirements/file.html
NENA GIS Data Collection and Maintenance Standards NENA 02-014, Issue 1, July 17, 2007.	http://www.nena.org/standards/technical/data/gis-data-collection-maintenance
NENA Master Glossary of 9 1 1 Terminology, NENA 00-001—Version 13A, dated March 17, 2010,	http://www.nena.org/standards/master-glossary
Next Generation 9 1 1 (NG9 1 1) Architecture and Analysis Report. November 2007.	http://www.its.dot.gov/ng911/pdf/1.F2_FINAL_MED_ArchitectureAnalysis_v1.0.pdf
NRIC Best Practices	https://www.fcc.gov/about-fcc/advisory-committees/communications-security-reliability-and-interoperability-council-0
DHS Cyber Security practices	http://www.dhs.gov/office-emergency-communications
Organizations can leverage NCCIC's United States Computer Emergency Readiness Team (US-CERT) for cybersecurity information and assistance	http://www.dhs.gov/national-cybersecurity-communications-integration-center
CSRIC	<ul style="list-style-type: none"> • Transition to Next Generation 9-1-1. <p>https://transition.fcc.gov/pshs/docs/csric/CSRIC-WG4B-Final-Report.pdf</p> <ul style="list-style-type: none"> • Cybersecurity Risk Management and Best Practices. <p>https://www.fcc.gov/about-fcc/advisory-committees/communications-security-reliability-and-interoperability-0</p>
TFOPA	https://transition.fcc.gov/pshs/911/TFOPA/TFOPA_WG1_FINAL_Report-121015.pdf

NIST Cybersecurity Framework	http://www.nist.gov/cyberframework/ http://csrc.nist.gov/publications/PubsSPs.html#SP800
The Shortcut Guide to Improving IT Service Support through ITIL. Herold, Rebecca, 2007. Real-time Nexus.	http://www.realtimepublishers.com/chapters/1429/sgitil-5.pdf
IETF Standards:	http://www.ietf.org
IETF RFC 4346, The Transport Layer Security (TLS) Protocol, Version 1.1, April 2006	http://tools.ietf.org/html/rfc4346
IETF RFC 5491, GEOPRIV Presence Information Data Format Location Object (PIDF-LO) Usage Clarification, Considerations, and Recommendations, March 2009	http://tools.ietf.org/html/rfc5491
IETF RFC 4119, A Presence-based GEOPRIV Location Object Format, December 2009	http://tools.ietf.org/html/rfc4119
IETF, RFC 5222, LoST: A Location-to-Service Translation Protocol, August 2008	https://tools.ietf.org/html/rfc5222
Telcordia Standards	http://telecom-info.telcordia.com/site/cgi/ido/docs2.pl?ID=169178274&page=doc_center
TIA-942 Telecommunications Infrastructure Standards for Data Centers,	https://www.accu-tech.com/hs-fs/hub/54495/file-15894024-pdf/docs/102264ae.pdf
USPS Publication 28	https://pe.usps.com/text/pub28/welcome.htm

Attachment D. Data Development Documents

DATA STRUCTURES DOCUMENTS (including NG9-1-1)	
02-010	Standard Legacy Data Formats For 9-1-1 Data Exchange GIS Mapping
02-501	Wireless (Pre-XML) Static and Dynamic ALI Data Content Information Document
02-503	XML Namespaces Information Document
04-005	ALI Query Service Standard
71-001	NG9-1-1 Additional Data Standard
NENA-STA-004.1-2014	NENA Next Generation United States Civic Location Data
	Exchange Format (CLDXF)
NENA-STA-008.2-2014 (originally 70-001)	NENA Registry System (NRS) Standard
NENA/APCO-INF-005	NENA/APCO Emergency Incident Data Document (EIDD) Information Document
APCO NENA 2.105.1- 2017	NG9-1-1 Emergency Incident Data Document (EIDD) (ANSI Accredited Standard)
	NIEM IEPD (Schemas & other documents)
	Registries
DATA MANAGEMENT DOCUMENTS (including NG9-1-1)	
02-011	Data Standards For Local Exchange Carriers, ALI Service Providers & 9-1-1 Jurisdictions
02-013	Data Standards for the Provisioning and Maintenance of MSAG Files to VDBs and ERDBs
02-014	GIS Data Collection and Maintenance Standards
02-015	Standard for Reporting and Resolving ANI/ALI Discrepancies and No Records Found for Wireline, Wireless and VoIP Technologies
02-502	NENA Company ID Registration Service Information Document
06-001	Standards for Local Service Provider Interconnection Information Sharing
71-501	Synchronizing Geographic Information System Databases with MSAG & ALI Information Document
71-502	An Overview of Policy Rules for Call Routing and Handling in NG9-1-1 Information Document
NENA-INF-011.1-2014	NENA NG9-1-1 Policy Routing Rules Operations Guide
NENA-INF-014.1-2015	NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1
NENA-STA-003.1.1-2014	NENA Standard for NG9-1-1 Policy Routing Rules
NENA-REQ-002.1-2016	NENA Next Generation 9-1-1 Data Management Requirements

Attachment E. Department of Information Technology Terms and Conditions

Section 1. General Terms and Conditions Applicable to All Purchases

1) **DEFINITIONS:** As used herein;

Agreement means the contract awarded pursuant to this RFP.

Deliverable/Product Warranties shall mean and include the warranties provided for products or deliverables licensed to the State in Section 2, Paragraph 2 of these Terms and Conditions unless superseded by a Vendor's Warranties pursuant to Vendor's License or Support Agreements.

Purchasing State Agency or Agency shall mean the Agency purchasing the goods or Services.

Services shall mean the duties and obligations undertaken by the Vendor under, and to fulfill, the specifications, requirements, terms and conditions of the Agreement.

State shall mean the State of North Carolina, the Department of Information Technology (DIT), and the Purchasing State Agency or DIT in its capacity as the Award Authority, as appropriate.

2) **STANDARDS:** Any Deliverables shall meet all applicable State and federal requirements, such as State or Federal Regulation, and NC State Chief Information Officer's (CIO) policy or regulation. Vendor will provide and maintain a quality assurance system or program that includes any Deliverables and will tender or provide to the State only those Deliverables that have been inspected and found to conform to the RFP specifications. All Deliverables are subject to operation, certification, testing and inspection, and any accessibility specifications.

3) **WARRANTIES:** Unless otherwise expressly provided, any goods Deliverables provided by the Vendor shall be warranted for a period of 90 days after acceptance.

4) **SUBCONTRACTING:** The Vendor may subcontract the performance of required Services with Resources under the Agreement only with the prior written consent of the State contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor and the Agreement. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the Agreement; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

5) **TRAVEL EXPENSES:** **All travel expenses should be included in the Vendor's proposed hourly costs. Separately stated travel expenses will not be reimbursed.** In the event that the Vendor, upon specific request in writing by the State, is deemed eligible to be reimbursed for travel expenses arising under the performance of the Agreement, reimbursement will be at the out-of-state rates set forth in N.C.G.S. §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services under the Agreement.

6) **GOVERNMENTAL RESTRICTIONS:** In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to the Agency Contract Administrator. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Agreement. The State may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date

specified by the State, the State may terminate the Agreement and compensate Vendor for sums then due under the Agreement.

- 7) **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES:** Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any Contract or award issued by the State. Vendor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any Contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the Agreement or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign the Agreement and bind the Party to the terms and conditions of this RFP. Vendor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of the Agreement; obligation or Contract for future award of compensation as an inducement or consideration for making the Agreement. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) as permitted by 9 NCAC 06B..1206, or other provision of law.
- 8) **AVAILABILITY OF FUNDS:** Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in the Agreement. If the Agreement or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Agreement or Purchase Order. If the term of the Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in this RFP. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the Agreement is terminated under this paragraph, Vendor agrees to take back any affected Deliverables and software not yet delivered under the Agreement, terminate any Services supplied to the Agency under the Agreement, and relieve the Agency of any further obligation thereof. The State shall remit payment for Deliverables and Services accepted prior to the date of the aforesaid notice in conformance with the payment terms.
- 9) **ACCEPTANCE CRITERIA:** The State shall have the obligation to notify Vendor, in writing ten calendar days following provision, performance (under a provided milestone or otherwise as agreed) or delivery of any Services or other Deliverables described in the Agreement that are not acceptable. The notice shall specify in reasonable detail the reason(s) a given Deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of any applicable inspection and testing procedures. Should a Deliverable fail to meet any specifications or acceptance criteria, the State may exercise any and all rights hereunder. Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects or errors contained in the Deliverables or non-compliance with the specifications were not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure or correct the defect or replace or re-perform the Deliverables, the State reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price.
- 10) **PAYMENT TERMS:** Monthly Payment terms are Net 30 days after receipt of correct invoice (with completed timesheets for Vendor personnel) and acceptance of one or more of the Deliverables, under milestones or otherwise as may be provided elsewhere in this solicitation, unless a period of more than thirty (30) days is required by the Agency. The Purchasing State Agency is responsible for all payments under the Agreement. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 *et. seq.* of the N.C. General Statutes and applicable Administrative Rules. Upon Vendor's written request of not less than thirty (30) days and approval by the State or Agency, the Agency may:
- a) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or

- b) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however
 - c) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations.
- 11) EQUAL EMPLOYMENT OPPORTUNITY:** Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.
- 12) ADVERTISING/PRESS RELEASE:** The Vendor absolutely shall not publicly disseminate any information concerning the Agreement without prior written approval from the State or its Agent. For the purpose of this provision of the Agreement, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.
- 13) LATE DELIVERY:** Vendor shall advise the Agency contact person or office immediately upon determining that any Deliverable will not, or may not, be delivered or performed at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure the particular substitute Services or other Deliverables.
- 14) ACCESS TO PERSONS AND RECORDS:** Pursuant to N.C.G.S. §147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of the Agreement or to costs charged to the Agreement. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of the Agreement. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation.
- 15) ASSIGNMENT:** Vendor may not assign the Agreement or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm the Agreement attorning and agreeing to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under the Agreement. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.
- 16) INSURANCE COVERAGE:** During the term of the Agreement, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Agreement. As a minimum, the Vendor shall provide and maintain the following coverage and limits:
- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Vendor's employees who are engaged in any work under the Agreement. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Agreement; and
 - b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
 - c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Agreement. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment; and
 - d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of the Agreement. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such

insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Agreement. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Agreement.

17) DISPUTE RESOLUTION: The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Agency Contract Administrator for decision. A claim by the State shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under the Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under the Agreement, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

18) CONFIDENTIALITY: In accordance with N.C.G.S. §143B-1350(e) and 143B-1375, and 09 NCAC 06B.0103 and 06B.1001, the State may maintain the confidentiality of certain types of information described in N.C.G.S. §132-1 *et seq.* Such information may include trade secrets defined by N.C.G.S. §66-152 and other information exempted from the Public Records Act pursuant to N.C.G.S. §132-1.2. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL**". By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. **However, under no circumstances shall price information be designated as confidential.** The State may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an action is brought pursuant to N.C.G.S. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. §132-9 or other applicable law.

- a) Care of Information: Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or the Agency during performance of any contractual obligation from loss, destruction or erasure. Vendor agrees to abide by all facilities and security requirements and policies of the agency where work is to be performed. Any Vendor personnel shall abide by such facilities and security requirements and shall agree to be bound by the terms and conditions of the Agreement.
- b) Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in N.C.G.S. §132-1 *et seq.* The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Vendor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations

imposed upon the Department of Information Technology or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.

- c) Nondisclosure: Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of the Agreement in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.
- d) The Vendor shall protect the confidentiality of all information, data, instruments, studies, reports, records and other materials provided to it by the Agency or maintained or created in accordance with this Agreement. No such information, data, instruments, studies, reports, records and other materials in the possession of Vendor shall be disclosed in any form without the prior written consent of the State Agency. The Vendor will have written policies governing access to and duplication and dissemination of all such information, data, instruments, studies, reports, records and other materials.
- e) All project materials, including software, data, and documentation created during the performance or provision of Services hereunder that are not licensed to the State or are not proprietary to the Vendor are the property of the State of North Carolina and must be kept confidential or returned to the State, or destroyed. Proprietary Vendor materials shall be identified to the State by Vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Derivative works of any Vendor proprietary materials prepared or created during the performance of provision of Services hereunder shall be subject to a perpetual, royalty free, nonexclusive license to the State.

19) DEFAULT: In the event Services or other Deliverable furnished or performed by the Vendor during performance of any Contract term fail to conform to any material requirement(s) of the Contract specifications, notice of the failure is provided by the State and if the failure is not cured within ten (10) days, or Vendor fails to meet the requirements of Paragraph 9) herein, the State may cancel the contract. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- a) If Vendor fails to deliver or provide correct Services or other Deliverables within the time required by the Agreement, the State shall provide written notice of said failure to Vendor, and by such notice require performance assurance measures pursuant to N.C.G.S. 143B-1340(f). Vendor is responsible for the delays resulting from its failure to deliver or provide services or other Deliverables.
- b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences resulting from the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offer documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.
- c) Vendor shall provide a plan to cure any delay or default if requested by the State. The plan shall state the nature of the delay or default, the time required for cure, any mitigating factors causing or tending to cause the delay or default, and such other information as the Vendor may deem necessary or proper to provide.
- d) If the prescribed acceptance testing stated in the Solicitation Documents or performed pursuant to Paragraph 9) of the DIT Terms and Conditions is not completed successfully, the State may request substitute Software, cancel the portion of the Contract that relates to the unaccepted Software, or continue the acceptance testing with or without the assistance of Vendor. These options shall remain in effect until such time as the testing is successful or the expiration of any time specified for completion of the testing. If the testing is not completed after exercise of any of the State's options, the State may cancel any portion of the contract related to the failed Software and take action to procure substitute software. If the failed software (or the substituted software) is an integral and critical part of the proper completion of the work for which the Deliverables identified in the solicitation documents or statement of work were acquired, the State may terminate the entire contract.

20) WAIVER OF DEFAULT: Waiver by either party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification or

novation of the terms of the Agreement, unless so stated in writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to the Agreement pursuant to Paragraph 40) herein below.

21) TERMINATION: Any notice or termination made under the Agreement shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

- a) The parties may mutually terminate the Agreement by written agreement at any time.
- b) The State may terminate the Agreement, in whole or in part, pursuant to Paragraph 19), or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:
 - i) Termination for Cause: In the event any goods, software, or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 22) and 23) herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of the Agreement; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.
 - ii) Termination For Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving thirty (30) days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and Services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State the Agency will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.

22) LIMITATION OF VENDOR'S LIABILITY:

- a) Where Deliverables are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Deliverables. Vendor shall not be responsible for any damages that arise from (i) misuse or modification of Vendor's Software by or on behalf of the State, (ii) the State's failure to use corrections or enhancements made available by Vendor, (iii) the quality or integrity of data from other automated or manual systems with which the Vendor's Software interfaces, (iv) errors in or changes to third party software or hardware implemented by the State or a third party (including the vendors of such software or hardware) that is not a subcontractor of Vendor or that is not supported by the Deliverables, or (vi) the operation or use of the Vendor's Software not in accordance with the operating procedures developed for the Vendor's Software or otherwise in a manner not contemplated by this Agreement.
- b) The Vendor's liability for damages to the State arising under the contract shall be limited to two times the value of the Contract.
- c) The foregoing limitation of liability shall not apply to claims covered by other specific provisions including but not limited to Service Level Agreement or Deliverable/Product Warranties pursuant to Section II, 2) of these Terms and Conditions, or to claims for injury to persons or damage to tangible personal property, gross negligence or willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. 1B-1 *et seq.*, the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on the Agreement. For avoidance of doubt, the Parties agree that the Service Level Agreement and Deliverable/Product Warranty Terms in the Contract are intended to provide the sole and exclusive remedies available to the State under the Contract for the Vendor's failure to comply with the requirements stated therein.

23) VENDOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.
- b) The Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, Services, materials or supplies in connection with the performance of the Agreement, whether tangible or intangible, arising out of the ordinary negligence, wilful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors.
- c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor.

24) TIME IS OF THE ESSENCE: Time is of the essence in the performance of the Agreement.

25) DATE AND TIME WARRANTY: The Vendor warrants that any Deliverable, whether Services, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs, modifies or affects any date and/or time data recognition function, calculation, or sequencing, will still enable the modified function to perform accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.

26) INDEPENDENT CONTRACTORS: Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. The Agreement shall not operate as a joint venture, partnership, trust, agency or any other similar business relationship.

27) TRANSPORTATION: Transportation of any tangible Deliverables shall be FOB Destination; unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

28) NOTICES: Any notices required under the Agreement should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.

29) TITLES AND HEADINGS: Titles and Headings in the Agreement are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

30) AMENDMENT: The Agreement may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor in conformance with Paragraph 36) herein.

31) TAXES: The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of the Agreement. Applicable State or local sales taxes shall be invoiced as a separate item.

32) GOVERNING LAWS, JURISDICTION, AND VENUE:

- a) The Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina and applicable Administrative Rules. The place of the Agreement or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to the Agreement, to the

jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.

- b) Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern the Agreement. To the extent the Contract entails both the supply of "goods" and "Services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such Services as "goods" would result in a clearly unreasonable interpretation.

33) FORCE MAJEURE: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

34) COMPLIANCE WITH LAWS: The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

35) SEVERABILITY: In the event that a court of competent jurisdiction holds that a provision or requirement of the Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of the Agreement shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

36) CHANGES: The Agreement and subsequent purchase order(s) is awarded subject to the provision of the specified Services and the shipment or provision of other Deliverables as specified herein. Any changes made to the Agreement or purchase order proposed by the Vendor are hereby rejected unless accepted in writing by the Agency or State Award Authority. The State shall not be responsible for Services or other Deliverables delivered without a purchase order from the Agency or State Award Authority.

37) FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT: The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

38) ELECTRONIC PROCUREMENT (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document): Purchasing shall be conducted through the Statewide E-Procurement Services. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Services. The Vendor shall register for the Statewide E-Procurement Services within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of the Agreement.

- a) **The successful Vendor(s) shall pay a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through the Statewide E-Procurement Service.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the Vendor for the Services rendered by the Supplier Manager under the Agreement. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.
- b) Vendor, or its authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and

completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, Vendor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Vendor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

- c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Services. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, offers received, evaluation of offers received, award of Contract, and the payment for goods delivered.
- d) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

Section 2: Terms and Conditions Applicable to Information Technology Goods and Services

- 1) **SOFTWARE LICENSE FOR HARDWARE, EMBEDDED SOFTWARE AND FIRMWARE:** Deliverables comprising goods, equipment or products (hardware) may contain software for internal operation, or as embedded software or firmware that is generally not sold or licensed as a severable software product. Software may be provided on separate media, such as a CD-ROM or other media, or may be included within the hardware at or prior to delivery. Such software is proprietary, copyrighted, and may also contain valuable trade secrets and may be protected by patents. Vendor grants the State a license to use the Code (or any replacement provided) on, or in conjunction with, only the Deliverables purchased, or with any system identified in the solicitation documents. The State shall have a worldwide, nonexclusive, non-sublicensable license to use such software and/or documentation for its internal use. The State may make and install copies of the software to support the authorized level of use. Provided, however that if the hardware is inoperable, the software may be copied for temporary use on other hardware. The State shall promptly affix to any such copy the same proprietary and copyright notices affixed to the original. The State may make one copy of the software for archival, back-up or disaster recovery purposes. The license set forth in this Paragraph shall terminate immediately upon the State's discontinuance of the use of all equipment on which the software is installed. The software may be transferred to another party only with the transfer of the hardware. If the hardware is transferred, the State shall i) destroy all software copies made by the State, ii) deliver the original or any replacement copies of the software to the transferee, and iii) notify the transferee that title and ownership of the software and the applicable patent, trademark, copyright, and other intellectual property rights shall remain with Vendor, or Vendor's licensors. The State shall not disassemble, decompile, reverse engineer, modify, or prepare derivative works of the embedded software, unless permitted under the solicitation documents.
- 2) **LICENSE GRANT FOR APPLICATION SOFTWARE, (COTS):** This paragraph recites the scope of license granted, if not superseded by a mutually agreed and separate licensing agreement, as follows:
 - a) Vendor grants to the State, its Agencies and lawful customers a non-exclusive, non-transferable and non-sublicensable license to use, in object code format, Vendor's software identified in the solicitation

documents, Vendor's Statement of Work (SOW), or an Exhibit thereto executed by the parties ("Software"), subject to the restrictions set forth therein, such as the authorized computer system, the data source type(s), the number of target instance(s) and the installation site. Use of the Software shall be limited to the data processing and computing needs of the State, its Agencies and lawful customers. This license shall be perpetual or for the term of the contract (pick one, delete the other), unless terminated as provided herein. The State agrees not to distribute, sell, sublicense or otherwise transfer copies of the Software or any portion thereof. For purposes of this Agreement, a State Entity shall be defined as any department or agency of the State of North Carolina, which is controlled by or under common control of the State or who is a lawful customer of the State pursuant to Article 3D of Chapter 147 of the General Statutes.

- b) Vendor shall provide all encryption or identification codes or authorizations that are necessary or proper for the operation of the licensed Software.
- c) The State shall have the right to copy the Software, in whole or in part, for use in conducting benchmark or acceptance tests, for business recovery and disaster recovery testing or operations, for archival or emergency purposes, for back up purposes, for use in preparing derivative works if allowed by the solicitation documents or statements of work, or to replace a worn copy.
- d) The State may modify non-personal Software in machine-readable form for its internal use in merging the same with other software program material. Any action hereunder shall be subject to uses described in this paragraph, the restrictions imposed by Paragraph 3), and applicable terms in the solicitation documents or statements of work.

3) WARRANTY TERMS: Notwithstanding anything in the Agreement or Exhibit hereto to the contrary, Vendor shall assign warranties for any Deliverable supplied by a third party to the State.

- a) a) Vendor warrants that any Software or Deliverable will operate substantially in conformity with prevailing specifications as defined by the current standard documentation (except for minor defects or errors which are not material to the State) for a period of ninety (90) days from the date of acceptance ("Warranty Period"), unless otherwise specified in the Solicitation Documents. If the Software does not perform in accordance with such specifications during the Warranty Period, Vendor will use reasonable efforts to correct any deficiencies in the Software so that it will perform in accordance with or substantially in accordance with such specifications.
- b) Vendor warrants to the best of its knowledge that:
 - i) The licensed Software and associated materials do not infringe any intellectual property rights of any third party;
 - ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
 - iii) The licensed Software and associated materials do not contain any surreptitious programming codes, viruses, Trojan Horses, "back doors" or other means to facilitate or allow unauthorized access to the State's information systems.
 - iv) The licensed Software and associated materials do not contain any timer, counter, lock or similar device (other than security features specifically approved by Customer in the Specifications) that inhibits or in any way limits the Software's ability to operate.
- c) UNLESS MODIFIED BY AMENDMENT OR THE SOLICITATION DOCUMENTS, THE WARRANTIES IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER REPRESENTATIONS OR WARRANTIES HAVE FORMED THE BASIS OF THE BARGAIN HEREUNDER.

4) RESTRICTIONS: State's use of the Software is restricted as follows:

- a) The license granted herein is granted to the State and to any political subdivision or other entity permitted or authorized to procure Information Technology through the Department of Information Technology. If the License Grant and License Fees are based upon the number of Users, the number of Users may be increased at any time, subject to the restrictions on the maximum number of Users specified in the solicitation documents.

- b) No right is granted hereunder to use the Software to perform Services for commercial third parties (so-called "service bureau" uses). Services provided to other State Departments, Agencies or political subdivisions of the State is permitted.
 - c) The State may not copy, distribute, reproduce, use, lease, rent or allow access to the Software except as explicitly permitted under this Agreement, and State will not modify, adapt, translate, prepare derivative works (unless allowed by the solicitation documents or statements of work,) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software or any internal data files generated by the Software.
 - d) State shall not remove, obscure or alter Vendor's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within the Software.
- 5) **SUPPORT OR MAINTENANCE SERVICES:** This paragraph recites the scope of maintenance Services due under the license granted, if not superseded by a separate licensing and maintenance agreement or as may be stated in the solicitation documents. Subject to payment of a Support Service or Maintenance Fee stated in the solicitation documents for the first year and all subsequent years, if requested by the State, Vendor agrees to provide the following support Services ("Support Services") for the current version and one previous version of the Software commencing upon delivery of the Software:
- a) **Error Correction:** If the error conditions reported by the State pursuant to the General Terms and Conditions are not corrected in a timely manner, the State may request a replacement copy of the licensed Software from Vendor. In such event, Vendor shall then deliver a replacement copy, together with corrections and updates, of the licensed Software within 24 hours of the State's request at no added expense to the State.
 - b) **Other Agreement:** This Paragraph 5 may be superseded by written mutual agreement provided that: Support and maintenance Services shall be fully described in such a separate agreement annexed hereto and incorporated herein
 - c) **Temporary Extension of License:** If any licensed Software or CPU/computing system on which the Software is installed fails to operate or malfunctions, the term of the license granted shall be temporarily extended to another CPU selected by the State and continue until the earlier of:
 - i) Return of the inoperative CPU to full operation, or
 - ii) Termination of the license.
 - d) **Encryption Code:** Vendor shall provide any temporary encryption code or authorization necessary or proper for operation of the licensed Software under the foregoing temporary license. The State will provide notice by expedient means, whether by telephone, e-mail or facsimile of any failure under this paragraph. On receipt of such notice, Vendor shall issue any temporary encryption code or authorization to the State within twenty-four (24) hours; unless otherwise agreed.
 - e) **Updates:** Vendor shall provide to the State, at no additional charge, all new releases and bug fixes (collectively referred to as "Updates") for any Software Deliverable developed or published by Vendor and made generally available to its other customers at no additional charge. All such Updates shall be a part of the Program and Documentation and, as such, be governed by the provisions of the Agreement.
 - f) **Telephone Assistance:** Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 8:00 AM - 5:00 PM Eastern Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four (4) hours or eight (8) hours or next business day, etc. (*edit this time to what you want your response time to be*), for calls made at any time
- 6) **PATENT, COPYRIGHT, AND TRADE SECRET PROTECTION:**
- a) Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Vendor Technology"). To the extent that any Vendor Technology is contained in any of the Deliverables including any derivative works, the Vendor hereby grants the State a royalty-free, fully

paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State's purposes.

- b) Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.
 - c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services or other Deliverables supplied by the Vendor, or the operation of such Deliverables pursuant to a current version of Vendor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded against the State in any such action; damages shall be limited as provided in N.C.G.S. 143B-1350(h1). Such defense and payment shall be conditioned on the following:
 - i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
 - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.
 - d) Should any Services or other Deliverable supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the goods/hardware or Software, or to replace or modify the same to become noninfringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such goods/hardware or Software by the State shall be prevented by injunction, the Vendor agrees to take back such goods/hardware or Software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other items of Deliverables acquired from the Vendor under the Agreement impractical, the State shall then have the option of terminating the Contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back such Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.
 - e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendor-branded product or Deliverable, or (ii) results from the continued use of the good(s) or Services and other Deliverables after receiving notice they infringe a trade secret of a third party.
 - f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.
- 7) **ACCEPTANCE**: Acceptance testing is required for all Vendor supplied software unless provided otherwise in the solicitation documents or a Statement of Work. The State may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the State's specifications, and Vendor's Product Warranties and technical representations. Acceptance of software or Services may be controlled by amendment hereto, or additional terms as agreed by the parties. The State shall have the obligation to notify Vendor, in writing and within a reasonable time following installation of any software deliverable if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a software deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of software.
- 8) **STATE PROPERTY AND INTANGIBLES RIGHTS**: The parties acknowledge and agree that the State shall own all right, title and interest in and to the copyright in any and all software, technical information, specifications, drawings, records, documentation, data and other work products first originated and

prepared by the Vendor for delivery to the State (the "Deliverables"). To the extent that any Vendor Technology is contained in any of the Deliverables, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State's internal business purposes. Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.

Section 3: Terms and Conditions Applicable to Personnel and Personal Services

- 1) **VENDOR'S REPRESENTATION:** Vendor warrants that qualified personnel will provide Services in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under the Agreement. Vendor will serve as the prime Vendor under the Agreement. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Such third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
 - a) Intellectual Property. Vendor represents that it has the right to provide the Services and other Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor also represents that its Services and other Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
 - b) Inherent Services. If any Services or other Deliverables, functions, or responsibilities not specifically described in the Agreement are required for Vendor's proper performance, provision and delivery of the Services and other Deliverables pursuant to the Agreement, or are an inherent part of or necessary sub-task included within the Services, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract.
 - c) Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of the Agreement; and that entering into the Agreement is not prohibited by any Contract, or order by any court of competent jurisdiction.
- 2) **SERVICES PROVIDED BY VENDOR:** Vendor shall provide the State with implementation Services as specified in a Statement of Work ("SOW") executed by the parties. This Agreement in combination with each SOW individually comprises a separate and independent contractual obligation from any other SOW. A breach by Vendor under one SOW will not be considered a breach under any other SOW. The Services intended hereunder are related to the State's implementation and/or use of one or more Software Deliverables licensed hereunder or in a separate software license agreement between the parties ("License Agreement").
- 3) **PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of the Agreement without prior written approval by the Agency Contract Administrator. The individuals designated as key personnel for purposes of the Agreement are those specified in the Vendor's offer. Any desired substitution shall be noticed to the Agency's Contract Administrator in writing accompanied by the names and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the Services of any person providing Services under the Agreement. Upon such termination, the Agency

may request acceptable substitute personnel or terminate the Contract Services provided by such personnel.

- a) Unless otherwise expressly provided in the Contract, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and other Deliverables.
- b) Vendor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
- c) The Agreement shall not prevent Vendor or any of its personnel supplied under the Agreement from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
 - i) Such use does not conflict with the terms, specifications or any amendments to the Agreement, or
 - ii) Such use does not conflict with any procurement law, regulation or policy, or
 - iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.
- d) Unless otherwise provided by the Agency, the Vendor shall furnish all necessary personnel, Services, and otherwise perform all acts, duties and responsibilities necessary or incidental to the accomplishment of the tasks specified in the Agreement. The Vendor shall be legally and financially responsible for its personnel including, but not limited to, any deductions for social security and other withholding taxes required by state or federal law. The Vendor shall be solely responsible for acquiring any equipment, furniture, and office space not furnished by the State necessary for the Vendor to comply with the Agreement. The Vendor personnel shall comply with any applicable State facilities or other security rules and regulations.

4) PERSONAL SERVICES: The State shall have and retain the right to obtain personal Services of any individuals providing Services under the Agreement. This right may be exercised at the State's discretion in the event of any transfer of the person providing personal Services, termination, default, merger, acquisition, bankruptcy or receivership of the Vendor to ensure continuity of Services provided under the Agreement. Provided, however, that the Agency shall not retain or solicit any Vendor employee for purposes other than completion of personal Services due as all or part of any performance due under the Agreement.

- a) Vendor personnel shall perform any duties on the premises of the State during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
- b) The State has and reserves the right to disapprove the continuing assignment of Vendor personnel provided by Vendor under the Agreement. If this right is exercised and the Vendor is not able to replace the disapproved personnel as required by the State, the parties agree to employ best commercial efforts to informally resolve such failure equitably by adjustment of other duties, set-off, or modification to other terms that may be affected by Vendor's failure.
- c) Vendor will make every reasonable effort consistent with prevailing business practices to honor the specific requests of the State regarding assignment of Vendor's employees. Vendor reserves the sole right to determine the assignment of its employees. If one of Vendor's employees is unable to perform due to illness, resignation, or other factors beyond Vendor's control, Vendor will provide suitable personnel at no additional cost to the State.
- d) The Agreement shall not prevent Vendor or any of its personnel supplied under the Agreement from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
 - i) Such use does not conflict with the terms, specifications or any amendments to the Agreement, or
 - ii) Such use does not conflict with any procurement law, regulation or policy, or
 - iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.