



## Request for Proposals

# Real-Time Intelligence Center Enterprise Solution

Proposals Will Be Received Until  
**12:00 Noon, September 5, 2023**  
Per Document Instructions

**NOTE: ANY CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSAL WILL BE FUNDED BY A FEDERAL GRANT**

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed proposals endorsed “**Real-Time Intelligence Center Enterprise Solution**” will be received by the City/County Purchasing Department per document instructions until **12:00 Noon, September 5, 2023**. Instructions for submitting proposals may be obtained during regular office hours by contacting Russell Frye via email at [russellf@cityofws.org](mailto:russellf@cityofws.org). The County reserves the right to reject any or all proposals.



## Notice to Proposers

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It is the policy of the County of Forsyth that an employee, officer, or agent of the County may not participate in any manner in the bidding, awarding, or administering of contracts or agreements in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, have a financial interest.

The successful Proposer must comply with all provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a proposal, the successful Proposer agrees to indemnify the County from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

All proposals must be firm and not subject to increase, unless specified within the provisions of this Request for Proposals (RFP) and mutually agreed upon by the County and the Proposer.

No special inducements will be considered that are not a part of the original proposal document.

### County Rights and Options

The County, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute, or otherwise modify this RFP at any time
- To cancel this RFP with or without the substitution of another RFP
- To take any action affecting this RFP, this RFP process, or the Services subject to this RFP that would be in the best interests of the County
- To issue additional requests for information or clarification from Offerors or to allow corrections of errors or omissions
- To require one or more Service Providers to supplement, clarify or provide additional information in order for the County to evaluate the Responses submitted
- To negotiate an agreement with a Service Provider based on the information provided in response to this RFP.
- To award one or more contract(s).

### Public Records

Any material submitted in response to this RFP will become a "public record" once the Proposer's document(s) is opened and the Proposer is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Chapter 132, North Carolina Statutes. Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The County reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

### Trade Secrets/Confidentiality

Proposers must claim any material, which qualifies as "trade secret" information under N.C.G.S. 66-152(3) in their response to this RFP and must state the reasons why such exclusion from public disclosure is necessary and legal.

To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

**Do not attempt to designate your entire proposal as a trade secret, and do not attempt to designate pricing information as a trade secret.** Doing so may result in your proposal being disqualified. In submitting a proposal, each Proposer agrees that the City/County may reveal any trade secret materials contained in such response to all City/County staff and City/County officials involved in the selection process.

### **Familiarity with Laws and Ordinances**

The submission of a proposal on the services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP/RFQ documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the County in writing without delay.

The Proposer agrees that in carrying out this contract, compliance will be maintained with all applicable federal, state, and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

The Proposer certifies that the proposal is made in good faith and without collusion with any person making a proposal or with any officer or employee of the City.

The undersigned further agrees, in connection with the performance of this contract, not to discriminate against any employee or applicant for employment because of race, religion, color, gender, age, handicap, political affiliation, or national origin.

Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate proposal form will disqualify the proposer and the proposal will not be considered.

### **E-Verify Compliance**

Per N.C.G.S. 143-133.3“E-VERIFY. Provider shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Provider utilizes a subcontractor, the Provider shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.”

### **Iran Divestment Act**

Provider hereby certifies that it is not on the North Carolina State Treasurer’s list of persons engaging in business activities in Iran, prepared pursuant to NCGS 147-86.58, nor will Provider utilize on this agreement any subcontractor on such list. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer’s Office site: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/-Divestment-Act-Resources.aspx>

### **Divestment from Companies that Boycott Israel**

Contractor hereby certifies that it is not on the North Carolina State Treasurer’s list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.”

## NOTICE TO PROPOSERS

This entire set of documents constitutes the RFP. The proposer must return all information necessary to properly analyze the proposer's response in full. Proposer's notes, exceptions, and comments may be rendered on an attachment.

The County will not be obligated for the expenses of any provider arising out of preparation and/or submittal of responses to this RFP. Any and all proposals to this RFP are to be prepared at the cost and expense of the respondents, with the express understanding that there may be no claims whatsoever for the reimbursement of any costs, damages, or expenses relating to this procurement from the County or any other party for any reason (including the cancellation of this RFP).

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

All proposals should be complete and carefully worded and must convey all of the information requested by the County. If errors or exceptions are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the County will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. The County reserves the right to reproduce proposals for internal use in the evaluation process.

Proposers are expressly forbidden from contacting any other County employee or Forsyth County elected official regarding this Request for Proposals. Any such outside contact may result in disqualification from the request for proposal process.

► All proposals should include a signed acknowledgement of any addendums issued.

**FORSYTH COUNTY SHERIFF'S DEPARTMENT**  
**REQUEST FOR PROPOSALS**  
**REAL-TIME INTELLIGENCE CENTER ENTERPRISE SOLUTION**

**TERMS AND CONDITIONS**

- The County reserves the right to hold proposals open for a period of ninety (90) days after due date before making awards.
- It is the policy of the County that a county employee, officer or agent of the County may not participate in personal services or construction in which a contractor or subcontractor, or any member of his/her immediate family, business partner or any organization in which they serve as an officer, director, trustee or employee, has a financial interest.
- A Successful Bidder shall comply with the provisions of the terms of Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to the regulations issued pursuant to that Section, which prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving Federal funds; the Americans with Disabilities Act; the Educational Amendment of 1972 under Title IX, in particular Section 901 of such Act; Titles VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued pursuant to those Titles. A Successful Bidder shall comply also with The Personal Responsibility and Work Opportunities Reconciliation Act of 1996 that states that no federal funds may be expended for sectarian worship, instruction, or proselytization. By submitting a proposal, a Successful Bidder agrees to indemnify the County from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of or connected with the failure of the Bidder, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the aforementioned regulations or the rules and regulations issued thereunder any or all of same.
- A Successful Bidder shall be required to execute the following agreements and certifications, a copy of which is attached hereto and incorporated herein by reference:
  - Federal Certifications
  - Conflict of Interest Policy Statement
  - No Overdue Tax Debts Statement
- Bidders may be asked to provide written answers to clarify aspects of their proposal.
- The County assumes no liability for expenses incurred by Bidders resulting from response to this Request for Proposal.
- This RFP is not in itself an offer of work, nor does it commit Forsyth County to fund any proposals submitted.
- All materials submitted in response to this RFP will become the property of Forsyth County. Proposals not in compliance with the requirements specified herein or submitted after the deadline will not be considered under the review process.
- This RFP is issued by Winston-Salem/Forsyth County Purchasing on behalf of the Forsyth County Sheriff's Department, which is responsible for evaluation and selection of the bid(s). Award notices to Successful Bidders are tentative, pending approval by the Forsyth County Board of Commissioners and/or the Forsyth County Manager.

# Enterprise-Based Technology Solution Sheriff's Office Real-Time Intelligence Center

The Forsyth County Sheriff's Office operates a Real Time Intelligence Center, RTIC, which provides the agency with relevant and instantaneous information allowing for advanced detection, increased situational awareness, rapid communication, and efficient responses to crime. Information gathered through an expanding range of technologies is analyzed and translated into efficient and effective operational intelligence capable of protecting deputies and the community in a proactive versus reactive approach to public safety.

The Forsyth County Sheriff's Office is seeking proposals from experienced vendors to provide an enterprise-based technology solution to help serve as the operating platform for the Real-Time Intelligence Center, RTIC. RTIC is currently located on the second floor of the Forsyth County Public Safety Center, 301 North Church Street, Winston-Salem, NC 27101.

For more information, see this summary video: <https://www.facebook.com/GOFCSO/NC/videos/real-time-intelligence-center-rtic-introduction/4256484011034442/>

## Section 1. DESCRIPTION OF THE PROCESS

This section 1.0 contains information that shall govern the procurement process for this project.

### 1.1. SCHEDULE AND PROCESS

The following chart shows the schedule of events to prepare your organization's Response. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

Date	Event
<b>August 11, 2023</b>	<i>Issuance of RFP.</i> The County issues the RFP to the public.
<b>August 31, 2023 / 5:00 PM</b>	<i>Deadline for Submission of Written Questions.</i> Service Providers are permitted to submit to the County written questions, but only for purposes of clarifying this RFP. All submissions shall be submitted as outlined herein.
<b>September 5, 2023 12:00 Noon</b>	<i>Response Submission Deadline</i> Responses are due on this date.

### 1.2. PROPOSER QUESTIONS AND INQUIRIES

Proposer Questions and Inquiries relative to this RFP must be submitted **in writing only by 5:00 PM, August 31, 2023**, to Russell Frye at [russellf@cityofws.org](mailto:russellf@cityofws.org). The County will provide written responses to all inquiries received by this date, and responses will be made available to all known recipients of this RFP. Any oral responses made by any representative of the County may not be relied upon. Any supplements or **amendments to this RFP will be in writing and furnished to potential bidders.**

### 1.3. SUBMISSION OF RESPONSES

**Bidders must submit Proposals electronically.** To reduce printing costs and to facilitate recycling, we request that proposals be submitted electronically in PDF format prior to the deadline. Electronic bids should be submitted by attaching the required bid forms in PDF format to an email with subject, “**Real-Time Intelligence Center Enterprise Solution-RFP2449**” and emailed to [bids@cityofws.org](mailto:bids@cityofws.org), to be received **NO LATER than 12:00 Noon, September 5, 2023**. Such submission will not be opened until the time for receiving proposals has come.

**Please do not wait until the last minute to send your Proposal to avoid any possible delay that may occur during the transmittal of files.** A screen print of the email receipt will be used by City/County Purchasing as verification of the time received.

### **LATE PROPOSALS WILL NOT BE CONSIDERED.**

### 1.4. EVALUATION CRITERIA

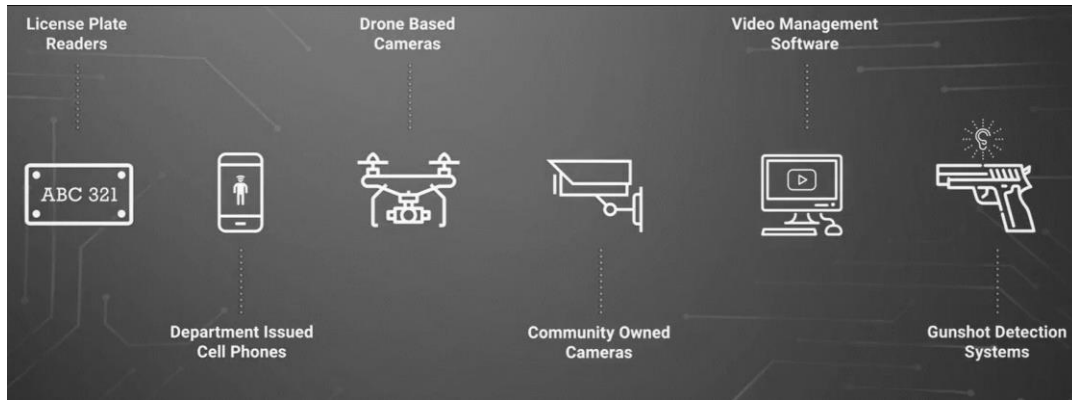
All bids that are submitted in accordance with this RFP and which meet the requirements in Section 2 will be considered to be responsive bids. Any bid may be rejected only for sound documented reasons. From the responsive bids, the County will choose the lowest proposed five-year cost from all responsible, responsive bidders.

### 1.5. REJECTION OF THE PROPOSAL

- a. The County reserves the right to determine and evaluate the qualifications of vendors and to reject any Final Proposals.
- b. The County retains the right to waive minor irregularities in the statement format.
- c. Basis for rejection includes but is not limited to:
  - Contains false or misleading statements.
  - Not in the format described under Proposal Content.
  - Unsigned cover letter.
  - Received after the due date.
  - Restriction or limitation upon their use.

### Section 2: SCOPE OF WORK/SPECIFICATIONS:

- The Forsyth County Sheriff’s Office is seeking proposals from experienced vendors to provide an enterprise-based technology solution to help serve as the operating platform for the Real-Time Intelligence Center, RTIC. RTIC is currently located on the second floor of the Forsyth County Public Safety Center, 301 North Church Street, Winston-Salem, NC 27101.
- The enterprise solution must allow for *a common operating platform that does not require a complete replacement of video cameras, recorders, servers, or network equipment at video transmitting locations that the Forsyth County Sheriff’s Office has access to view, save and analyze in a Cloud-Based System.*
  - *These transmitting locations consist of any Sheriff’s Office owned/placed cameras (such as Flock Safety cameras), as well as business cameras located throughout Forsyth County that owners have permitted the Sheriff’s Office to have access to.*
  - *The enterprise solution must allow for 1,500 Data Points/Video Streams saved in a Cloud-based solution having 10 TBs of storage.*



- ***The Enterprise Solution must be able to extract and unify live video, data and sensor feeds from virtually any source or location, enhancing the situational awareness and investigative capabilities of law enforcement agencies, whether it's a drone, a traffic camera, a private cell phone video, a building security camera, or a bomb disposal robot, etc. and send this data (Cloud based) to the Sheriff's Office RTIC.***

The Enterprise Solution must consist of the following elements or something equivalent:

1. **HARDWARE REQUIREMENTS:** Any proposed product/solution **MUST** be a SINGULAR hardware AND software package, which must, at a minimum, provide the following functionality:
  - a. Allow for 1,500 Data Points/Video Streams saved in a Cloud-based solution having 10 TBs of storage.
  - b. The vendor hardware shall facilitate the real time video steam from multiple donor sites and existing video surveillance systems using various proprietary and non-proprietary H.264 encoding to the RTIC.
  - c. A global map-based electronic display, including map telestration, of all accessed camera locations and organizations collaborating with the Sheriff's Office (Note: wall video displays/monitors are owned by the Sheriff's Office).
  - d. Full integration with other Sheriff's Office video systems and computer systems such:
    - i. as Body Worn Cameras and In-Vehicle/Fleet cameras (example: Axon),
    - ii. Computer Aided Dispatch Software (CAD),
    - iii. Agency drone videos (example: DroneSense),
    - iv. Real-time video accessibility to agency-owned cameras (Flock Safety cameras), which are placed in strategic locations throughout Forsyth County,
    - v. Privately owned cameras (such as cameras placed by local businesses), who have permitted the Sheriff's Office to access video data.
  - e. CJIS compliant cloud-based data storage.
  - f. Policy-based systems for sharing rules, including a complete chain-of-custody report of video access by user (Cloud based).
  - g. Digital media sharing capability with assigned officers on service calls.
  - h. Apple iOS and Android interoperability for live streaming and sharing of incident videos, maps and secure chat capabilities.
  - i. Object-based video review capability and real-time object-based alert notifications.
  - j. Operational dashboard for monitoring and management of secure chat channels, stakeholders, social media, local news media, and emergency and safety-related notifications.
  - k. Emergency/panic alerting mobile application (app) for the community, with location alerting and policy-based video sharing during critical incidents.

- l. Mass notification capabilities for community SMS alerts.
- m. Crime “heat mapping” capabilities, filterable by location, day and times.
- n. Encrypted and secure video feeds from various video sharing locations.
- o. Plug and play setup by video host locations, not requiring administration by Agency staff.
- p. Interoperability with existing IP Cameras, and NVRs/Servers from such equipment as helicopters, drones, robots, body worn cameras and fleet/in-vehicle cameras and their capabilities (live streaming, license plate recognition) as well cameras at multiple locations (examples: Flock Safety, Axon, etc.).
- q. Compatibility with cellular services including public safety FirstNet.
- r. “Health and Operating Status” of shared video/camera sites, with exception alerts.
- s. Maintain the unique web address owned by the Agency for community (citizen) camera registries.
- t. An easy-to-read map-based citizen/community camera registry interface system that allows for sharing camera locations, type and contact information to aid in investigations.
- u. A secure portal for sharing videos from witnesses and SMS text-based (non-app) video and photo sharing (to and from Agency).
- v. Case file management for live incident views and recorded videos, exportable into the Agency’s DEMS system (digital evidence management).

### **2.1. PRE-QUALIFICATION CRITERIA**

To ensure the County identifies experienced and qualified operators, the following are the general requirements:

- Must be able to meet the needs as detailed in Section Two.
- Must have at least 3 years or more continuously providing such technology solutions.
- Must be able to provide quality customer service and provide quickly to service issue problems.
- Must have proficiency in technology, software, enterprise-based solutions, hardware/equipment, and needs of law enforcement; Specify comfort and experience in providing real-time camera or surveillance solutions for law enforcement.

### **2.2. AWARD CRITERIA:**

Total proposed cost payable by the Forsyth County Sheriff’s Office over the course of the five-year contract. The County reserves the right to consider other factors such as compliance with required specifications and capabilities of the operating platform so that service levels are not diminished.

## **Section 3. PROPOSAL CONTENTS AND FORMAT / INTRODUCTION**

The County desires all responses to be identical in format in order to facilitate comparison. While the County’s format may represent departure from the operator’s preference, the County requests adherence to the format. All Responses are required to be in a PDF format including the following information:

- Cover Letter
- Vendor Profile
- Fee Proposal annual cost each year over 5 years.
- Professional references for similar law enforcement real-time crime centers.
- Any other relevant information the vendor would like to provide.

### **3.1. COVER LETTER.**

The cover letter shall provide the name, address and telephone numbers of the vendor along with the name, title, address and telephone numbers of the executive that the County should contact further questions about the proposal. The cover shall present the vendor's understanding of this Request for Proposal (RFP).

### **3.2. Operator' Profile**

Provide the following information:

- Provide the main headquarters address of the firm.
- Indicate the legal form of the business.
- Indicate the age of the business.
- State the total number of employees.
- Identify other major products or services the firm offers.

**Please do not substitute printed brochures as a substitute for your written response to specific questions. Doing so may result in your proposal being considered non-responsive and thus ineligible for consideration.**

### **3.3. Current and Past Experience (References).**

A detailed narrative that outlines the current and past experience with similar jurisdictions (law enforcement real-time crime centers). Please include any functionalities that exceed minimum requirements or additional products that are provided. Please provide the jurisdiction names and contact information.

### **3.4. Description of the vendor's management structure.**

A description of the vendor's management structure outlining roles, and responsibilities of key staff and demonstrating how the operator will ensure the highest level of customer service. Include copy of resumes of key personnel.

### **3.5. Fee Proposal**

Proposed annual cost payable by the County for each year of the five-year term. The first-year cost should include the full, all-inclusive cost, of hardware costs and equipment with the proposed fees for years two through five listed separately from the year one fee.

### **3.6. Term.**

Operator shall provide services for five (5) years beginning on October 16, 2023.

### **3.7. Any other relevant information the proposer would like to provide.**

**This page must be completed and submitted with the proposal:**

**Attachment C  
FEDERAL CERTIFICATIONS**

**The undersigned authorized official states that:**

1. The undersigned is the duly authorized representative of the Contractor named below.
2. The undersigned is authorized to make, and does hereby make, the following Certifications on behalf of the Contractor, as set out herein:
  - a. The Certification Regarding Nondiscrimination
  - b. The Certification Regarding Drug-Free Workplace Requirements
  - c. The Certification Regarding Environmental Tobacco Smoke
  - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
  - e. The Certification Regarding Lobbying
3. The undersigned completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed
4. [Check the applicable statement]

[ ] **The undersigned completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **made, or agreed to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action;

**OR**

[ ] **The undersigned did not complete** the attached **Disclosure Of Lobbying Activities** because the Contractor **did not make, and did not agree to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any member of Congress, any officer or employee of Congress, or any employee of a member of Congress in connection with a covered federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

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**Authorized Official Signature**  
**Official Title**

**Authorized**

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**Contractor Legal Name** **Date**  
**[The same individual who signed the Agreement execution page shall sign this Certification]**

## I. Certification Regarding Nondiscrimination

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

## II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition
  - b. Establishing a drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace
    - ii. The Contractor's policy of maintaining a drug-free workplace
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
  - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a)
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction
  - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction

- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
    - i. Taking appropriate personnel action against such an employee, up to and including termination; or
    - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

**Address**

Street

---

City, State, Zip Code

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Street

---

City, State, Zip Code

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- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

**III. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

**The Contractor certifies** that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

**IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier  
Covered Transactions**

**Instructions**

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

### **Certification**

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **V. Certification Regarding Lobbying**

**The Contractor certifies**, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

## **VI. Disclosure Of Lobbying Activities**

### **Instructions**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

1. Identify the status of the covered federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.
5. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate federal Identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
  11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
  12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
  13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
  14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
  15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

**Disclosure Of Lobbying Activities**  
**(Approved by OMB 0344-0046)**

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

<p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <p><b>For Material Change Only:</b></p> <p>Year _____          Quarter _____          Date Of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier (if known) _____  Congressional District (if known) _____		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>  Congressional District (if known) _____
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number (if applicable) _____</p>	
<p>8. Federal Action Number (if known)</p>	<p>9. Award Amount (if known) \$</p>	
<p>10. a. Name and Address of Lobbying Entity          (if individual, last name, first name, MI):</p> <p align="center"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p> <p align="center"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ € actual € planned</p>	<p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<p>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:      <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

### **Conflict of Interest Policy**

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organizations Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law
3. An organization in which any of the above is an officer, director, or employee
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall

**This page must be completed and submitted with the proposal:**

leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

**F. Violations of the Conflicts of Interest Policy --** If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**G. Record of Conflict --** The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature of Organization Official

\_\_\_\_\_  
Date

**This page must be completed and submitted with the proposal:**

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of \_\_\_\_\_

I, \_\_\_\_\_, Notary Public for said County and State, certify that

\_\_\_\_\_ personally appeared before me this day and  
acknowledged

that he/she is \_\_\_\_\_ of \_\_\_\_\_  
[enter title] [name of entity]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest  
Policy

was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the \_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Official Seal)

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

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_

**This page must be completed and submitted with the proposal:**

**Overdue Tax Debts<sup>1</sup>**

**Date of Certification:** \_\_\_\_\_

To: Forsyth County Health Department

**Certification:**

We certify that the \_\_\_\_\_ does not have any overdue tax debts, as  
(Organization’s Legal Name)

defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

**Sworn Statement:**

\_\_\_\_\_ and \_\_\_\_\_  
(Name of Board Chair) [Name of Second Authorizing Official]

being duly sworn, say that we are the Board Chair and \_\_\_\_\_,  
[Title of the Second Authorizing Official]

respectively, of \_\_\_\_\_ located in \_\_\_\_\_  
(Organization’s Legal Name) [City]

in the State of \_\_\_\_\_; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

\_\_\_\_\_  
Board Chair Signature

\_\_\_\_\_  
Second Authorizing Official Signature

\_\_\_\_\_  
(Title of Second Authorizing Official)

Sworn to and subscribed before me on the day of the date of said certification.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
(Notary Signature and Seal)

<sup>1</sup> G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

**PROPOSAL FOR  
Real-Time Intelligence Center Enterprise Solution**

**FORSYTH COUNTY SHERIFFS OFFICE**

**PROPOSERS:**

The undersigned bidder hereby declares that they have carefully examined the specifications contained herein and will provide all labor, materials, equipment, supervision, and insurance applicable to perform the service in accordance with the specifications and the requirements under the following sum to wit:

**PLEASE NOTE THE FOLLOWING:**

If after thirty (30) days, the Contractor has not reached an acceptable level of service, they shall be given thirty (30) days' notice that the contract will be terminated at the end of thirty (30) days in which event the County will be responsible only for payment of services performed through the date of termination. The value of work completed shall be the sole determination of the County in such a case.

**By signing below the Proposer agrees to the following:**

The Proposer agrees that in carrying out this agreement, compliance will be maintained with all applicable federal, state, and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

The Proposer certifies that the proposal is made in good faith and without collusion with any person submitting a proposal in response to this RFP or with any officer or employee of the County of Forsyth.

The undersigned further agrees, in connection with the performance of this agreement, not to discriminate against any employee or applicant for employment because of race, religion, color, gender, age, handicap, political affiliation or national origin.

The County reserves the right to hold proposals open for a period of ninety days (90) calendar days after due date before making awards.

Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate proposal form will disqualify the Proposer and the proposal will not be considered.

**This page must be completed and submitted with the proposal:**

## Real-Time Intelligence Center Enterprise Solution

### PROPOSAL AUTHORIZATION AND SIGNATURE

**The signature page must be completed and submitted with the proposal:** Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate proposal form will disqualify the proposer and the proposal will not be considered.

_____ Firm Name	_____ Authorized Signature ( <b>Notarized</b> )
_____ Date	_____ Street Address (P.O. Box)
_____ Federal Identification No.	_____ City, State and Zip Code
_____ Telephone Number	_____ Email Address

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me \_\_\_\_\_  
(name)

to me personally known, being duly sworn, did execute the foregoing proposal, and did so state that

he/she was properly authorized by \_\_\_\_\_  
(Company name)

to execute the proposal and did so on his/her free act and deed.

**SEAL**

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

**The following information is requested for statistical purposes only. The provision or omission of this information will neither affect nor influence the award of this contract. Bidder further certifies that:**

We ( ) are a Historically Underutilized Business (HUB) certified by State of North Carolina.

We ( ) are a minority business enterprise.

( ) are not a minority business enterprise.

If yes, please identify in the appropriate box  
below: ( ) Black

( ) Hispanic

( ) Asian American including Indian Subcontinent and Pacific Islands

( ) Native American Indian including Eskimos and Aleuts

We ( ) are a woman-owned business concern.

( ) are not a woman-owned business concern