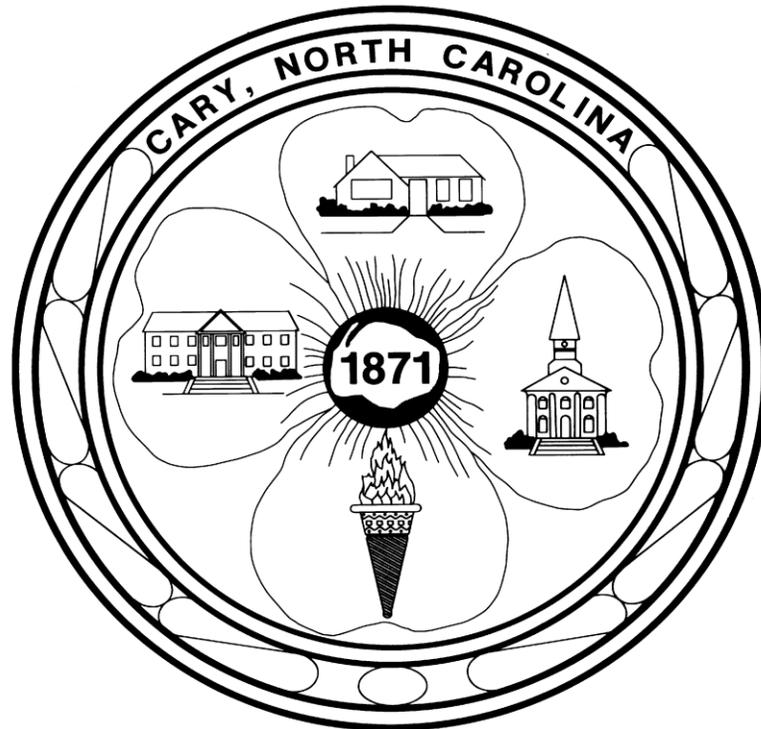


TOWN of CARY

North Carolina



REQUEST FOR PROPOSALS

RFP Name: Body Worn Camera and In-Car Camera Systems Project

Issue Date: 6/28/18

Proposal Due Date: 8/9/2018



TOWN of CARY

North Carolina

Issued By: Cary Police Department
120 Wilkinson Ave
Cary, NC 27513

RFP Name: Body Worn Camera and In-Car Camera Systems Project

Issue Date: June 28, 2018

Direct Inquiries To: Captain Steve Wilkins
Cary Police Department
(919) 469-4088
Steve.Wilkins@townofcary.org

Pre-Proposal Meeting: July 12, 2018 at 10:00 AM, at Police Department Training Room
A/B, 120 Wilkinson Ave Cary, NC 27513

Questions Due: July 19, 2018 at 5:00 PM

Questions Response Due: July 25, 2018

Proposal Due: August 9, 2018 at 3:00 PM ET

By Mail:	Hand-delivery*:
Cary Police Department	Cary Police Department
P.O. Box 8005	120 Wilkinson Ave
Cary, NC 27512	Cary, NC 27513
Attention: Capt. Steve Wilkins	Attention: Capt. Steve Wilkins
Re: RFP Body Worn Camera and In-Car Camera Systems Project	Re: RFP Body Worn Camera and In-Car Camera Systems Project

*FedEx, UPS or similar carrier methods may require this address for delivery. Please verify this information with carrier.

Respondents are cautioned not to make changes to any of the term and conditions in this solicitation. Doing so may render the proposal unacceptable and unresponsive for award. Question and inquiries must be made in writing as outlined in Section 5.

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1. INTRODUCTION

The Town of Cary (Town) desires to procure the following information technology goods and services as permitted under N.C.G.S. 143-129.8: a body worn camera system (BWC) and in-car digital camera system (CCS) including cameras and charging stations, a digital file management and storage system for the associated audio/video ('a/v') files, installation services, training and maintenance and related services, that will allow for the capture and preservation of interactions between police officers and the public ('project'). Critical to the project is to minimally impact officers' time required for entering data into the system related to an event type or case number, and the time required to transfer digital files from the BWC and CCS to the digital file management system. Also critical to the project is compliance with the N.C. Criminal Justice Information Services (CJIS) requirements and the ability for the Police Department to comply with N.C. law, particularly N.C.G.S. 132-1.4A *Law Enforcement Agency Recordings*, including its release and disclosure requirements and with retention requirements of the NC Department of Natural and Cultural Resources, Division of Archives and Records.

Definitions

Town, Police Department, RFP, Proposal, Candidate, Contractor, Shall, Should. Unless the context indicates otherwise - (a) the expressions "RFP," "this RFP," and "the RFP" refer to this document as it may be added to or updated. (b) "Town" and "town" mean the Town of Cary. (c) "Cary Police Department" and "Police Department" mean the Town of Cary Police Department. (d) The "proposal" is the response of a person or entity proposing to provide the information technology goods and services sought by this RFP. (e) The word "candidate" or "Candidate" is the person, firm or corporation that submits a proposal or that is considering submitting a proposal. (f) The word "Contractor" or "contractor" is the person or entity with which the Town enters into a contract to provide the information technology goods and services sought by this RFP. That is, "contractor" generally refers to a successful candidate that has obtained a fully executed contract with the Police Department, while "candidate" refers to those submitting a proposal in response to this RFP. (g) The word "shall" is used to tell candidates what is required under this RFP. Failure to comply with a "shall" will likely result in rejection. (h) The word "should" is used to specify features or functions that the Police Department has deemed desirable, but not required. Candidates that want to increase the likelihood of selection will meet all "shall" standards and many or most of the "should" standards, but failure to comply with all "should" standards will not necessarily or automatically result in rejection.

2. SCOPE OF WORK

The following section details the scope of work and requirements of the Town. The Contractor shall furnish all equipment, training, installation, maintenance, and all other related services provided in the scope of work. All work shall be in accordance with the specifications and subject to the terms and conditions of this Request for Proposals (RFP).

1. The Town's functional objectives for a BWC and/or CCS shall include the following, but not be limited to:
 - The BWC shall record video and audio, day and night, standard definition and high definition, 68 or better degree field of view, 30 to 60 frames per second, H.264 or MPEG 4 AVC or better
 - The BWC shall provide internal memory/storage for 5 hours of HD 30 FPS a/v

- The BWC shall have a battery life that will support a 12 hour shift (minimum of approximately five total hours of recording time)
 - The BWC shall be hot swappable with CCS.
 - The BWC and CCS shall have pre-event recording for video and audio independently
 - The BWC a/v files shall automatically record date/time
 - The BWC shall be associated with an officer so that a search can be performed on a/v files based on officer name or identification (ID)
 - The BWC shall securely attach to the Police Department's uniforms
 - The start/stop recording shall be easily activated with a gloved hand
 - The start/stop recording should provide protection from inadvertent recording
 - The BWC should be light weight
 - The BWC should include any activity in the metadata file such as viewing, copying, etc.
 - The BWC should include LEDs and/or other indicators for notifications of recording activation, low battery, and low storage space
 - The BWC should be waterproof and ruggedized
 - The CCS shall be able to record video and audio
 - The BWC and CCS shall be integrated
 - The CCS shall have a front forward and rear seat camera
 - The CSS shall have in cabin microphone
 - The BWC and CSS shall support the following triggers: Light-Bar, GPS/Speed, Impact Sensors, Siren, Manual/Remote body camera activation, door pop
 - The BWC shall server as the in-car body microphone
 - The BWC should include home and mobile chargers
 - The Cloud Hosted solution must be compliant with the Criminal Justice Information Services (CJIS) State of North Carolina and with North Carolina law pertaining to BWC and CCS, specifically N.C.G.S. 132-1.4A, *Law enforcement agency recordings*.
2. Functional objectives for managing a/v files prior to off-loading a/v files from the BWC and CCS shall include but are not limited to:
- Ability to view video while in the field
 - Ability to tag video while in the field for event type, associated with file retention and automatic purging
 - Ability to enter case number and suspect name in searchable fields
 - Ability to scrub (fast forward/rewind) video during playback
 - Access to a/v shall be secure, by authorized users only
 - A user other than an administrator shall not have the ability to delete a/v files

3. Functional objectives include off-loading a/v files from the BWC and CCS to the long-term digital file management and storage system. An administrator is someone who has elevated rights to manage the solution and make configuration changes. Off-loading shall include but is not limited to:
 - The BWC shall be able to download video from the vehicle
 - The BWC and CCS video must be integrated as one event
 - Secure transfer from end-to-end
 - No ability to delete or modify files
 - Minimal impact on officers' time to transfer files from BWC and CCS to file management system
 - Wireless upload via in-car equipment (mobile data computer, in-car camera system or other) is required
 - Docking units located at district stations are an option if minimal impact on officers' time
 - Files may be offloaded temporarily at district stations, but then must efficiently move across the wide area network, without interrupting other business processes, to centralized cloud hosted solution.
 - When off-loading, should have ability to manage security and chain of custody including if the process requires copying files to the desktop

4. Functional objectives include managing the a/v files once they have been off-loaded from the BWC and CCS to the secure long-term storage system. Functions shall include but are not limited to:
 - Create user accounts and manage user rights
 - Restrict ability to create, disclose, delete, and release copies of videos
 - When making DVD copies, it is preferable to have the ability to do so directly from file management system without a requirement to first copy to desktop
 - Maintain log and/or chain-of-custody of any activity related to a/v files
 - Automatically purge or delete permanently/ without availability elsewhere a/v files based on event type with associated file retention
 - Search for a/v based on date, time, officer name, officer ID, case number, event type
 - Scrub (fast forward/rewind) video during playback
 - Provide a/v integrity checking
 - Supervisors should be able to review officers a/v
 - Supervisors should be able to audit user access including a/v review
 - Shall be able to securely share, as per North Carolina law, a/v with 3rd parties. (District Attorney)
 - Video, audio and privacy mask redaction capability shall be required
 - Shall be able to import 3rd party a/v? video and files

5. The BWC System hardware, software and file transfer methods shall be comprised of proven packages which are fully developed, tested, and supported. It shall be compatible with the Police Department's system hardware and shall meet the functional requirements specified.
6. The BWC and CCS System shall be a cloud-based system.
7. The operating system is Windows 10. The clients will not be dedicated to the BWC or CCS System, but will also have other systems operating on them. If the proposed system is browser based, the BWC System will be compatible with previous and current versions of Internet Explorer, Chrome or Firefox.

The candidate's BWC System shall remain compatible with Microsoft's supported operating system upgrade

8. Depending on overall project funding level and cost of solution, the Town intends to purchase 150 BWC's. and 120 CCS's.

Product Support

A. Technical Support

1. The candidate shall provide support for all hardware and software products included under the proposed contract. the candidates' support staff shall respond within four hours to all support calls placed during normal business hours. Support calls placed after normal business hours shall be responded to within four hours on the first regular business day following notification.
2. Hardware and software support shall be provided for the first year of the proposed contract. The Town shall have an option to negotiate a support contract after the one-year agreement.
3. The candidate shall provide a toll-free number for 24/7 support calls.

B. Upgrades/Fixes

1. Functional fixes to the software shall be provided as they are released at no extra cost. Supporting documentation reflecting modifications shall be supplied, when necessary, at no extra cost.
2. For as long as the Police Department maintains an active support agreement (see Appendix B: Draft Town of Cary Standard Terms and Conditions), upgrades and enhancements to the software shall be provided automatically at no additional costs. Supporting documentation for software reflecting upgrades and enhancements shall be supplied at no extra cost.

C. Documentation

1. The Police Department shall have full access to the BWC System user manuals in hard copy and electronic pdf copy.
2. The candidate shall provide complete hard and/or soft documentation for the BWC and CSS System installation instructions, system administration and maintenance, technical reference and user manuals.

3. A simple step-by-step user's manual shall be provided for the end users and administrators during on-site training.

D. Training

1. The selected candidate shall train personnel in the use of all BWC System hardware and software. Initial training shall be conducted on-site at the Police Department. Follow-up training can be provided on-site or on-line.
2. At a minimum, required courses are as follows:
 - Officer Training - provide training sessions on-site that instructs at a minimum 15 trainers in the use and operation of the BWC and CCS System. The training shall include operating the BWC for the purpose of obtaining audio/video files, event tagging the file, and transferring the files. Training shall also include using the BWC System to search for and view a/v files.
 - System Administrator Training - Provide training on-site for five designated personnel who will act as system administrators for the BWC and CCS System computer configuration and applications. The training shall include BWC and CCS System administration tasks, software management functions and computer security. The training shall also include file management utilities and system procedures.
 - Course outlines for officer training and administrators training are to be provided to the Town. These outlined training materials shall be routinely updated.

E. Installation Services

1. The candidate shall provide installation and startup services for complete solution
2. Candidate shall coordinate all services with any authorized service center.
3. Schedule. Candidate shall provide a schedule to include delivery of a minimum of 150 BWC systems, hardware and software installation services, and training services.

F. Technology Security Policy

Contractor shall be able to provide proof of adherence to state of North Carolina, CJIS compliance policy, showing data access controls are in place, and Town of Cary data is secured and access is managed where only approved Town employees are accessing records.

3. RFP TIMELINE

RFP Process	Date and Time
RFP issue date	6/28/18
Pre-proposal Conference	7/12/18 at 10:00 am
Due Date for Questions from Candidates	7/19/18 at 5:00 pm
Addendums to RFP Posted to Website(s)	7/25/18
RFP submission deadline	8/9/18 at 3:00 pm

If there are any changes to the above Timeline; the Town will post an addendum as per information provided in Section 5 of this RFP.

All proposals will remain open and valid for the Town to accept for a period of 180 days after the deadline for submission of proposals. The Town representative may release candidates from this obligation by a written letter that specifically refers to this paragraph if he or she determines that the candidate and/or the proposal will not meet the Town's needs. Under N.C.G.S. 143-129.8, the statute permitting this solicitation, proposals submitted are not subject to public inspection until a contract is awarded.

4. PROPOSAL SUBMITTAL REQUIREMENTS

The respondent shall submit eight (8) copies of their proposal in a sealed envelope/box along with one digital version of the proposal (in PDF format) in the submission to the Town. No facsimile or email responses will be accepted or considered. The electronic copy shall be included in the proposal package as a USB flash drive with the Respondent's name and RFP name clearly marked. **Responses must be received no later than 3:00 P.M., Eastern Time (ET) on August 9, 2018.** Submittals may be mailed or hand-delivered, see specific addresses below and any submittal received after the deadline by any delivery method will not be considered or evaluated.

The proposal packages should be enclosed in a sealed envelope/box marked: **REQUEST FOR PROPOSALS – RFP Body Worn Camera and In-Car Camera Systems Project** and delivered via either of the following methods:

By Mail:	Hand-delivery*:
Cary Police Department	Cary Police Department
P.O. Box 8005	120 Wilkinson Ave
Cary, NC 27512	Cary, NC 27513
Attention: Capt. Steve Wilkins	Attention: Capt. Steve Wilkins
Re: RFP Body Worn Camera and In-Car Camera Systems Project	Re: RFP Body Worn Camera and In-Car Camera Systems Project

*FedEx, UPS or similar carrier methods may require this address for delivery. Please verify this information with carrier.

All proposals must be submitted to the address above no later than the above indicated date. All proposals shall be physically delivered to the office address listed above on or before the proposal deadline in order to be considered timely, regardless of the method of delivery. This is an absolute requirement. All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Contractor. It is the sole responsibility of the Contractor to have the proposal physically delivered to the above address by the specified time and date of opening. The time of delivery will be marked on each proposal when received, and any proposal received after the proposal submission deadline will be rejected. All Contractors are urged to take the possibility of delay into account when submitting a proposal. Attempts to submit a proposal via facsimile (FAX) machine, telephone or electronic means, including but not limited to email, in response to this RFP shall NOT be accepted.

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

5. PRE-PROPOSAL CONFERENCE AND RFP QUESTIONS

Pre-Proposal Conference

- Contractor representatives are URGED and CAUTIONED to attend the pre-proposal conference set forth below.
- A non-mandatory pre-proposal conference is scheduled for **July 12, 2018** at the Police Department Headquarters at the Cary Police Department located at the **Police Training Room A/B at 120 Wilkinson Ave, Cary, NC 27513**. The pre-proposal conference allows the contractors to be able to ask questions regarding the RFP that will be included in a written addendum as per given below.
- Contractor is cautioned that any information released to attendees during the pre-proposal conference, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered a part of this proposal.

RFP Questions

Upon review of the RFP documents, Contractors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. Questions concerning this RFP shall be submitted in writing to Captain Steve Wilkins via email to Steve.Wilkins@townofcary.org **no later than 5:00 P.M., ET on July 19, 2018. Indicate RFP name in the subject heading of the email.** Respondents are strongly advised to monitor site given below for any addenda regarding this solicitation.

<http://www.townofcary.org/business-development/bids-proposals>

The Town will not entertain any further questions after the question deadline. The Town will answer all questions by addenda that will be posted on the Town's website. Only emailed questions submitted by the above date will be addressed and answered. The issuance of such written responses is the only official method by which interpretation, clarification or additional information will be given by the Town. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarifications will be without legal effect. No personal inquiry or marketing meetings will be conducted or allowed.

6. PROPOSAL SUBMITTAL FORMAT AND CONTENTS

The instructions below provide guidance and information to Candidates to prepare and submit concise responses this RFP. The purpose is to establish the format and contents of the proposal so that responses are complete, contain all essential information, and can be easily evaluated.

Proposal Format

The proposal should be no longer than 30 pages (Fifteen (15) double-sided sheets) in length. Proposals shall be presented in a well-organized and concise manner. The page count does not include cover sheets and tabs. Tables 1 through 3 provided below may be provided in separate sheets if practical to do so and shall not be counted towards the page count.

Proposal Content

Any additional materials and/or documentation can be referenced in and attached to the proposal. The following items must be addressed in the package:

1. Letter of Intent/Contractor Information: Respondents shall submit a clear concise response to the information requested below.

- Introductory letter of intent specifying
 - a. Name of firm and address,
 - b. Primary contact person working on Project and his/her contact information,
 - c. Why the Town of Cary should select candidate firm for this work, and
 - Acknowledgment of any RFP Amendments (if any) posted on the Town’s website as noted in Section 5 of this solicitation.
 - Complete and submit the Town of Cary Vendor Application Form provided in Appendix A. Section D of this form does not have to be filled at this time.
 - Provide all Trade Secrets and Confidential information that are applicable for products and solutions that are proposed. The candidates shall comply with Section 9: Minimum Requirements for Contract Execution - Public Records and Submitted Proposals from Contractor, of this RFP. Any information that is a Trade Secret or Confidential information shall be submitted separately and marked as such on both hard copies and electron submissions (i.e., thumb drives, CDs, etc.). These documents shall be clearly labeled on the cover, each page, and all other material as “Trade Secret” or “Confidential”. During the course of the evaluation the Contractor agrees that the Town may reveal these documents to Town staff, officials, employees, or other staff or third parties involved in the selection process. The Town may disqualify any that designated its entire Proposal a trade secret or confidential that clearly does not qualify under the applicable laws provided in Section 9 of this RFP.
2. Product Specific Information: Candidates shall state in the third column (see Camera System, File Management Software, and File Tagging and Transfer System Table provided below) the specifics the proposed products that include performance, specific size, and/or make and model of all components. Indicate in the righthand “Notes” column if the feature can be modified, turned off, or turned on, either manually or through a setting in the software, or any other additional information. If providing additional information, it shall be labeled “Additional Information”. Failure to return and fill in these forms will be considered sufficient reason for rejection of the proposal and offer. Literature alone is not sufficient for consideration of the offer.

All equipment must meet North Carolina and Town/County of Cary safety requirements. The equipment shall be the latest model and shall not have been used as a demonstrator. Candidates shall submit detailed literature on the unit they propose to furnish.

Table 1: Camera system (BWC and CCS)

Product Description	Minimum or equivalent (If field is empty; feature is not required but may be preferred)	Product Offered “yes” or “no” and if “yes” state specification offered	Notes
Video resolution	1280x720 (HD) or 848x480 (SD)		
Video type	color		

Product Description	Minimum or equivalent (If field is empty; feature is not required but may be preferred)	Product Offered “yes” or “no” and if “yes” state specification offered	Notes
Recording speed	30 FPS		
Recording format	H.264, MPEG-4		
Lens field of view	68 degrees		
Date and time stamp	embedded on video frame		
GPS stamp			
Officer ID stamp	located in meta data and searchable field		
Storage in GB	GB		
Storage space HD	hours		
Storage space SD	hours		
Low light recording (lux, IR, flashlight)	Specify how		
Video only			
Audio only			
Snapshot option			
Start Stop recording action (button, slide, switch)	Specify type of mechanism		
Other buttons (bookmarking, snapshot, flashlight)			
Other Triggers to start recording (light bar)			
Battery life in standby	hours		
Batter life in recording	hours		
Battery recharging options (car charger, AC adapter spare battery)	specify		
Pre-event recording	specify		
Mounting options	specify		

Product Description	Minimum or equivalent (If field is empty; feature is not required but may be preferred)	Product Offered “yes” or “no” and if “yes” state specification offered	Notes
Point of view camera options			
LCD for in field playback			
Size of unit(s)			
Secure access to videos while on camera from unauthorized persons	Video cannot be accessed Without client and authorized login		
Chain of custody or event logs	specify		
Cable connection type	specify		
Water testing	specify		
Drop testing	specify		
Certifications	specify		
Warranty	specify		

Table 2: File Management Software

Product Description	Minimum or equivalent (If field is empty; feature is not required but may be preferred)	Product Offered “yes” or “no” and if “yes” state specification offered	Notes
Unique user accounts	specify		
Security groups	specify		
Granular security rights	specify		
Chain of custody event logs	specify		
Single Sign On (SSO)	Active Directory /SAML2 compliant		

Product Description	Minimum or equivalent (If field is empty; feature is not required but may be preferred)	Product Offered “yes” or “no” and if “yes” state specification offered	Notes
File retention with automatic purge based on event type and associated retention	specify		
Searchable fields including date range, office ID, report number, suspect name	specify		
Ability to scrub (fast forward/rewind) video during playback	specify		
Bookmarking and annotation	specify		
Playback includes meta data	specify		
Create DVD copy directly from back office	specify		

Table 3: File Tagging and Transfer System

Product Description	Minimum or equivalent (If field is empty; feature is not required but may be preferred)	Product Offered “yes” or “no” and if “yes” state specification offered	Notes
Direct connection to upload station at police sub-station	specify		
Wireless upload capability	specify		
Direct connection to in car equipment	specify		
Docking station at police sub-station	specify		

3. Project Approach and Schedule: Provide a detailed description of how the candidate intends to perform each requirement as specified in the scope of work. Provide the best value solution of how the products and services will help accomplish the objectives of the project meet high quality, compliance, and performance.

Project Schedule: Include a proposed time schedule for completion of the scope of work that includes, but not limited to equipment, training, installation, maintenance, and all other related services.

4. Contractor's Past Performance: Candidates shall submit the following information to demonstrate their past experience and qualification:
 - Provide a brief description of similar project experience illustrating work related to the technical aspects, equipment provided, and processes described in the scope of work. Include sub-contractor (if any) capabilities as related to the scope of work. Provide contact information and project start and end dates for each project cited.
 - The candidate shall provide a list of law enforcement agencies and primary contact information of reference, that are using the BWC and CSS System the candidate is proposing.
5. Project Team: Provide information, including qualifications, regarding the project team specifying the dedicated Project Manager and key personnel assigned to the team and the availability of backup personnel that will support this Project. Provide name and contact information for person responsible to assure that the time schedule and the Town's budget will be met.
6. Insurance and Contract Statement: Provide a statement that the firm will provide insurance as specified in *Appendix B – Town of Cary Standard Terms and Conditions* and provide a copy of the current Certificate of Insurance. Include a statement confirming that the *Standard Terms and Conditions* has been reviewed and that the firm is prepared to sign the Town's Agreement if selected by Town. If candidates have questions, issues, or exceptions regarding any term and conditions provided this RFP, those must be submitted as questions in accordance with the instructions in Section 5. The Town shall only consider requested modifications that are specifically received by candidates and such requests will be taken into consideration during the negotiation phase with the selected Contractor. For further information regarding modifications under Section 9; Negotiating with Candidates.
7. Identification of Lawsuits and Administrative Claims/Fine: Contractors must identify all lawsuits, administrative claims or fine proceedings Contractor has been a party to in the past five (5) years. Include any fines levied by any governmental unit relating to the proposed work in this RFP such as fines from the EEOC, Department of Labor or other unit of government.
8. Cost Proposal: Provide hourly labor rates and itemized cost for items provided below including any additional items not provided here. Include all costs associated with the Project so that it reflects all costs the Town will be responsible for. Labor rates shall be fully loaded (fully-burdened) labor rates.
 - Equipment
 - Initial configuration and set-up
 - Yearly maintenance or licensing fees
 - Training
 - Ongoing technical support
 - Additional requirements or services

7. EVALUATION CRITERIA

The selection will be made to candidate that submits the best overall proposal as determined by the Town and shall be evaluated based on criteria provided below. Proposals are evaluated based on the weighted percentage given next to the individual criteria.

Criteria to be considered in the evaluation are identified as follows:

1. Technical Merit/Project Approach (30 percent): The candidates proposed approach will be evaluated on the candidates demonstrated understanding, knowledge, product quality, meeting specifications, capability to perform the project, supply the equipment provided, etc., under the scope of work and how the candidates technical knowledge will benefit the Town. Ideas that are innovative, cost effective, or demonstrate overall improvements that are feasible for the Project will be given weight.
2. Past Performance (25 percent): The candidates are assessed based on the probability of meeting the RFP requirements by the demonstrated recent and/or relevant record of performing and supplying same or similar products, services, and maintenance that meet the contract requirements.
3. Project Team (20 percent): Key team members will be evaluated based on how they meet requirements of successfully performing the objectives of the project.
4. Schedule (15 percent): Consideration will be given to the firm's ability to meet schedules and responsiveness to Town of Cary staff.
5. Cost Effectiveness and Value (10 percent): Total cost of ownership for the Town will be evaluated (i.e., cost of acquiring, operating, maintaining, and product support and services over its projected lifetime) as detailed in the cost proposal and compared in terms of the most reasonable and effective pricing options.

8. SELECTION PROCEDURES

The Town will review the Proposals and all of the information provided in the submittal package. A selection committee comprised of Town staff, evaluators, and/or third parties will be convened to review the proposal packages. The Town reserves the right to reject any and/or all proposals. Respondents that are deemed competitive by the Town **may** be asked to provide Trial Testing, as outline below and should make themselves available for Trial Testing to the selection committee, Town staff, or third parties. Each firm will be responsible for all costs (e.g. travel and presentation materials) related to the presentation.

The selected firm will be notified by the Town and will enter into contract negotiations for receiving this work. In the event negotiations of specific contract terms, conditions and fees prove unsuccessful with the most qualified firms, the Town will begin negotiations with the next most qualified firms or re-advertise the RFP.

Trial Testing

The Town reserves the right to field test the equipment at Candidate's expense. Selected Candidates may be asked to demonstrate in person the equipment for trial to Town staff if requested. All costs of such demonstrations shall be borne solely by the Candidate. The Town shall notify the point of contact provided in the submitted proposal. Requested equipment for trial must be received at the **Cary Police Department at 120 Wilkins Avenue, Cary, NC 27513** within 2 weeks of notification. Candidate also must be able to provide to Police IT Staff all necessary

technical support needed for setting up a trial server and back-office management system within 3 weeks of notification of desired field test.

9. MINIMUM REQUIREMENTS FOR CONTRACT EXECUTION

All proposal packages and materials submitted hereunder become the exclusive property of the Town of Cary. The Town of Cary reserves the right to reject any or all submittals. This submittals request is neither a contractual offer nor a commitment to purchase services. The Town assumes no contractual obligation as a result of the issuance of this request, the preparation or submission of a qualifications statement by a Contractor, the evaluation of statements, or final selection. All submissions may be kept by the Town and may be disclosed to third parties at the Town's discretion.

Negotiating with Candidates

If the Town determines that any changes to the terms and conditions will be made as a result of the questions asked during the proposal submittal period as provided in Section 5, then such decisions will be communicated in the form of an RFP addendum. The Town may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract. Other than through this process, the Town rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Contractor's proposal. This applies to any language appearing in or attached to the document as part of the Contractor's proposal that purports to vary any terms and conditions rendering the proposal non-binding or subject to further negotiation. The proposal shall constitute a firm offer. By execution and delivery of this RFP Response, the Contractor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Contractor's proposal as nonresponsive.

An Agreement will be negotiated with the selected Candidate based on the proposed scope of work, deliverables, project schedule, price, and project team as outlined in their proposal. Appendix B contains the Town's standard "Draft" Terms and Conditions Services that will serve as a basis for any contract with the selected Contractor.

The Town reserves the right to award a contract, based on initial offers received from Candidates, without discussion and without conducting further negotiations. The Town may also, at its sole discretion, have discussions with Candidates and the Town may enter into negotiations separately with such Contractors. The Town shall not be deemed to have finally selected a Contractor until a contract has been successfully negotiated and signed by all parties.

Responsibility for Costs

The Candidate shall be fully responsible for all costs incurred in the development and submission of this submittal. Submittal documents should be prepared simply and economically, providing a straightforward and concise description of the Candidate's capabilities to satisfy the requirements of the request. Emphasis should be placed on completeness and clarity of content. Selected Candidates may be asked to demonstrate in person the equipment for trial to Town staff if requested. All costs of such demonstrations shall be borne solely by the Candidate.

Complete Services/Products

The Contractor shall be required to (a) furnish all tools, equipment, supplies, supervision, transportation, and other execution accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in accordance with

good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this document and the resultant contract, execute and complete all specified work to the satisfaction of the Town.

Public Records and Submitted Proposals from Contractor

Records received by the Town of Cary in response to a bid solicitation or a request for proposals are public records and subject to public inspection and copying. Some bid records are public as soon as received by the Town, others become public at bid opening and others at bid award.

The Public Records law (N.C.G.S. 132-1 et seq.) authorizes the Town to withhold from public inspection and copying legitimate and properly marked 'trade secrets'. If a record meets all of the following conditions:

1. It is a "trade secret" as defined in G.S. 66-152(3); and
2. It is the property of a private "person" as defined in G.S. 66-152(2); and
3. It is disclosed or furnished to the Town in connection with a bid or proposal; and
4. It is marked as "confidential" or as a "trade secret" at the time of its initial disclosure to the Town,

then the Town may withhold that particular trade secret from a public record inspection request.

If as part of Contractor's bid or proposal, Contractor submits to the Town any record, or portion of a record, that Contractor considers to be a trade secret meeting the definition contained in G.S. 66-152 (2), Contractor shall clearly mark the particular record, or portion of the record, that meets the definition of trade secret as TRADE SECRET or CONFIDENTIAL TRADE SECRET. In the event the Town receives a public records request for records Contractor designates as 'trade secret' the Town will notify Contractor and give Contractor the opportunity to, within one week of such notification, (1) confirm in writing that the specific record, or portion of record, that Contractor designated as TRADE SECRET meets the requirements of G.S 132-1.2 and G.S. 66-152, and the reasons therefore, and (2) to indemnify the Town in the event a challenge is brought for the withholding of a record based on Contractor having designated it a trade secret. The Town will only withhold the record if both conditions have been fulfilled to the Town's satisfaction.

Minimum Credentials

If licensure is required for any of the provided services herein the Candidates shall provide evidence of such licensure. Any Contractor proposing to use corporate subsidiaries or sub-contractors must include a statement that these companies shall be properly licensed in like fashion. It will be the responsibility of the prime Contractor to verify license(s) of any corporate subsidiary or sub-contractor prior to contract negotiations.

Contractor Qualifications

Contractors shall be required to submit evidence that they have relevant experience and have previously delivered services similar to those required.

Contractor may additionally be required to show that they have satisfactorily performed similar work in the past and that no claims of any kind are pending against such work. No submittal will be deemed responsive from any Contractors who is engaged in any work which would impair their ability to perform or finance this work or from any Contractor with outstanding claims pending for work of a similar nature, either completed or in progress.

No submittal will be deemed responsive from, nor will a contract be awarded to, any Contractor who is in arrears to the Town upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the Town, or is deemed to be irresponsible or unreliable by the Town.

The Contractor must have the financial ability to undertake the work and assume the professional

liability. The firm(s) must have an adequate accounting system to identify costs chargeable to the Project.

Conflict of Interest Statement

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

Changes in Personnel

Changes to personnel on project team(s), particularly a Project Manager, are to be avoided wherever possible. If during the contract negotiation phase the Contractor requests to make a change to any personnel listed within the Contractor's submitted Proposal, the request to the Town must be made in writing and detail the proposed replacement personnel, resume(s) and reason(s) as to why the replacement is needed. The Town will consider the request and may, or may not accept the new personnel changes. If the Town denies the Contractor's request for a change in personnel, the Contractor will be required to confirm in writing that the personnel submitted within Contractor's original Proposal will perform the work, or the Town will no longer consider the Contractor as the best qualified firm, and may enter into contract negotiations with the next most qualified Contractor.

***PLEASE NOTE, IF YOU HAVE RECEIVED THIS SOLICITATION FROM A SOURCE OTHER THAN THE TOWN OF CARY, IT IS THE RESPONDENT'S RESPONSIBILITY TO ENSURE THAT ALL ADDENDA HAVE BEEN RECEIVED. ***

Appendix A

Town of Cary Vendor Application Form

Appendix B

Draft Town of Cary Standard Terms and Conditions

ATTACHMENT A

Town of Cary Standard Terms and Conditions

Notwithstanding anything to the contrary contained in Contractor's Proposal or in base contract, the following terms and conditions and the RFP, if any, apply and take precedence and control over inconsistent, ambiguous or contrary terms and conditions in Proposal or Base Contract. However if Proposal or Base Contract imposes a more stringent standard or obligation on Contractor then the more stringent standard or obligation shall apply.

1. Definitions. For the purpose of this Standard Terms and Conditions ('Standard Terms'), the following definitions apply together with definitions contained in the body of these Standard Terms.

Base Contract – means the contract to which this is attached together with RFP and Proposal (if any).

Content -- means information obtained by Contractor from publicly available sources or third party content providers and made available to Town through the Services, or pursuant to an Order Form.

Contract – means Base Contract together with this Standard Terms and Conditions ('ST&C').

Contractor's Services or *Services* – mean all products and services to be provided by Contractor under Contract.

Documentation -- means the user manuals existing from time to time and all other documentation that is reasonably necessary for an end user to operate the Services, including but not limited to the documentation referenced in this Contract. Contractor shall provide Documentation that completely and accurately describes in all material respects the operation of the Services, published user manuals for all updates and new releases of the Services.

Proposal - means Contractor's proposal as accepted by Town.

RFP – means an 'invitation to bid', 'request for quotes', 'request for proposals,' or the like.

Specifications and Requirements -- means all definitions, descriptions, requirements, criteria and performance standards relating to the Services which are set forth or referenced in the Documentation or any other materials published by the Contractor or its licensors from time to time describing the functional and/or technical specifications with respect to all or any part of the Services.

Town Data -- means electronic data and information submitted by or for Town to the Services, excluding Content and Non-SFDC Applications.

2. Contractor Representations and Warranties. By executing Contract, Contractor represents and warrants that now and continuing for the term of Contract:

a. Contractor is fully qualified, skilled and capable of performing Services in a fully competent, professional and timely manner; shall exercise reasonable care and diligence in performing Services; shall act in accordance with generally accepted standards of Contractor's practice throughout the U.S.; and shall comply with Contract and with all applicable federal, state and local laws, ordinances, rules and regulations (collectively 'Laws and Regulations');

b. Contractor possesses all necessary licenses and certifications and is qualified to do business in North Carolina;

c. Contractor shall perform all Services in a timely manner in accordance with all schedules for the project or required under Contract, time being of the essence;

d. Contractor shall work in good faith with Town to meet requirements imposed by the federal or state government or other funding entity if grants are used to fund any portion of Contract;

e. The individuals signing Contract have the right and power to do so and bind Contractor to the obligations set forth herein, and such individuals do so personally warrant that they have such authority.

3. Deliverables; Taxes. If Services include the delivery of deliverables to Town, Contractor shall submit to Town all deliverables, including reports, technical memoranda, testing protocol,

designs, drawings, specifications, electronic databases and the like (collectively 'Deliverables') in electronic form in read-only MS-Windows compatible format (including pdf formats). All drawings shall be CAD generated and shall be provided on electronic media downloadable onto an AutoCAD based system. In order to meet US Justice Department standards for Internet accessibility, all Deliverables (draft and final) intended for presentation on the Town of Cary's Web site must be provided in a manner and format compatible, consistent, and in compliance with all Town technology standards. Materials provided in PDF format must be screen-reader friendly and contain alternate text tags of no more than 34 characters for all graphics.

Unless otherwise provided, Contractor is responsible for all applicable taxes and license fees and shall acquire all licenses and permits as required by Laws and regulations.

4. Ownership of Documents and Copyright/Town Seal. All Deliverables and other works developed in the performance of this Contract ('Documents') shall be and become the property of Town and may be used on any other project without additional compensation to Contractor, provided that such other use shall be at the risk of the Town. If not provided to Town earlier, Contractor shall turn over to the Town in good unaltered condition, reproducible of all Documents within seven (7) days after Contract termination. Unless specifically agreed otherwise by Town, copyrights (if any) in Documents created under this Contract belong to Town. Town shall have a non-exclusive license to use Documents for which Contractor, or another, may own the copyright, if any. Contractor shall not use the seal of the Town of Cary.

5. Compensation, Default, Termination and Suspension.

a. Compensation. Compensation shall be as set forth in Base Contract, and is the total price for all Services. Compensation shall be paid at completion of Services unless specifically provided otherwise. At completion of Services, or the relevant phase (if applicable) Contractor shall submit invoices showing all Services performed, and such other details as may be required by Contract. Town shall pay invoices for which it makes no objection within 30 days of receipt of invoice.

b. Termination/Suspension for Convenience of the Town. Unless specifically provided otherwise, this Contract may be terminated without cause by the Town and for its convenience upon ten (10) days written notice to Contractor. Town may order Contractor in writing to suspend, delay or interrupt all or any part of Contractor's services for the convenience of Town.

c. Termination after Breach. After seven (7) days written notice to the other party of its default or breach, this Contract may be terminated by the noticing party.

(i) Compensation after Termination. (a) In the event of termination for the convenience of the Town, Contractor shall be paid that portion of Compensation that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the Town due to errors or omissions of Contractor. Town will be entitled to a pro rata refund if Town has paid for unused Services prior to the date of termination for convenience, said refund to be paid within thirty (30) days of the date of termination. (b) In the event of termination by reason of a material breach by the Town, Contractor shall be paid that portion of Compensation that it has earned to the date of termination, plus an amount equal to five percent (5%) of Compensation earned to date of termination or (ii) Contractor's unearned Compensation, whichever is less, less any costs or expenses incurred or anticipated to be incurred by the Town due to errors or omissions of Contractor, and the Contractor expressly agrees that said compensation is fair and appropriate as liquidated damages for any and all costs and damages it might incur as a result of such termination. (c) In the event of termination by reason of a material breach by Contractor, Contractor shall be paid that portion of Compensation that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by Town due to errors or omissions of Contractor or by reason of the Contractor's breach. Town will be entitled to a pro rata refund if Town has paid for unused Services prior to the date of termination for material breach, said refund to be paid within thirty (30) days of the date of termination. d. Provide Complete Documents. Should Contract be terminated for any reason, Town shall, nevertheless, have the right to require

Contractor to (a) turn over to Town all finished, or unfinished Documents and (b) perform such additional effort as may be necessary to providing professionally certified and sealed drawings and to delivering to Town such certified and sealed drawings with respect to any phase or item of the Contractor's services, for which effort the Contractor shall be compensated in accordance with Contract.

6. Insurance. Contractor and Contractor's permitted subcontractors shall purchase and maintain on a primary basis and at its sole expense during the term and for three years after the termination of this Contract insurance for the following: protection from claims under Worker's or Workmen's Compensation Acts covering claims arising out of or related to bodily injury, including bodily injury, sickness, disease or death of any of Contractor's employees or subcontractors; Commercial General Liability Insurance, including contractual liability and covering bodily injury, property damage, products and completed operations and personal injury; Commercial Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, covering bodily injury and property damage; and Professional Liability/Errors & Omissions Insurance (if applicable) covering claims arising out of or related to Contractor's performance under this Contract.

Unless otherwise specified on Attachment 1, minimum limits of insurance coverage are:

General Liability aggregate	\$1,000,000	per	occurrence/\$2,000,000
Commercial Automobile Liability	\$1,000,000	CSL	
Commercial Excess Liability / Umbrella Policy	\$1,000,000	per occurrence	
Workers Compensation	Statutory Limits		
Employer's Liability	\$ 500,000	each accident	
Professional Liability	\$1,000,000	per claim	
Cyber Liability	\$2,000,000	per claim and aggregate	

The Contractor may satisfy the insurance limits above with a combination of primary and umbrella/excess liability insurance policies. Umbrella/Excess liability shall follow form as to each of the underlying policies. Any available insurance proceeds in excess of or broader than the specified minimum limits of insurance and coverage shall be available to the Town.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Insurers

The minimum insurance ratings for any company insuring the Contractor shall be Best's A-. Should the ratings of any insurance carrier fall below the minimum rating, the Town may, at its option, require the Contractor to purchase insurance from a company whose rating meets the minimum standard. Contractor's insurance carrier(s) shall be authorized to do business in the state of North Carolina. If Contractor is unable to find an authorized carrier for any line of insurance coverage, Contractor shall notify Town in writing.

Additional Insured Status

All insurance policies (except Workers Compensation and Professional Liability) shall name the Town, its elected officials, officers, employees and volunteers as an additional insured.

Notice of Cancellation

Each policy shall provide that the Town shall receive not less than thirty (30) days prior written notice, when available, of any cancellation or non-renewal of coverage of any of the policies. Upon notice of such cancellation, non-renewal or if a policy's limits are exhausted, Contractor shall procure substitute insurance so as to assure Town that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

Primary

Contractor's insurance coverage shall be primary for any claims related to this agreement.

Waiver of Subrogation

The insurer shall have no right of recovery or subrogation against Town, its agents or agencies, it being the intention of the parties that the insurance policies shall protect Town and be primary coverage for any and all losses covered by the policies.

Verification of Coverage

A certificate of insurance and all endorsements required shall be provided at, or prior to, execution of this Contract. The Town's review or acceptance of certificates of insurance shall neither relieve Contractor of any requirement to provide the specific insurance coverage set forth herein nor shall it constitute a waiver or acknowledgement of satisfaction of the specific insurance requirements set forth in this Contract.

Certificate Holder address should read:

Town of Cary
PO Box 8005
Cary, NC 27512-8005

Special Risks or Circumstances

The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7. Indemnification.

a. General Indemnity. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town, its officers and employees, from and against all claims, costs, civil penalties, fines, losses, and damages (including but not limited to professionals' fees and charges and all court or other dispute resolution costs), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any breach by Contractor of any term or condition of Contract, (b) any breach or violation by Contractor of any applicable Law or Regulation, or (c) any other cause resulting from any act or failure to act by Contractor under this Contract, but only to the extent caused by any negligence or omission of Contractor. This indemnification shall survive the termination of Contract.

b. Intellectual Property Indemnity. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town, its officers and employees, from and against all claims, costs, civil penalties, fines, losses, and damages (including but not limited to all professionals' fees and charges and all court or arbitration or other dispute resolution costs), by whomsoever brought or alleged, arising out of or related to infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by

Town in writing ('Town required design'). If Contractor has reason to believe the use of a Town required design is an infringement of an intellectual property right, Contractor shall be responsible for such loss unless such information is given to the Town immediately upon becoming aware of such possible infringement. This indemnification shall survive termination of Contract.

8. Prohibited Contract terms. In no event shall there be any of the following without Town's express prior written agreement: (i) any limitation on, or disclaimer of, implied or express warranties or the liability of Contractor; (ii) any limitation on damages, including a limitation on consequential damages; (iii) any requirement for arbitration or for mandatory mediation; (iv) any requirement that Town officials or employees keep information confidential or any requirement that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the Public Records Law (N.C.G.S. §132-1 *et seq.*).

9. Independent Contractor. Contractor is an independent contractor and is solely responsible

for its Services and the supervision of its employees and permitted subcontractors. All persons assigned by Contractor to provide Services pursuant to this Contract shall, for all purposes of this Contract, be considered employees of Contractor only. Contractor shall assume the sole and exclusive responsibility for the payment of wages to individuals for services performed under this Contract and the withholding of all applicable Federal, State, and local taxes, unemployment insurance, and maintaining workers compensation coverage in an amount and under such terms as required by law. If Town notifies Contractor in writing that any person providing Services appears to be incompetent, disorderly, or otherwise unsatisfactory to Town, such person shall be removed from the project and shall not again be employed on it except with the prior written consent of Town. No extension to any "Milestone Date" or completion date will be granted for replacement of such personnel or subcontractors.

10. Public Records. Contractor acknowledges that that records in the custody of Town are public records and subject to public records requests. Town may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by Contractor, the Town will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. 66-152, that are specifically designated as a "trade secret" or "confidential" at the time of initial disclosure by contractor, and that are otherwise entitled to protection under N.C.G.S. 132-1.2(1). If Contractor, its employees or subcontractors, during provision of Services, becomes aware of or has access to confidential records or information or information of the Town that is protected from disclosure by Federal or State law ("Confidential Information"), Contractor, its employees and subcontractors, shall not disclose any such Confidential Information. Any definition of "confidential," "confidential information," "trade secret," or the like contained in Base Contract is hereby disclaimed and deleted.

"Confidential Information" means any and all information, in whatever form, furnished or disclosed by Contractor to Town that meets all of the requirements of a trade secret as set forth in N.C.G.S. 66 -152, and that is designated as a 'trade secret' or 'confidential' at the time of initial disclosure.

Confidential Information will not include information that: (i) is in or enters the public domain without Town's breach of this Agreement; (ii) Town receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or (iii) Town develops independently, which it can prove with clear and convincing written evidence.

If a public record request is made on Town for a record that meets the requirements of Confidential Information, then Town shall notify Contractor. If Contractor, within ten (10) days of such notice, (i) provides written notice to Town that the requested information is Confidential Information entitled to be withheld from public inspection and copying, and (ii) indemnifies and holds harmless Town from and against all loss, costs and expenses including attorneys' fees that may be incurred for withholding such record from public disclosure in a writing memorialized in substantially the same form as that attached hereto as Exhibit A; then Town shall withhold such information from public access. Contractor understands and acknowledges that Town is subject to legal action and the imposition of attorney's fees if public records are wrongly withheld from disclosure. If Contractor does not respond in writing that the requested information is Confidential Information and does not provide the required indemnification within ten (10) days of notice that Town has received a public record request, then such record shall be deemed to be not Confidential Information and Contractor hereby agrees and consents that Town may release such record pursuant to the public records request.

11. Entire Agreement; Amendments to Contract. This Contract represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, including clickthrough agreements, clickwrap agreements, clickwrap licenses, or similar non-reciprocal agreements (collectively, "clickthrough agreement"). Contract may be amended

only by written amendment signed by both parties. Neither party may amend, or seek to amend, this Contract by clickthrough agreement.

12. Dissemination of Information. The Town takes efforts to assure that accurate information about the Town is disseminated such that neither the public trust nor the public's perception of Town impartiality is compromised. Contractor, mindful of those efforts, agrees that it shall not publicly disseminate any information concerning the Services without prior approval from Town. Any approval given by the Town may be given with certain stipulations, such as Town participation in the creation of the public product or Town review and the option to refuse ultimate release of the final product should it fail to meet the Town's standards and goals. Publicly disseminate means but is not limited to electronic, video, audio, photographic or hard copy materials serving as, in whole or part, advertising, sales promotion, professional papers or presentations, news releases, articles, or other media products, and/or Contractor's business collateral pieces. Notwithstanding the foregoing, the parties agree that Contractor may list Town as a reference in response to requests for proposal and may identify the Town as a customer in presentations to potential customers.

13. Limited Assignment/Delegation. This Contract shall bind Contractor and its successors and permitted assigns. Contractor shall not assign or transfer its rights or interest in Contract (including the right to payment), nor shall contractor delegate its duties under Contract, without the Town's written consent, which the Town may grant or withhold in its sole discretion. The Town's consent shall not release Contractor of any obligation under Contract and Contractor and permitted assigns shall be subject to all of Town's defenses. Any attempt to assign Contract without the prior written approval of Town shall be void. . If Contractor utilizes approved subcontractors, Contractor shall be responsible for the scheduling, completeness, quality, accuracy and timeliness of all their work. Town has the right to request that any subcontractor be replaced due to unsatisfactory performance.

14. Governing Law. The parties acknowledge Contract is a "business contract" subject to the provisions of N.C.G.S. Chapter 1G and agree that Contract and the rights and duties of the Parties shall be governed by the laws of the State of North Carolina, without regards to conflict of laws provisions. The Parties further agree that any dispute arising from Contract shall be litigated in the courts of the State of North Carolina and any and all suits or actions related to Contract shall be brought exclusively in Wake County, North Carolina. Service of process may be effected by delivery by any method permitted under the N.C. Rules of Civil Procedure on the office or individual specified in Paragraph 19 'Notice' or on any officer of the Contractor.

15. Severability. If any provision of Contract is held as a matter of law to be unenforceable, the remainder of Contract shall be enforceable without such provision.

16. Non-Exclusive Remedies/No Waiver. The selection of one or more remedies for breach shall not limit a party's right to invoke any other remedy available under Contract or by law. No delay, omission or forbearance to exercise any right, power or remedy accruing to a party shall impair any such right, power or remedy or shall be construed to be a waiver of any breach hereof or default. Every right, power or remedy may be exercised from time-to-time and as often as deemed expedient.

17. Survival. All representations, indemnifications and other terms and conditions of Contract which by their nature should survive Contract termination shall survive its expiration or termination.

18. Conduct: Town has adopted a Mission Statement and Statement of Values. To support these values, Town has published *Working with the Town of Cary—A Guide for Temporary Employees, Contractors, Consultants, and Volunteers.* To the extent consistent with the terms and conditions of Contract, Contractor agrees to support and abide by the policies and elements contained in the chapters titled 'Our Culture' and 'Working with the Media' in such publication.

19. Notice. All notices shall be in writing and delivered to the other party by personal delivery, commercially recognized overnight courier service, or prepaid U.S. certified mail, return receipt

requested, addressed as follows:

to Contractor: To the Contractor's address provided in Contract, or as otherwise specified in writing to Town by Contractor.

to Town: Project Manager, Town of Cary, 316 N. Academy St. PO Box 8005, Cary, NC 27512-8005. Contractor shall specify Project Manager by full name, and shall include name of Project.

Notice shall be effective upon the earlier of: (a) actual receipt; or (b) 3 days after deposit in the U.S. mail or other service. Each party is responsible for notifying the other of any change of address.

20. Gifts and Favors. Contractor shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including G.S. §14-234, G.S. §133-1, and G.S. §133-32.

21. Nondiscrimination. Neither party shall discriminate on any prohibited basis. Contractor shall comply with the Americans with Disabilities Act of 1990 ("ADA").

22. Dispute Resolution. If Services are performed in connection with a construction contract subject to GS § 143-128(f1), and a dispute arises with an amount in controversy that exceeds \$15,000.00 Contractor shall participate in the Town's dispute resolution process.

23. Electronic Version of Contract. Town may convert a signed original of the Contract to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Contract shall be deemed for all purposes to be an original signed Contract.

24. Verification of Work Authorization. Contractor, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.

25. No Third Party Beneficiaries. Unless otherwise explicitly stated, there are no third party beneficiaries to Contract.

26. Pre-Audit Requirement. This Contract has not been fully executed and is not effective until the Preaudit Certificate (if required by NCGS 159-28) has been affixed and signed by the Town of Cary finance officer or deputy finance officer.

27. Performance of Government Functions. Nothing contained in this Contract shall be deemed or construed so as to restrict or inhibit the Town's police powers or regulatory authority.

28. Principles of Interpretation and Definitions. In this Contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. (2) References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (3) References to a "Section" or "section" or "paragraph" shall mean a section or paragraph of this Contract. (4) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (5) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this Contract. (6) "Duties" includes obligations. (7) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (8) The word "shall" is mandatory. (9) The word "day" means calendar day. (10) Normal business hours means Monday through Friday from 8:00a.m. until 5:00p.m. Eastern Standard Time.

29. Provision of Purchased Services. Contractor will (a) make the Services and Content available to Town, (b) provide applicable standard support for the Services to Town at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Services

available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Contractors shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Contractor's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Contractor's employees), Internet service provider failure or delay, Non-Contractor Application, or denial of service attack.

30. Protection of Town's Data. Contractor will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Town Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Town Data by Contractor personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law, or (c) as Town expressly permits in writing.

31. Access to and Use of Content. Town has the right to access and use applicable Content subject to the terms of applicable Order Forms and this Contract.

32. License to Host Town Data and Applications. Town grants Contractor, its affiliates and applicable contractors a worldwide, limited-term license to host, copy, transmit and display Town Data, and any Non-SFDC Applications and program code created by or for Town using a Service or for use by Town with the Services, as reasonably necessary for Contractor to provide the Services in accordance with this Contract. Subject to the limited licenses granted herein, Contractor acquires no right, title or interest from Town or Town's licensors under this Contract in or to any of Town Data, Non-SFDC Application or such program code.

33. Further Contractor Warranties.

33.1 Contractor warrants that during an applicable subscription term (a) this Contract and the Order Forms and Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Town Data, (b) Contractor will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with applicable Documentation, and (d) Contractor will not materially decrease the overall functionality of the Services.

33.2 Contractor represents and warrants that during the term of this Contract and any Renewal Periods ("warranty period"), the Services will fully comply with the Specifications and Requirements and all applicable federal, state and local laws and regulations. During this warranty period, the Contractor shall promptly either repair or replace any defective Service at no additional charge to the Town. If the Contractor is unable to totally cure any defective Service within thirty (30) days after receipt of notice from the Town, the Town shall have the right to immediately terminate this Contract by written notice to the Contractor, and to obtain a full refund of the fees paid in connection with the Service (including but not limited to any implementation, maintenance and training fees), plus the reasonable incremental cost of any replacement service acquired by the Town. This remedy is without limitation of any other remedies the Town may have at law or under this Contract. Modification of the Services by the Town or its subcontractors will not eliminate the above warranty, except for defects that are directly caused by such modification.

33.3 Contractor represents and warrants that it will not knowingly introduce into the Services viruses, Trojan horses, worms, time bombs and other destructive or disabling devices.

33.4 Contractor represents and warrants that the Documentation is complete and accurately describes the Services in all material respects, and enables users of the Services to fully utilize the Services for all purposes for which it is being acquired by the Town. The Contractor further

represents and warrants that, for so long as support and maintenance services are provided to or purchased by the Town, the Documentation will be updated to reflect all new versions, releases or modifications of the Services delivered to the Town, and such updated Documentation will be of equal or greater quality to the initial Documentation provided to the Town. Any such updated Documentation will be delivered at the same time as the new version, release or modification to which the Documentation update applies.

33.5 Contractor represents and warrants that it owns or has the right to license all the intellectual property rights necessary to grant any applicable licenses in the Services.

34. Town Data Portability and Deletion. Upon request by Town made within 30 days after the effective date of termination or expiration of this Contract, Contractor will make Town Data available to Town for export or download. Upon receipt of written acknowledgment from Town that Town has exported or downloaded Town Data, Contractor will have no obligation to maintain or provide any Town Data, and will thereafter delete or destroy all copies of Town Data in its systems or otherwise in its possession or control, unless legally prohibited.

35. Use by Contractors. The Town may allow access to the Services by third-party contractors engaged by the Town to use, operate, implement, integrate or modify the Services on behalf of the Town.

36. Outsourcing. The Town may also authorize a third party to use the Services in connection with the outsourcing of one or more of the Town's information systems operations.

EXHIBIT A

INDEMNIFICATION AGREEMENT

This Indemnification Agreement, made the ___ day of ____, 201_ by and between Contractor with an address at _____ (the "Company"), and the Town of Cary, a North Carolina municipal corporation (the "Town").

WITNESSETH

WHEREAS, the Town and Contractor entered into an Agreement ("Agreement") dated _____, 201_; and

WHEREAS, said Agreement included a requirement pertaining to public records; and

WHEREAS, N.C.G.S 132-1.2 permits the withholding of legitimate 'trade secrets' from public inspection and copying if specified conditions are met; and

WHEREAS, Town has received a public records request to inspect and copy certain records relating to or arising out of the Agreement; and

WHEREAS, Contractor asserts that certain information requested is a trade secret that qualifies for 'trade secret' status and protection; and

WHEREAS, a condition for the Town observing such 'trade secret' status is that Contractor indemnify the Town against all losses and expenses and liability that might arise out of taking such a position regarding Contractor's 'trade secrets.'

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration the receipt of which is acknowledged, it is agreed as follows:

1. Representations and Warranties. Contractor represents and warrants that the specific pieces of information set forth on Attachment 1 are 'trade secrets' as such term is defined in Chapter 66, Article 24 of the North Carolina General Statutes (N.C.G.S.§66-152(3)) and such information is entitled to be withheld from public inspection and copying in accordance with Chapter 132, Public Records, of the North Carolina General Statutes (N.C.G.S.§132-1 et seq, specifically N.C.G.S.§132-1.2). Contractor understands and intends that the Town of Cary, its officers, agents and employees rely on such representations and warranties. Further, Contractor and its manager represent and warrant that Contractor is a manager managed limited liability company and the manager who executes this Indemnification Agreement is duly authorized to so bind Contractor.

2. Indemnification. Contractor shall indemnify and hold the Town of Cary, its officers, agents and employees, (sometimes 'Indemnitees') harmless from and against any and all claims, losses, liabilities, costs, expenses, charges, penalties, fines and damages, including the assessment of attorneys' fees, arising from, or related to the withholding of records from inspection under the Public Records Act, Chapter 132 of the North Carolina General Statutes. Contractor shall be responsible for all expenses incurred by the Indemnitees in its defense of any claim, suit or action within the scope of this indemnification and for all expenses and damages that might be assessed against the Indemnitees as a result of withholding such records or information from public inspection. If a claim, suit or action is

threatened Indemnitees may demand that Contractor post a bond or other form of financial guarantee to guaranty and assure the satisfaction of this indemnification obligation.

3. Term. This Indemnification Agreement shall last so long as the Town of Cary must retain records relating to or arising out of the Agreement in accordance with the Municipal Record Retention Schedule of the Town of Cary.

4. Choice of Law/Venue. This Indemnification Agreement shall be governed by the laws of the State of North Carolina. Proper venue for any action shall be Wake County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Indemnification Agreement to be executed by duly authorized officers the day and year first written above.

Contractor

By: _____

Title: _____

Date: _____

Attachment 1.
Information Entitled to be Withheld as a Trade Secret

Set forth below are the _____ [insert description] that Contractor certifies are and qualify as trade secrets.

Item	Location	Justification

PURCHASE ORDER TERMS AND CONDITIONS

The seller agrees that the following terms and conditions will be applicable.

1. If seller refuses to accept the order exactly as written, he will return it at once with explanation.
2. Purchaser will not be responsible for any goods delivered without purchase order.
3. Seller will send separate invoices for each purchase order number.
4. Seller will deliver no invoices to purchaser's employees.
5. No boxing, packing or cartage charges will be allowed by purchaser unless specifically authorized on the face of this order.
6. It shall be understood that the cash discount period to purchaser will date from the receipt of the invoice or from the date of the receipt of goods, whichever is later.
7. The risk of loss and damage to the goods which are the subject of this order shall remain with the seller until the goods are delivered to the destination set out in the order and accepted by the purchaser or its nominee.
8. In the event of seller's failure to deliver as and when specified, purchaser reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and seller agrees that purchaser may return part or all of any shipment so made and may charge seller with any loss or expense sustained as a result of such failure to deliver or to perform.
9. In the event any article, service or process sold, delivered and/or performed hereunder shall be covered by any patent, copyright, or application for either, seller will indemnify and save harmless purchaser from any and all loss, cost or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of rights under such patent, copyright, or application for either.
10. In the event any article, service or process sold and delivered or sold and performed hereunder shall be defective in any respect whatsoever, seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen or occur in connection with the use or sale of such article, service or process and are contributed to by said defective condition.
11. If seller performs services or constructs, erects, inspects or delivers hereunder, seller will indemnify and save harmless buyer from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen to occur in connection therewith.
12. Purchaser reserves the right to place in seller's plant, at purchaser's expense, an inspector or inspectors who shall be permitted to inspect before shipment, or during the process of manufacture, any material on this order.
13. Seller agrees not to release any advertising copy mentioning purchaser or quoting the opinion of any of purchaser's employees.
14. Seller represents and warrants that no federal or state statute or regulations or municipal ordinance, has been or will be violated in the manufacturing, sale or delivery of any article or service sold and delivered hereunder and if such violation has or does occur, seller will indemnify and save harmless purchaser from all loss, penalties, or the payment of all sums of money on account of such violation.
15. Unless this contract is exempt therefrom under the rules and regulations of the President's Committee on Equal Employment Opportunity, the contract provisions of Section 301 of the Executive Order No. 10925, dated March 6, 1961, any subsequent changes thereto are to the extent they may be applicable, made a part of this contract by reference.
16. Any contractors supplying both services and materials shall be paid all sales or use taxes on materials so furnished and shall indemnify and save harmless purchaser from any damages, costs, expenses or penalties on account of such taxes.
17. Purchaser may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom practice or course of dealing to the contrary.
18. The terms and conditions of sale as stated in this order govern in event of conflict with any terms of seller's proposal, and are not subject to change by reason of any written or verbal statement by seller or by any terms stated in seller's acknowledgment unless same be accepted in writing by the TOWN OF CARY.
19. Contractor or seller hereby certifies that contractor or seller, and all subcontractors utilized by the contractor or seller, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.