



Request for Proposals

HENDERSON COUNTY LAND DEVELOPMENT PERMITTING SYSTEM (LDPS)

Proposals are due to the Planning
Department by

Monday, April 20, 2020

2:00 PM



NOTICE TO BIDDERS

Henderson County proposes to purchase the following:

LAND DEVELOPMENT PERMITTING SYSTEM

Pursuant to the General Statutes of North Carolina, Chapter N.C.G.S. 143-129.8, Henderson County will receive sealed proposals until Monday April 20th 2:00PM, in the office of the Planning Department, 100 N. King Street, Hendersonville, North Carolina 28792.

Specifications are available at the above address Monday through Friday, 8:00 A.M. to 4:30 P.M. or, by phoning 828-697-4819 or on the County website at <https://www.hendersoncountync.gov/rfps>

Henderson County reserves the right to reject any and or all proposals and to accept the best overall proposal.

John Mitchell
Business and Community Development Director



REQUEST FOR PROPOSALS

LAND DEVELOPMENT PERMITTING SYSTEM

Henderson County ("The County") is evaluating new software to satisfy its planning, zoning, permitting, inspections, code enforcement and address application needs.

- This RFP is being issued pursuant to N.C.G.S. 143-129.8 Purchase of Information Technology Goods and Services.
- **Complete the E-Verify affidavit** and include both with your submittal. Electronic versions are acceptable.
- Proposal response instructions are contained in **Sections 3, 7, and 8** of the *Request for Proposals* (RFP) document.
- The proposal should include all costs associated with training, implementation, hardware specifications, interface estimates, file conversion assistance, custom modification estimates, annual maintenance and support.
- Attendance at the **mandatory pre-bid meeting is required**. This pre-bid meeting will be held on **Friday, March 27, 2020** in the King Street Meeting Room located at 100 N. King Street; Hendersonville, N.C. at **10:00 AM**. Note: Only those vendors that attend the pre-bid meeting will receive further addendums and or copies of vendor questions and answers.
- Please **submit** your sealed proposal by **2:00PM on Monday April 20, 2020** – in hard copy format **only**. Detailed instructions are provided in **Section 8**.

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

Sincerely,

John Mitchell

Business and Community Development Director



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1. PROJECT OBJECTIVES AND BACKGROUND

1.1 OVERVIEW

Henderson County, North Carolina (“the County”) is seeking proposals from qualified firms for software and implementation services for migrating and enhancing the existing Permitting and Inspections (PNI) program including processes and data, to a robust software platform that takes advantage of current technologies to support storage, workflow, access and integration. The new system is referred to in this document as the Land Development Permitting System (LDPS). The system will enable the County to centrally receive, process, manage, report and receive fees on permitting, inspections, building services, code enforcement services, planning, emergency services, public utilities, natural resources (erosion control, stormwater, floodplain, watershed), and environmental health.

The system will provide a central portal through which all stakeholders (internal and external to the County) will access status information of past and present actions taken on a parcel. It will offer citizens and developers alike a unified approach to maneuvering what can seem to be a complicated process, and allow Henderson County to have a “one stop shop approach.”

This Request for Proposal includes the purchase, installation, integration, training, project management and implementation of the system. **The County expects a solution that will be fully implemented within 6 months of the contract date.**

1.2 PROJECT OBJECTIVES

Henderson County currently provides services for permits and inspections through the use of the Permits and Inspections (PNI) program.

The objectives for this project are to:

- Improve customer relations
- Reduce manual processes and increase productivity
- Reduce paper and paper-oriented processes
- Improve integration between applications and other systems
- Improve ability of citizens and customers to interact and do business with and in the County
- Take advantage of newer technology

The overall objective of the system is to **integrate the Permitting and Inspections (PNI) program into a streamlined system that is managed by staff and seen from the customer perspective as one project, one final approval, one-source solution for direction and status.** This process includes all supporting activities, processes, and data, including applications, inspections, staff certifications, regulations, and events involved in permitting and inspections. The County also seeks to promote face-to-face and web-based communication with the overall process.



1.3 SYSTEM FUNCTIONALITY REQUIREMENTS

Land Development Permitting System

- Planning/Development Projects
- Permits Online – Applications, Payments and Public Permit Information
- Inspections
 - ◆ Inspections Online – Scheduling and Status Information
 - ◆ Mobile Inspections
 - ◆ Citizen Complaint, Stop Work Order & Emergency Incident Tracking
- Code Enforcement
 - ◆ Code Enforcement Online – Citizen Complaint Tracking
- Electronic Plan Submittal with ability for Review Markups
- Cashiering
- Ad hoc Report Writing
- Mobile Field Computing

Key Integration/Interfaces

- GIS – Including: ESRI, SDE Server, and GoMaps
- DENALI LR/CAMA
- Munis
- Emergency Reporting (ER)
- Credit Card Payment Processing (outsourced)
- Microsoft Office and Adobe Acrobat



1.4 GUIDING PRINCIPLES

The proposed solution should support the following.

- Provide clear and timely information gathering and information dissemination of project status to the customer.
- Provide a streamlined processing environment with all tasks integrated into the system.
- Continue to support new and modified regulations while maintaining legacy data.
- Enforce a single active site plan across permitting disciplines, the sharing of basic project information among several processes/disciplines, and notification of any change(s) in the information.
- Acquire customer data from data entered during normal business processes with no re-entry of common data.
- Identify technology integration to support streamlined and efficient application and approval processes, process and data integrity, process monitoring and milestones.
- Support web-based customer and workflow transparency.
- Support a strong data sharing platform for integration with other systems in key departments, such as Finance and Tax Administration.
- Mitigate unnecessary wait or hold time.
- Support timely and automated internal and external communication.
- Consider available staff resources, knowledgebase and efficient application of area expertise.
- Simplify collection, reporting and reconciliation of fees.
- Support non-loss migration of existing data and dependencies to any new data storage format or technology.
- Provide supporting infrastructure which complies with Information Technologies policy and procedures pertaining to licensing, support, technical platform and security.

1.5 COUNTY BACKGROUND

Henderson County is located in Western North Carolina adjacent to Buncombe County, where the City of Asheville is located. Henderson County also shares a boarder with South Carolina and the Asheville Regional Airport. Henderson County has an estimated population of 116,748 persons and has an estimated growth rate of 8% for the time period between 2010 and 2020. There are five incorporated municipalities located in Henderson County and a small portion of one additional neighboring municipality in Polk County. The City of Hendersonville is the County seat and where most of the County departments are located.

For more information about Henderson County, please visit the County website at www.hendersoncountync.gov



1.6 CURRENT SYSTEM AND PROCESSES BACKGROUND

The current Permitting and Inspections (PNI) program was developed approximately 12 years ago, based on a vision and mission of a truly centralized permitting system. The success of the current system is a result of staff dedication and knowledge-base. However, there are challenges to providing a successful ongoing centralized and consolidated view of permitting functions which have, in general, been the result of disparate processes and capabilities across the different internal organizations that maintain those processes with the current technology and support infrastructure. These challenges have become more pronounced as processes have changed, system integration points have been added and technology expectations have expanded. Not all departments use the software which reduces data availability and reliability.

This project seeks to overcome the current challenges as well as solve technology needs and take advantage of technology opportunities that have become industry expectations in business processing and customer support in the last ten years. Although there is currently no end of life announced by the vendor for PNI, there are no longer any major enhancements to support these technology expectations.

The County seeks to migrate the existing PNI processes, automate several manual processes, and improve and re-identify the processes and integration points through the implementation of the proposed system. The key element of the replacement system will be a central project application that will serve both the client in tracking the project status, as well as the agency or agencies that rely on the project information that it holds.

1.7 REVIEW TEAM

The County has assembled a multi-departmental team to manage the requirements definition, product evaluation and purchase of the software solution that represents all business processes related to the permitting functions. The Information Technology (IT) department is coordinating this team and providing County-side project management representing the executive stakeholders, which represent the end user departments involved.

1.8 PROJECT STAKEHOLDERS

There are multiple County business units whose primary activities are involved in the property development process, and the LDPS will be used daily by a significant portion of their staff. The primary County users of the system include: Planning, Code Enforcement Services, Building Services, Environmental Health, Emergency Management, Engineering, Finance, Tax Office and surrounding municipalities.



The following diagram illustrates stakeholders and related activities.



Figure 1 – Stakeholder groups



1.9 CURRENT ENVIRONMENT

Building Services

Building Services administers the North Carolina State Building Codes which include Commercial and Residential Building, Plumbing, Mechanical, Electrical, Rehabilitation Code, Accessibility and Administration Codes. Building Services has the lead responsibility for all permitting, plan review and inspections within the unincorporated and incorporated areas of Henderson County.

Current processes are automated with PNI to create the permit and schedule the inspection. This system has been in place for approximately twelve years and the Building Services is one of the primary users of the current program.

Inspectors use Dell notebook computers running Windows 10 in the field and at their desks for all permit and inspection data entry and processing. Inspection results are entered in the field via wireless air cards or back in the office at the end of the day. New permit and inspection data is synchronized as input. There are areas of the County that do not have Internet or wireless capability. The proposed system must preserve and improve remote access and as-real-time-as-possible data update.

Building Services Activity Metrics	Peak Annual	Low Annual	Projected Annual
Building Permits	2,406	1,128	1,750
Trade Permits	4,688	2,906	4,000
Building Inspections	39,544	15,799	27,650

Table 1 – Building Services metrics

Planning Department

The Planning Department is comprised of three main divisions: transportation, property addressing, and planning and community development. The department is responsible for implementing plans and policy, processing map amendments and text amendments, annual review and oversight of the Henderson County Land Development Code (LDC), administrative planning and support for the enhanced 911 emergency system (includes property address assignment, road name assignment, State Road Petitions, street mapping), and managing and overseeing the public transit system. The Planning Department is also responsible for processing applications for zoning map amendments, subdivisions, plat reviews, and historic landmarks. See <http://www.hendersoncountync.gov/planning>

The department provides the following services:

- The administration, interpretation, permitting, inspection, and enforcement of land use regulations, including, but not limited to zoning, subdivision, and water supply watershed. This task includes the annual review and periodic revision of existing, and development of new, land use regulations.
- Process, review, approve, and oversee new subdivision development.
- Serve as a source of information for the general public concerning development policies and land use issues. This task includes the holding and coordination of public outreach to inform local residents of the various impacts of various applications, proposed projects and plans.
- Confirm infrastructure improvements during or after the development process.



- Inspect proposed subdivision roads for compliance with the LDC.
- Promote environmental stewardship within development projects through subdivision standards requiring the preservation of environmentally sensitive areas (i.e. streams, floodplains, steep slopes, etc.) as common area and/or open space development.
- Assigning road names and property addresses, and overseeing road name changes, State Road Petitions and Right-of-Way (ROW) abandonment and closures.

One of the main challenges that the Planning Department has with PNI is that there is no mechanism to identify, track and store information at the subdivision level. The LDPS must provide a mechanism to not only identify and manage data and processes tied to a subdivision but must also support the ability to apply relevant processes based on subdivision type as a part of a project from beginning to end. This also requires that the LDPS supports the association of parcels to corresponding subdivisions, where applicable.

The Planning Department is responsible for improvement guarantees for subdivisions in accordance with local and state laws. Each guarantee instrument is managed according to the life of the instrument and tracked for compliance. The current process for managing these accounts is manual, with a corresponding manual interface to Finance. An automated method is required in the LDPS to track whether the infrastructure being guaranteed has been satisfactorily completed. An automated notice would be helpful to identify instruments that are scheduled to expire in order to provide adequate time to inspect, call, or replace the guarantee.

The Planning Department has a staff of six. Plan review activities are carried out on PDFs and paper plan sets. Currently no information on the subdivision is entered in or reflected in the current PNI system. The LDPS must provide a mechanism to enter and track subdivisions applications and rezoning requests.

Planning Activity Metrics	Peak Annual	Low Annual	Projected Annual
Rezoning's (General and Conditional)	10	3	5
Improvement Guarantees	13	1	2
Subdivision Road Inspections	40	6	30
Plat Review	203	90	150
Subdivision – Non Standard/Exempt ¹	11	3	5
Subdivision – Special	76	23	65
Subdivision – Minor	23	3	20
Subdivision – Major	27	5	15
Address Assignments	629	528	600
Road Name Assignments	235	42	150
State Road Petitions	5	4	5
ROW Abandonment/Closures	2	1	1

Table 2 – Planning Department metrics

¹ Exempt subdivisions are not necessarily tracked given the fact they represent 'unregulated activity' per State law. Exempt subdivisions are currently reviewed by the Henderson County Planning Department and Land Records Department.



Code Enforcement Services

Code Enforcement Services is responsible for the administration, interpretation, and enforcement of the County's land use ordinances within the Land Development Code (LDC).

See: <https://www.hendersoncountync.gov/planning/page/land-development-code>

This responsibility covers properties located outside of municipal boundaries or established extraterritorial jurisdictions.

The administration of the LDC includes coordinating the review of development projects with other divisions outside the department, most notably erosion control/stormwater management, Planning, Environmental Health and Building Services, to ensure compliance with applicable regulations.

The department provides the following services:

- The administration, interpretation, permitting, inspection, and enforcement of land use regulations, including, but not limited to zoning, flood damage prevention, water supply watershed protection, landscaping and signs. This task includes the periodic revision of existing, and development of new, land use regulations.
- Process, review, approve, and issue permits authorizing land disturbing activity consistent with local regulations (i.e. special use permits, zoning compliance permits, flood damage prevention permits, and water supply watershed permits, etc.).
- Coordinate the review and issuance of land development permits with Henderson County Building Services, Erosion Control, Environmental Health, and other county agencies to ensure the adherence and enforcement of local and State development regulations.
- Serve as a source of information for the general public concerning development policies and land use issues. This task includes staffing the Board of Adjustment for special use permits, variances and appeals.
- Coordinate infrastructure improvements (water/sewer provision, landscaping, parking, proposed street improvements, driveway permits, open space, etc.) during the development process.
- Promote environmental stewardship within development projects through the enforcement of existing land use regulations requiring the preservation of environmentally sensitive areas (i.e. streams, floodplains, steep slopes, etc.) as common open space.

One of the main challenges that Code Enforcement Services has with PNI is that there is no mechanism to identify, track and store information on enforcement actions. The LDPS must provide a mechanism to not only identify and manage data and processes tied to enforcement but must also support the ability to hold projects from advancing if they are under violation.

Code Enforcement Services has a staff of three. Major site plan review is carried out on paper plan sets with paper copies scanned as a part of setting up the project in PNI. The LDPS must provide a mechanism to request and distribute additional plan review information from applicants, as well as support the tracking and recording of staff time spent on the review by both man-hours and duration.



Code Enforcement/Zoning Activity Metrics	Peak Annual	Low Annual	Projected Annual
Zoning Permits	1,128	700	850
Special Uses	12	6	8
Flood Permits (Structure outside floodplain)	60	25	50
Variances	12	6	8
Violations	214	136	200

Table 3 – Code Enforcement/Zoning metrics

Emergency Services

Emergency Services is responsible for enforcing the North Carolina Fire Prevention Code, conducting fire inspections, reviewing plans for new building construction, fire/arson investigations, county fire department coordination, hazardous materials response, and SARA Title III reporting in the unincorporated areas of Henderson County. The office operates during business hours for routine services but is on-call 24 hours a day. Staff works with Henderson County Planning, Code Enforcement Services and Building Services to review plans for major renovations or construction of facilities subject to the provisions of the NC Fire Prevention Code. The fire marshals in the respective municipalities conduct their own life safety inspections.

The Fire Marshal is responsible for fire prevention and have a regular role in the development process. During the planning phases of commercial development, staff attends predevelopment meetings and reviews site plans and construction plans for building egress and ingress, water supply, sprinkler systems, fire alarm systems, hood systems, road access, hydrant locations and other life safety issues. All proposed life safety systems shall comply with rules and regulations promulgated by:

- National Fire Protection Association: www.nfpa.org
- North Carolina Department of Insurance
- Office of State Fire Marshal: www.ncdoi.com/osfm
- International Code Council: www.iccsafe.org

The Fire Marshal also performs inspections of life safety systems during construction as well as compliance inspections either annually, bi-annually, or tri-annually according to the State schedule for those inspections. These compliance inspections are tracked using Emergency Reporting (ER) a Web-based NFIRS & NEMSIS reporting and station management program. Annual fire inspections are scheduled, and results reported using ER. A goal of the LDPS should be to sync with ER to populate an annual inspection record accessible to all departments.

The Fire Marshal inspects new construction/remodeling for compliance with the NC Fire Code. The process must include contacting the Fire Marshal for rough-in and inspection, as well as final inspection, with no CO issued until all criteria have been met, such as the submittal of plans.



Emergency Services Activity Measurements	Peak	Low	Norm
Annual Inspections	2,100	1,400	1,800
Fire Investigations	150	40	110
Complaints	200	160	165

Table 4 – Emergency Services metrics

Natural Resources (Erosion Control, Stormwater, Floodplain, Watershed)

The Erosion Control/Stormwater Division of Henderson County is responsible for overseeing and maintaining environmental compliance of development within the Henderson County jurisdiction outside of municipal boundaries. There are also individual contracts with certain municipalities for these services. This includes enforcement of erosion control, stormwater, water supply watershed and floodplain regulations as regulated by the LDC. Current staff ensures that Henderson County operates as a locally-delegated program in accordance to State regulations as set forth by the North Carolina Department of Environment and Natural Resources (NCDEQ).

The Division provides four main services to the citizens of Henderson County and they are as follows:

Erosion Control

- Review and approve erosion control plans.
- Issue land disturbance permits.
- Inspect and monitor construction sites.
- Investigate citizen complaints.
- Track Complaints

Stormwater/Watershed

- Review and approve stormwater/watershed management plans.
- Inspect and monitor stormwater/watershed best management practices (BMPs).
- Oversee issuance of related building permits.
- Investigate citizen complaints.
- Inspect new construction for compliance

Flood Damage Prevention

- Review and approve Flood Development Plans
- Inspect and monitor flood development sites
- Receive documents for CO approvals
- Investigate citizen complaints.

Natural Resources Activity Metrics	Peak Annual	Low Annual	Projected Annual
Erosion Control Permits	30	10	20
Watershed Permits	10	2	10
Flood Permits (structures in floodplain)	10	2	10
Stormwater Permits	25	10	15



Complaints	222	150	180
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Table 5 – Erosion Control/Stormwater metrics

Environment Health (EH)

Environmental Health (EH) is responsible for on-site Wastewater and Well (OSWW) Programs. It is important to note that all EH services are administered throughout the entire county which includes the municipalities. As a result, the data intersects that apply between EH and County offices should also be incorporated through this LDPS between EH and the municipal partners.

The OSWW program provides development review, approval and denial of system sites, system design, regulatory permitting, inspections, monitoring visits, sampling, enforcement services, and education related to decentralized wastewater systems (septic systems) and water supplies (wells). Development of these areas relies largely on privately-owned septic systems and water supply wells regulated by the Environmental Health department.

EH has several contractor types that must be managed within the system. A State certification is required as well as a local County registration.

The OSWW program can be further broken down into septic systems and wells.

Septic and Wastewater

The wastewater program focuses on services related to privately-owned (usually small-scale) septic systems that rely on the soil to treat and dispose of sewage. Approximately 40% of the County relies on systems of this type as municipal community sewer systems are not available. The State Dept. of Health and Human Services (DHHS) delegates authority to staff to evaluate land for suitability, design, permit, inspect, and monitor these systems for use. In addition, the program incorporates monitoring inspections and status verification of a similar category of systems that are permitted by the State. These permits are integrally tied to the building permit and land development process. Statutes dictate that certain permits and approvals are required as prerequisites for other types of permits and approvals. The laws are subject to revision from time to time and the LDPS must be developed and supported to respond to those changes in process in a timely manner.

In addition to the development aspect of EH permit management, there are important periodic monitoring inspections once the facilities are occupied. In addition to this, the LDPS must track Notices of Violations, incomplete notices and applications, and send email or notification to the applicant/owner and EH Specialist issuer. A variety of ad-hoc reports are needed to assure that inspection and payment requirements are being met. The system must capture contractors who serve as private operators for some of these systems and must also log in the reports submitted by the private operators. The system should be able to handle GPS (down to feet) location for septic tanks, wells, etc. Also to collect data in the field so that a permit can be generated from the hand held equipment (i.e draw a permit). The LDPS Licensing Module may be appropriate for these processes, as they are annually renewed, provide notifications, and process a fee. However, we will rely on the software vendor’s recommendations as to the best module to perform these functions.

Groundwater Protection & Wells

The well program focuses on services related to privately-owned wells. This program is primarily related to drinking water wells, but several other well types are included in the



permitting requirements including irrigation wells, monitoring wells, and geothermal wells. The same State delegation of authority for staff applies here. The program performs activities related to evaluating sites, permitting, inspecting, repairing, abandoning, responding to complaints, and evaluating water quality through sampling.

The water-sampling program offers water quality sampling throughout the County for existing wells. In addition, all newly-constructed wells are sampled once they are approved for use. The water sample result data is available from the State lab, and the proposed system must be able to assimilate the data. The LDPS must be able to closely relate not only well location, but multiple water sample results (many-to-one), with up to 25 water quality parameters for each sample event. It must send notifications to the applicant of each status (e.g., Issued, Grouted, Abandoned, Incomplete, COC and Sampled), similar to an inspections result. The LDPS Licensing Module may be appropriate for these processes, as they are annually renewed, provide notifications, and process a fee. However, we will rely on the software vendor’s recommendations as to the best module to perform these functions.

Environmental Health Activity Measurements	Peak	Low	Norm
Existing System Authorizations	400	275	335
Improvement Permits	550	250	400
Well Permits	300	100	175
Operation Permits	500	205	375
Operation Permits (repair)	350	200	250
Well Completions	250	175	125
Water Samples	300	100	150

Table 6 – Environmental Health metrics

1.10 CURRENT ACTIVITIES

The following are activities that are currently supported either by PNI or manual interface/processes. At a minimum, these activities must be supported. The following sub-sections will address additional expectations.

Activities to be supported by the LDPS
Residential Construction Permits
Commercial Construction Permits
Inspection Request Scheduling
Inspection Results Posting
Inspection Turndown Library
Fire Inspection Process & Result
Bi-annual School inspection Process & Result



Complaints / Inquiries
Pre-Development Process
Pre-Development Field Process/Visit
Inspection Level Assignment
Major Subdivisions
Minor/Special Subdivisions
Exempt/Non-Standard Subdivisions
Environmental Assessment Permits
Site Plan Review Process
Zoning Map Amendment
EH Construction Authorization/Operation Permit
EH Improvement Permit
EH Well Permit
EH Existing System Authorization Process
Current Planning Sign Permit Process Tracking
Erosion Control
Stormwater
EH Water Sample
Cane Creek Sewer
Misc. Receipts Processing
Zoning Enforcement Process Tracking
EH Complaints Process Tracking
Erosion Control Process Tracking
Nightly Re-Inspection Fee Processing / Fees Applied
Nightly Parcel Situs Field Update / Modify
Board of Adjustment Project / Process
Special Use Permit Process / Review

Table 7 - Activities to be supported by the LDPS

1.11 CURRENT PNI PROGRAM TO BE REPLACED

Permitting and Inspections Program (PNI) Software: SQL Server

PNI is a web application running on Windows IIS with a SQL Server backend. PNI currently lacks the feature of a central application into which information, approvals, and statuses exchange between the various permit types, resulting in complicated and incomplete information transfer between systems.

Code Enforcement Nuisance Complaints: MS Access

Current data needs to be converted and migrated into the new LDPS to provide continuity of operations.



Mobile Home Park Database: MS Excel

The Mobile Home Park data used by Code Enforcement is currently stored in Excel and needs to be incorporated into the new system, along with a consolidation of or interface to related data.

Data Import/Export

The current data exchange process from the Tax/Land Records Denali program allows data to be pulled selectively from Denali. Current Denali interface provides data lookup via web services based on 8-digit PIN number. Export processes in LDPS to Munis and Denali need to be handled by direct interface to source data, where possible, or as processes that are scheduled or triggered based on business rule definitions. Additional export processes should be set up as emails.

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

Interface Name	One-Way or Two Way	Frequency	Description
Munis	NONE		
DENALI	One way - Export	Nightly	Data is exported based on date range and permit type into a set of text files that are imported into Denali per the permit interface standard format.
Nightly Inspection Results Email	One way - Export	Nightly	Export email of inspection results and turndown items to permit holder and contractor of record
Nightly Permit Status Email	One way - Export	Nightly	Export email of approved status of permit to applicant
Weekly Permit Detail Report	NONE	Weekly	Export email of all permits and detail information to recipients on a weekly basis
Nightly Inspection Activity Supervisor Email	One Way - Export	Nightly	Export email to supervisor of inspections daily data matrix
Nightly Permit Activity Email	One Way - Export	Nightly	Export email to supervisors of permit activity for the day
Notifications for Open Conditions	One Way	Upon Final Inspection Request	Export email sent to set person or author of custom condition that job is ready to final out

Table 8 - Data import/export table

Licensed Professional Data

The County requires the maintenance of lists of licensed professionals, including all address, phone and email information (i.e. contractors, engineers, etc.). This list must be searchable, and the system must prohibit creation of an application or issuance of a permit, with an associated licensed relationship, that does not hold appropriate registration/licensing required for the application process being initialized.

The system must store or directly interface to the following lists of licensed professionals:



System Name	Vendor	Database Type	# of LP Records
Building, electrical, plumbing, mechanical, and sprinkler contractors	State of NC	CSV	10,000
Septic Tank Contractors	Henderson County	CSV	150
Well Contractors	Henderson County	CSV	150

Table 6 – Licensed professionals count

1.12 FUNCTIONALITY TO BE AUTOMATED

Complaint/Code Enforcement Tracking System:

An automated method of tracking complaints and violations is required in the LDPS. Once a complaint/violation is created, a means of splitting or forwarding the complaint/violation needs to be included so that each department or function area can handle the complaint within their area while leaving the entire complaint/violation open until all areas have a resolution. For example: Emergency Services/Fire Marshal performs an inspection of a facility and finds that the facility has added a new bathroom and completed electrical work with no permits. The Fire Marshal would then generate the original complaint ticket. This one complaint could generate multiple spin-off complaints involving septic issues, environmental health issues, plumbing issues, building issues, and electrical issues that permits should have been obtained for prior to the work being completed. Each of these spin-off complaints would need its own complaint-tracking record that should be tied to the overall or original record. Several fields and drop-down menus would need to be created to capture and track these issues.

Online Access

The County seeks to take advantage of current technology trends and expectations to provide online access (web-based and mobile applications) to citizens for application, payment, project status and results information. **Any online or web-based components of the application must be cross-platform compliant and should not require third party applications or plugins (e.g. java, Silverlight, etc.). All data in flight must be encrypted (i.e. SSL).**

The County would like to provide integration with the GIS layers so that users are able to view the parcel of interest, including the capability to click on the parcel of interest. The County seeks to provide a project status interface that will allow a citizen to search for a project or permit and show status, inspection results, and next steps in the process, as well as to identify issues that may delay permit issuance. Citizens should be able to print reports, request and schedule inspections, flag missing information, upload plans, and print permits that have been issued.

1.13 CURRENT SOFTWARE SYSTEMS FOR INTEGRATION

The County recognizes that there is not one software system that meets the needs and requirements of all department functions. In supporting the technology needs of specific departments, the County aims to procure software solutions that provide an integrated view of related systems. The LDPS must interface with current County software systems as part of an



integrated solution. Preference will be given to vendors with a solution that integrates well with the County's GIS and Revenue systems.

The County's current systems include PNI (with internal SQL Server database), GIS (with internal SQL Server database: SDE), Pictometry Connect, Register of Deeds Courthouse Computer System, DENALI CAMA/Land Records system (with internal SQL Server database), the Farragut Billing and Collections System (NCPTS), and Munis Financials. PNI interfaces via flat files with GIS and Denali.

GoMaps/GIS/Pictometry Connect

The County has a centralized GIS service known as GoMaps managed through the Information Technology (IT) Department with a SQL Server database and many layers of available geospatial data. GoMaps is hosted by ROK Technologies (See available GoMaps link below). <http://www.hendersoncountync.gov/gis/gomaps.html>

The County GoMaps is used for a variety of mapping and analysis, and supports users in most departments, including County citizens, via online access. There is nightly synchronization of GIS data between GoMaps and Denali.

The County uses ESRI ArcGIS products. The geospatial database is housed in an MS SQL Server database. The County's internal and external GIS viewing applications are built on the ArcGIS Server platform. Map and image services are available or can be made available for all GIS layers.

All departments involved in permitting and inspections depend on easy access to information within GoMaps to carry out their day-to-day business and will likely depend even greater on this data with an improved mobile inspections capability. Current system has link from GoMaps to existing PNI permits.

Pictometry Connect provides a straight forward integration with their product that is not part of the current PNI system. The proposed LDPS should provide for this integration.

DENALI

The LDPS must access new ownership information from Denali Land Records/CAMA (LRC) via web service (Appendix #). The current system provides permit information to Denali and receives new parcel identifications for permitting. Certain project and parcel fields entered in PNI must be validated real-time against the most current County parcel data.

Revision to the County Use Code tables must be carefully coordinated with the Tax Administration Department. Although the current interface to LRC is limited to permit and inspection data for taxing purposes, a robust system would provide an opportunity to integrate additional processes.

It is important to note that although the process for updating LRC is a flat file batch process, it is transparently perceived to LRC users as a direct update to the system only for unincorporated Henderson County. The County appraisers manually update LRC with data for the other incorporated jurisdictions.

MUNIS

Henderson County's financial system is MUNIS hosted by Tyler Technologies. MUNIS is used to reconcile all payments collected, credited, and returned for the entire County. The LDPS



proposal should include details of how the product would be able to interface with MUNIS for direct SQL-to-SQL update and indicate the level of integration available, either as standard functionality, API, scripting, etc., and whether it would be available in real-time or batch.

The LDPS must be able to report to Finance on the tracking of payments and fees billed, and must provide ease of management of updates and additions to ledger account codes for proper reporting.

Payment Systems

The County currently employs cash and card swipe payment methods that are not integrated with the current system. The system should be able to accommodate online payments with a secure network, not stored on our system. Substantiation of PCI DSS compliance and a copy of the SSAE 16 SOC 1 Type 2 report for the Service Provider should be submitted with this proposal. PCI compliant and industry-accepted communication must be provided to advise the customer of the specific type of security provided for the credit card transaction.

The systems, software, processes and partners must adhere to the stringent requirements of the national cardholder Information Security Program (CISP) and maintain full PCI compliance throughout the life of the contract with the county. This ensures that all cardholder data is protected from those not directly involved in the processing of a payment.

Henderson County will have the authority to audit the Payment Service Provider's database records associated with County transactions at any point during the contract and will notify the Payment Service Provider of the request in writing at least 48 hours prior to the request to access records. There should not be any cost associated with making the data available for the County's audit purposes.

E-Mail and Calendaring

Henderson County utilizes Microsoft Office 365 Hosted Exchange Email with Microsoft Outlook client access, and the LDPS must interface with Outlook for messaging and scheduling.

Active Directory

The County uses MS Active Directory (AD) to authenticate and authorize users for access to the network. The LDPS should be AD-integrated in order to eliminate the need for County users to have a separate password and authentication for the LDPS. We acknowledge that in the case of a hosted, SaaS system AD integration may not be practical.

City Works

During the normal course of business, Henderson County often exchanges information with utilities (water and sewer) serving Henderson County through City Works. The LDPS should include the ability to customize the workflow processes in such a way as to forward that information to external parties via e-mail, SMS, or push-notifications depending on the individual use case, that could then be easily injected into the City Works platform.



1.14 TECHNICAL INFRASTRUCTURE/ENVIRONMENT IN LDPS

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

- Provide a stable and reliable computing environment in which Henderson County departments can efficiently serve the public
- Ensure public data is protected by encrypting traffic via SSL/TLS over the Internet, and also encrypting the data at rest that is stored on the server.

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

Henderson County has a modern technology environment and the following aspects of the County's technology infrastructure should position the County to support the technical operations of the proposed system. The vendor must identify any areas of the response where County's current infrastructure would not support the proposed system.

Server Operating System

The LDPS application must be compatible with Windows Server 2012 R2 at a minimum or Windows Server 2016.

Database

The considered products must be developed based on an integrated relational database using Microsoft SQL Server 2014 or 2016. A published database schema must be provided to allow integration and reporting by County staff, as well as to meet established State documentation requirements as outlined in the "Sunshine Law" (reference <https://ncdoj.gov/download/141/files/17891/2019-open-government-guide> and <https://archives.ncdcr.gov/government>).

Client Operating System

The LDPS system must support multiple client systems, and at a minimum support Windows 10 with Internet Explorer 11 and/or Google Chrome. The LDPS should be operating system agnostic, browser agnostic, and platform agnostic (compatible with smartphones, tablets, laptops, desktops).

Mobile Computer and BYOD

Building Inspections uses laptops in the field. Fire Marshal and Environmental Health staff use iPads. Verizon broadband services are utilized for connectivity outside the office. We are interested in both real time mobile applications as well as asynchronous applications due to limited or no broadband access in certain extended rural areas of the County.



Document Management

The County does not currently have an enterprise document management solution in place.

Reporting Tools

Standard reporting tools utilizing SQL Reporting Services should be supported. The LDPS must provide the ability to integrate SQL Server Reporting Services (SSRS) into the application for documents and statistical reporting needs.

Commercial Off-the-Shelf (COTS) Software

A product that implements the majority of the stated business requirements with minimal customizations is expected. The County will not consider a fully-customized solution. Percentage of the proposed program to be customized to meet requirements must be included in the proposal. The implementation recommendation should include areas of possible changes to current functional processes in order to take advantage of COTS-level system functionality based on industry standards.

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

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



2. PROCESS AND SCHEDULE

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

The following is the current targeted timeline:

Selection Process Step	Target Date(s)
Release the Request for Proposal (RFP)	March 13, 2020
Mandatory Pre-bid Meeting	3/27/2020 @ 10:00AM
Proposal due	4/20/2020 @ 2:00PM
Proposal evaluations	4/20/2020 @ 2:00PM
Demonstrations	4/27/2020 – 5/1/2020
Begin Contract Negotiations Process	5/1/2020

Table 10 - RFP Timeline



3. SPECIFIC PROPOSAL REQUIREMENTS

Specific Response Requirements

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

1. Programming Languages
2. Operating Systems
3. Database
4. User Interface Configurations (number of users/licenses)
5. Reporting Capabilities
6. Document Management Capabilities
7. Workflow Capabilities
8. Application Security
9. Application Software (RFP Section 7-Appendix A)
10. Software Customization and Enhancements
11. Licensing Model
12. Hardware Requirements
13. Integration/Interface Capabilities
14. Initial Cost/Annual Costs
15. Mobile Field Computing
16. Parcel & Address Genealogy
17. Import/Export Functionality
18. Technical Support
19. Implementation Methodology
20. Integrated End User Help Tips
21. Training Education (both initial and ongoing, on demand for the life of the contract and subsequent maintenance renewals)
22. Customer Implementation Responsibilities
23. Subcontractor and Third-Party Relationships
24. Example User and Technical Manuals
25. Vendor/Reseller Information
26. Corporate Structure Changes
27. User Groups Meetings
28. References and User Base (Provide five (5) similar completed projects)



4. INTEGRATIONS / INTERFACES

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

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



5. EVALUATION CRITERIA

Evaluation Criteria

Per North Carolina general statute, the method of award will be based on total cost of ownership, technical merit, past performance, and the performance of requirements as outlined below. The County reserves the right to select the Vendor which best meets the overall needs of Henderson County, based on the compliance of the system with Table 7 - "Activities to be supported by LDPS", compliance with Section 3 - "Specific Response Requirements", compliance with Section 4 - "Integrations/Interfaces" and the following criteria:

The evaluation criteria will be weighted on a 10 point scale with 10 being a 'Critical - Must Have' feature, and 1 being a 'Nice to Have' feature. The following table outlines the criteria and the average weight applied by those who will be evaluating the RFPs. Please note that as the RFPs are evaluated, the evaluators may assign slightly higher or lower weights to each item depending on their personal preferences.

Criteria	Weight
Overall capability to provide the required software features and capabilities	10
The flexibility of the application software, including the availability of tools to allow novice user to "drill down and across" and perform ad-hoc analysis and reporting	7
The amount of vendor support that will be available for installation, conversion, training, ongoing modifications, and software support	9
The total cost of the solution over a ten-year period, including direct and indirect costs	6
The vendor's performance record to date in meeting the requirements of their existing customers, including the availability of users similar to the County to allow reference investigation	8
The expandability of the proposed solution, including the ease of upgrading the proposed solution by adding components to accommodate future needs	8
Adherence to the requested Information specifications, thoroughness of the Proposal, as well as the overall format of the presentation	6
The financial stability, longevity, and strength of the Vendor	7
Corporate direction (potential organizational/industry restructurings, mergers, acquisitions, etc.)	5
Future technology direction (major changes in architecture, database, platforms, languages, etc.)	6
The internal controls provided within the solution which prevent unauthorized access to data and provide adequate audit trails	7
The capability to perform required conversions of existing data files	9
The seamless integration of the various system modules and ability to meet the interface/integration requirements noted in this RFP	7
Ease and intuitive use of software interface (for both internal staff and web customers)	9



Availability and ease of use of mobile and online applications	10
Hardware/software requirements/recommendations for locally hosted system if applicable	5
Hardware/software requirements/recommendations for end user equipment	6

Table 11 - Weighted evaluation criteria



System Features	Relevant Section	Required	Preferred
General System			
Integration into Financial/ERP System (Tyler Munis)	1.13	X	
Integration into Land Records/CAMA System (NCPTS/Denali)	1.13	X	
GIS Integration (ESRI ArcGIS, RokTech GoMaps, Pictometry)	1.13	X	
Office 365 Integration (calendars, scheduling)	1.13	X	
Authentication through Active Directory	1.13	X	
PCI Compliant Point of Sale	1.13	X	
All required 3 rd Party licensing (SQL Server, Windows Server, etc)	1.14	X	
Cloud component for field data collection			X
Virtualized on-premise server systems		X	
Any additional data integrations/interfaces	1.11, 4	X	
Vendor agnostic field collection devices (iPads, Android, etc.)			X
HTML 5 (or similar) based web portal for public	1.12	X	
All abilities outlined in table 7	1.10	X	
Conversion of all current data formats for historical reference (if this is not possible please note which data sets can be converted and which cannot).	1.11		X
Building Services			
Online data sync for field data when cell service available (§ 3)	1.9	X	
Offline data sync for field data when no cell service available (§ 3)	1.9	X	
Planning			
Notification/workflow system as described in paragraph 5	1.9	X	
Tracking of subdivision applications & rezoning requests (§ 6)	1.9	X	
Code Enforcement			
Identify/store/track data on enforcement actions (place hold on projects)	1.9	X	
Integrated plan review process incl. time tracking	1.9	X	
Emergency Services			
Sync with Emergency Reporting (§ 3)	1.9	X	
Fire Marshal notification system (§ 4)	1.9	X	
Environmental Health			
Track violations/notices/applications & notify applicant & issuer	1.9	X	
Ability to create ad-hoc reports	1.9	X	
Collect GPS data points for wells & septic tanks	1.9	X	
Ability to create and draw Permits for wells & septic systems in the field with a portable device	1.9		X



Ability to generate a permit in the field	1.9	X	
Capture contractors who serve as private operators	1.9	X	
Log in reports submitted by private operators	1.9	X	
Track multiple water sample results per well	1.9	X	
Up to 25 quality parameters per water sample	1.9	X	
Ability to send water sample results to applicant	1.9	X	

Table 12 - Proposed System Features



6. VENDOR ELECTRONIC RESPONSE FILE

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

[Henderson County NC LDPS RFP Appendix A.xls](#)

Appendix A Feature/Function Worksheet Tabs

[Henderson County NC LDPS RFP Appendices B-J.xls](#)

Appendix B Vendor Profile

Appendix C Vendor Financial Information

Appendix D Vendor Customer Base

Appendix E Vendor References

Appendix F Vendor General System

Appendix G Project Costs

Appendix H Interface

Appendix I Conversion

Appendix J Modification Costs

[Henderson County NC LDPS RFP Appendix K.docx](#)

(Optional. Required if cloud-based solution is recommended)

Appendix K Cloud Services Questionnaire



7. PROPOSAL INSTRUCTIONS

7.1 GENERAL PROPOSAL INSTRUCTIONS

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

- **A mandatory pre-bid meeting is required.** The pre-bid meeting will be held on **Friday, March 27, 2020** in the King Street Meeting Room located at 100 N. King Street; Hendersonville, N.C. at **10:00 AM**. Note: Only those vendors that attend the pre-bid meeting will receive further addendums and or copies of vendor questions and answers.
- Please **submit** your proposal by **2:00 PM EST on Monday April 20, 2020** – in sealed hard copy format **only**. **Any submissions after the deadline will not be accepted.** Detailed instructions are provided in **Section 8**.
- **Complete the E-Verify affidavit** and include it with your submittal. Electronic version is acceptable.
- Complete the **Proposal Execution Form** and include it with your submittal.
- Proposal response instructions are contained in **Sections 4, 7, and 8** of the *Request for Proposals* (RFP) document.
- **Section 7** of the RFP contains vendor information worksheets. Please complete these worksheets using the electronic forms (Excel format) and as directed in the RFP instructions.
- Effort has been made to keep the RFP and feature/function specs as brief as possible.
- The proposal should include all costs associated with training, implementation, hardware specifications, interface estimates, file conversion assistance, custom modification estimates, annual maintenance, and support.
- Please **submit your proposal** by **Monday, April 20, 2020** – in hard copy, as follows:

Five (5) copies sent to:

**John Mitchell
Business and Community Development Director
Henderson County
100 N. King Street
Hendersonville, NC 28748**

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

Responses to the *Specific Proposal Requirements* identified in **Section 3** **MUST** be completed and indexed appropriately. In addition, all forms and checklists identified in **Section 7** **MUST** also be included in your hard copy response. Failure to include any of the requested information within your proposal may result in rejection/disqualification.



7.2 PROPOSAL FORMAT

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

Please provide the following sections, as a minimum:

- **Executive Summary**
- **Understanding of Project Objectives**
- **Specific Proposal Requirements** (see *Section 3*)

Proposals shall be addressed as indicated. All proposals must be signed by a duly authorized official representing the Vendor using the **Proposal Execution Form**. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate proposals unless called for, or irregularities of any kind, may be rejected or disqualified. No negotiations, decisions, or actions shall be executed by the Vendor as a result of any discussions with any of the County officials, employees, and/or consultant. Only those transactions provided in written form from the County may be considered binding.

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

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

The contents of each Vendor's Proposal to Henderson County—including technical specifications for hardware and software, purchase and lease prices, and hardware and software maintenance fees—shall remain valid for a minimum of 90 calendar days from the Proposal due date.

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

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

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

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



7.3 PROPOSAL CHECK-LIST

- Mandatory Pre-bid meeting 10:00AM on Monday March 23, 2020.**
- Submission of Questions no later than 5:00PM on Friday March 13, 2020.**
- Proposal by 2:00PM on Monday April 20, 2020**
- E-Verify affidavit**
- Proposal Execution Form**
- Executive Summary**
- Understanding of Project Objectives**
- RFP Section 3 Responses** indexed appropriately
- Appendix A** Feature/Function Worksheet Tabs
- Appendix B** Vendor Profile
- Appendix C** Vendor Financial Information
- Appendix D** Vendor Customer Base
- Appendix E** Vendor References
- Appendix F** Vendor General System
- Appendix G** Project Costs
- Appendix H** Interface
- Appendix I** Conversion
- Appendix J** Modification Costs
- Appendix K** Cloud Services Questionnaire (Required only if cloud-based solution is recommended)
- Remaining Appendices not included in another section**
- Example Contracts** for hardware (if applicable), systems software, application software, hardware maintenance (if applicable), and software support



8. DISCLOSURES & CONTRACTUAL REQUIREMENTS EXAMPLES

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

8.1 TYPE OF CONTRACT

The desired contract structure is one under which the Vendor designs, develops, implements and is solely responsible for the execution of the project and contract requirements. The contract is subject to review and approval as to form by the Henderson County Office of the County Attorney.

The contract shall incorporate each of the terms, conditions and requirements of the RFP, including any bulletins or addenda to the specifications in the RFP, the Vendor's Proposal, and all other terms of agreement that may be reached. Should the Vendor's proposed contract substantially deviate from the terms of this RFP, notwithstanding any execution of such contract by the County the terms of this RFP shall control in the absence of an express statement to the contrary for each such provision deviating from the terms hereof.

8.2 BULLETINS AND ADDENDA

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

8.3 AVAILABILITY OF FUNDS

This RFP is conditional upon the availability of federal, state, or local funds that are appropriated or allocated for payment of the proposed purchase. If, during any stage of this RFP process, funds are not allocated and available for the proposed purchase, the RFP process will be canceled. Henderson County will notify all known vendors at the earliest possible time if this occurs. Henderson County is under no obligation to compensate vendor for any expenses incurred as a result of the RFP process. As in any contract with the County spanning more than one of the County's fiscal years, the County's obligations in years after the first year of the contract is contingent on the Board of Commissioners budgeting funds for that purpose.

8.4 REJECTION OF PROPOSALS

Proposals that are not prepared in accordance with these instructions to vendors may be rejected or disqualified, in the sole discretion of the County. If not rejected, Henderson County may in its sole discretion require correction of any deficiency in an otherwise successful Proposal and accept the corrected Proposal upon compliance with these instructions to proposing vendors.



8.5 ACCEPTANCE AND REJECTION OF A PROPOSAL

Henderson County reserves the right, in its sole discretion, to:

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

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

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

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

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

8.6 INSURANCE

If this Proposal is accepted, Vendor proposes and agrees that Vendor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth below. Such policies shall be in a form, and from companies, acceptable to Henderson County. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Vendor's duty to carry adequate insurance or on Vendor's liability for losses or damages under this Proposal.

Insurance coverage provided under any contract resulting from this Proposal shall include the provision for a 30-day advance notification to Henderson County in event of cancellation of coverage or modification of any stipulated insurance coverage. Language that limits the responsibility of the insurance company to provide such notice shall not be acceptable.

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



Workers' Compensation and Employer's Liability

Limits shall not be less than:

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

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

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

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

8.7 RIGHTS TO SOURCE CODE

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

8.8 INTENTION

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



8.9 INDEMNIFICATION

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

8.10 RIGHTS TO SUBMITTED MATERIALS

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

8.11 VENDOR DEMONSTRATIONS

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

8.12 ASSIGNMENT

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

8.13 VENDOR'S REPRESENTATIONS AND WARRANTIES

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

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

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

Status of Vendor. Vendor will perform the Work in Vendor's own way and pursuant to any final contract as an independent contractor and in pursuit of Vendor's independent calling, and not as an employee of the County. The persons used by Vendor to provide the Work under any final contract will not be considered employees of the County for any purposes.



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

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

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

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

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

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

8.14 COMPLIANCE WITH LAWS

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



8.15 QUALIFICATIONS

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

8.16 ACKNOWLEDGMENTS

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

Reliance

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

Reservations of Rights

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

Acceptance

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

Remedies

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

Severability

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

Amendments

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



Protest Procedures

Any potential, or actual, vendor objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract, or any other matter relating to the process of soliciting the Proposals. Such a protest must be filed in writing and contain a detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents. All protests must be filed with the Henderson County Purchasing Department PO Box 8181, Hillsborough, NC 27278. The protest shall be filed no later than 3:00 p.m. of the tenth (10th) day after notification of award.

Public Records

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

8.17 CONTRACTUAL REQUIREMENTS

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



- Vendor must comply with Henderson County Terms and Conditions (see appendix).

8.18 ETHICAL AND CONFLICT OF INTEREST REQUIREMENTS

- No contractor, or individual, company or organization seeking a contract shall promise or give to any Henderson County employee any consideration of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.
- No contractor or individual, company or organization seeking a contract shall solicit any Henderson County employee to violate any of the conduct requirements for employees.
- Any contractor acting on behalf of Henderson County shall refrain from activities, which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here or found in North Carolina General Statute is subject to termination of the contract or refusal by the Henderson County to enter into a contract.
- Henderson County employees and contractors who violate local, state or federal laws may be prosecuted for criminal violations.
- Patent or Copyright Liabilities
- Vendor will protect, defend and hold free and harmless Henderson County, its officers, employees, agents and Board of County Commissioners against all claims that any of the designs supplied hereunder infringes a U.S. patent or copyright. Vendor will pay all resulting costs, damages, and attorney's fees to defend Henderson County against such claims. Henderson County will promptly notify Vendor in writing of all claims, and Vendor will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, Henderson County agrees to permit Vendor, at Vendor's option and expense, either to procure for the agency the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

8.19 CONFIDENTIALITY AND SECURITY

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

8.20 HOLD HARMLESS; INDEMNIFICATIONS

1. If this Proposal is accepted, Vendor proposes, and agrees, that Vendor shall indemnify, save harmless, and defend Henderson County against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise; or be alleged to have arisen, out of or in connection with Vendor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in this Proposal.
2. The successful vendor shall be required to indemnify and hold Henderson County, the Henderson County Board of Commissioners and Henderson County staff, including its officers, employees, and its agents, harmless from any liability with respect to claims for damages as a result of bodily injury, sickness, disease, death or property damage arising or



resulting from the bidders fulfilling his responsibilities according to the bid documents and subsequent contract.

3. The successful vendor shall indemnify and save harmless Henderson County, the Henderson County Board of Commissioners and Henderson County staff, including its officers, agents or employees from any and all claims suits, losses, damages or expenses on account of injuries to or death of any or all persons or property damages sustained and caused by an act, omission, neglect or misconduct of said vendor.
4. Each successful vendor shall be required to provide insurance in accordance with Section 8.6 of this RFP.
5. Each successful vendor shall be required to provide proof of Workers Compensation Insurance in accordance with Section 8.6 of this RFP.
6. If subcontractors are employed, the successful vendor shall procure and maintain public bodily liability and public property damage insurance for and on behalf of the vendor for claims for damages arising out of acts of subcontractors for bodily injury and property damage in the same amounts as required for public bodily injury liability and public property damage. See Section 8.6 of this RFP.
7. Such insurance shall be acquired for and on behalf of the successful vendor and protecting the vendor from claims for damages for bodily injuries, including sickness or disease, death, and for care and loss of services as well as from claims for property damage including, but not limited to, loss of use which may arise from operations under the Contract, whether such operations be by the vendor or by anyone directly or indirectly employed by him. Property damage coverage as required shall be on the broad-form property-damage basis.
8. The vendor shall be held responsible for all accidents and shall indemnify and protect the Henderson County and its representatives from all suits, claims and actions brought against it, and all costs for liability to which the Henderson County may be put for any injury or alleged injury to the person or persons, or property of another resulting from negligence or carelessness in the performance of the work, or in carrying out the same or from any improper or inferior workmanship or inferior materials used.

8.21 PENALTIES

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

8.22 INTENTION

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



8.23 NON-PERFORMANCE

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



E-VERIFY AFFIDAVIT

LAND DEVELOPMENT PERMITTING SYSTEM

STATE OF NORTH CAROLINA
HENDERSON COUNTY

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

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- This ____ day of _____, 2020.

Signature of Affiant
Print or Type Name: _____



State of North Carolina Henderson County

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 2020.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)



EXECUTION OF PROPOSAL

PROJECT NAME: **LAND DEVELOPMENT PERMITTING SYSTEM**

SYSTEM PROPOSAL REQUEST

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

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

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

SIGNATURE OF PROPOSER _____

(Print full name of corporation)

(Address - County- State - Zip Code)

Attest _____
(Secretary/Assistant Secretary)

By: _____
President/Vice President/Assistant Vice President)

Printed: _____

Title: _____

CORPORATE SEAL:

Federal ID. or Social Security Number _____

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this _____ day of ___, Date

My Commission Expires _____
Title



Henderson County Terms and Conditions

By acceptance of this purchase order, the vendor or contractor (referred to as the seller), declares that the supplies, materials, equipment, apparatus, or services will be furnished according to the following terms and conditions:

1. **QUESTIONS CONCERNING THE PURCHASE ORDER:** Contact the **Ship to Department** shown.
2. **PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence, and bills of lading.
3. **PRICE:** All goods and/or services must be billed to Henderson County (County) at prices and quantities not to exceed those stated on the purchase order. All invoices, packages, shipping notices or the like affecting this order shall contain the applicable purchase order number. All prices are quoted F.O.B. Destination unless specifically indicated otherwise.
4. **INVOICES:** Invoices for partial shipments will be accepted and final invoices should indicate completion of order.
5. **CASH DISCOUNTS:** All cash discounts will be effective from the date of actual receipt of a correct and approved invoice by the ordering department.
6. **PAYMENT TERMS:** The County agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The County does not agree to the payment of late charges or finance charges assessed by the seller for any reason. Invoices are payable in U.S. funds.
7. **TAXES: Henderson County is NOT Sales Tax-Exempt.** Prices shown on the County's purchase orders do not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the seller's invoice. It should be noted that the County is exempt from Federal Excise Tax except as required to be paid by law.
8. **AGREEMENT TERMS:** Absent a negotiated contract, this purchase order is limited to the terms and conditions contained on the face and back hereof. Any additional or different terms in the Seller's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. All delivery of goods and/or services shall conform to specifications, price, terms and conditions as set forth in this instrument. This purchase order including all contracts, references and/or insertions, with the stated terms and conditions thereon shall constitute the complete agreement between the County and the Seller. The terms and conditions of this order shall not be modified by any verbal understanding and shall only be binding if agreed to in writing by the County.
9. **DELIVERY/ACCEPTANCE OF GOODS:** All quotations are solicited on a delivered price basis. When the County accepts a quotation not including all shipping charges, your claim for reimbursement must be itemized on the invoice and supported with a copy of the original freight bill. The packing list shall be enclosed in each box or package. All items shall be prepared and packed for shipment in a manner that will prevent damage in transit. All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified. The County shall have the right to inspect and test all items supplied under the order before making acceptance. Risk of loss and title to all goods received shall remain with the Seller until the County has made acceptance. Rejected goods shall be returned to the Seller at Seller's risk and expense. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the seller.
10. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless the County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
11. **INSURANCE:** This purchase order shall be considered a written contract and requires the County to be endorsed as additional insured for General Liability, Automobile Liability, and Umbrella Liability Insurance Policies. Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence limit/\$2,000,000 aggregate limit for bodily injury, property damage, or personal injury; (b) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence (if providing professional services); (c) Worker's Compensation Insurance as required by the State of North Carolina General Statutes; (d) Commercial Automobile Insurance applicable to bodily injury and property damage covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 combined single limit. Negotiated written contracts may require additional insurance coverage. A Certificate of Insurance shall be furnished prior to the commencement of services. The Certificate Holder shall be: County of Henderson, Attn: Finance Dept., 113 N Main Street, Hendersonville, NC 28792.
12. **APPLICABLE LAWS:** By acceptance of this order, seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend the County against any loss, cost, liability or damage by reason of seller's violation of any laws.
13. **E-VERIFY:** North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
14. **IRAN DIVESTMENT:** By acceptance of this purchase order, vendors, contractors, and/or subcontractors certify they are not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59, Iran Divestment Act Certification.
15. **FEDERAL FUNDS:** The following provisions are required and apply when federal funds are expended by Henderson County for any contract resulting from this procurement process.



A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. When federal funds are expended by Henderson County, Henderson County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

When federal funds are expended by Henderson County, Henderson County reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Henderson County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Henderson County believes, in its sole discretion that it is in the best interest of Henderson County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Henderson County as of the termination date if the contract is terminated for convenience of Henderson County. Any award under this procurement process is not exclusive and Henderson County reserves the right to purchase goods and services from other vendors when it is in the best interest of Henderson County.

C. If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324). To the extent these provisions apply and conflict with provisions of North Carolina law, these provisions shall control. It shall be the responsibility of the contractor to determine whether these provisions apply.

16. **CANCELLATION:** The County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agreed.
17. **WARRANTY:** The seller expressly warrants that goods, covered by this order will conform to the specifications, drawings, or samples furnished by the County and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance, or payment by the County. The seller also warrants that the goods do not infringe any patent, registered trademark or copyright and agrees to hold the County harmless in the event of any infringement or claim thereof. Additionally, seller warrants that the goods are free and clear of all liens and encumbrances and that seller has a good and marketable title to the same.
18. **HAZARDOUS CHEMICALS:** The seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements. The seller shall ensure that the County is provided an appropriate current Material Safety Data Sheets (MSDS) with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the MSDS is updated.
19. **NON-DISCRIMINATION:** The County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the County are expected to fully comply with the County's non-discrimination policies.
20. **VERBAL AGREEMENT:** The County will not be bound by any verbal agreements.
21. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the seller is an independent contractor and not an agent of the County, and as such, seller, his or her agents and employees shall not be entitled to any County employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
22. **GOVERNING LAW:** All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Henderson, State of North Carolina.
23. **NON-APPROPRIATION:** No provision of any agreement between the County and the seller (the "Agreement") shall be construed or interpreted as creating a pledge of the faith and credit of the County within the meaning of any Constitutional debt limitation. No provision of the Agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the County within the meaning of the Constitution of North Carolina. The Agreement shall not directly or contingently obligate the County to make any payments beyond those appropriated in the sole discretion of the County for any fiscal year in which the Agreement is in effect; provided, however, that any failure or refusal by the County to appropriate funds which results in the failure by the County to make any payment coming due under the Agreement will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under this Agreement, and the taxing power of the County is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Agreement. No provision of the Agreement shall be construed to pledge or create a lien of any class or source of the County's moneys, nor shall any provision of the Agreement restrict the future issuance of any of the County's bonds or obligations payable from any class or source of the County's moneys. To the extent of any conflict this provision and any other provision of the Agreement, this provision shall take priority and control.