



City of Raleigh

Request for Proposal # 274-TR-Citation Management
Title: Vendor- Hosted Parking Management System
Software & Additional Services
Issue Date: February 22, 2019

Proposal Submittal Date: March 18, 2019

At 4:00 PM EST

Issuing Department: Department of Transportation/ Parking Division
Direct all inquiries concerning this RFP to:
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1 REQUEST FOR PROPOSALS

1.1 Introduction

The City of Raleigh Parking Division is seeking the services of qualified firms to provide a cloud-based Parking Management System (PMS) Software that will manage Permits, Citations, Appeals, Booting/Towing, Reporting, North Carolina Debt Setoff, to include provide License Plate Recognition (LPR) software (with optional hardware/equipment installation) and new Android-based devices and wireless printer hardware and software, and interface with the City's new Parkeon Pay by Plate Pay Stations.

The PMS software will interface with the City's Revenue software iNovah and Oracle's Peoplesoft Application as well as Passport Labs Inc.'s Mobile Pay Application.

It is the intention of the City that the successful proposer will be awarded a contract to commence in May 2019 with the rollout of the software to begin June 1 2019. The term of the contract will be for 3 years with 2, 1-year optional renewals.

This solicitation is being conducted pursuant to North Carolina General Statute §143-129.8 and applicants are encouraged to familiarize themselves with that authority.

1.2 Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

The Parking Division manages off-street parking and operates the on-street program consisting of meter operations and maintenance, revenue collection, code enforcement and over 1000 residential permits in the controlled residential parking permit program. Today, our enforcement agents use 17- N5 Handhelds manufactured by Two Technologies to issue citations. The Parking Division has 1,300 on-street parking spaces and 211 Duncan VMs pay stations. The City interfaces with CivicSmart's AutoIssue Parking Enforcement software and AutoTRAX meter revenue management software from Duncan Solutions, Inc. Violation data captured via CivicSmart's AutoIssue flows in real-time to Duncan Solutions, Inc.'s AutoProcess citation processing software allowing real-time office functions to be performed.

The City is purchasing new Flowbird/Parkeon Paystations and will have them operational by August 2019. The City's contract with the current PMS vendor expires February 2020. Therefore, project end-to-end implementation must be completed prior to February 2020.

Parking enforcement technology has evolved significantly in recent years, providing customers with greater flexibility and efficiency in their enforcement practices. One technology that the City of Raleigh is adopting features a completely cloud-based solution that is fully integrated into Parkeon's Smart Parking product platform and features a common backend to manage the entire portfolio. This eliminates the need for third-party integrations and allows customers to deal with a single vendor for their Smart Parking meters, citations processing, permit management and code enforcement. Convenient payment options increase payment follow-

through by allowing motorists to easily resolve their citation. This consolidation of data leads to greater operational insight, better decisions, more flexibility when deploying new features, and the ability to have complete transparency.

1.3 RFP Response Timeline

The RFP process shall adhere to the following schedule.

RFP PROCESS	DATE	TIME (EST)
RFP posted	February 22, 2019	
Pre-Proposal Conference	N/A	N/A
Proposer’s written questions due	March 1, 2019	4:00 pm
City Responses to Proposer questions	March 12, 2019	5:00 pm
Proposals Due	March 18, 2019	4:00 pm
Proposal evaluations completed and finalists notified	March 29, 2019	
Vendor Presentations	April 2-4, 2019	

Note: All times shown as Eastern Standard Time (EST).

1.4 Pre-Proposal Conference- N/A

1.5 Proposal Questions

Upon review of the RFP documents, Proposers may have questions to clarify or interpret the RFP in order to submit the best proposal possible. Proposers shall submit any such questions to Seneca.miller@raleighnc.gov by the above Proposers Written Questions due date. A summary of all questions and answers will be posted on the internet as an addendum, located under the RFP #274-TR-Citation Management.

It is the Proposer's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

1.6 Proposal Submission Requirements and Contact Information

Proposals must follow the format as defined in Section 2. Proposers must submit one (1) signed original plus one (1) electronic version and two (2) copies, of the signed proposal. The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a Flash Drive attached to the proposal. Proposals must be enclosed in a sealed envelope or package and clearly marked: (*Request for Proposal –Citation Management 2019*). Both hard copy and electronic version must be received by the City on or before 4:00 PM EST on March 19, 2019. Deliver proposals to the following mailing / physical address:

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
RFP NO. 274-TR-Citation Management City of Raleigh Department of Transportation / Parking Attn: Seneca Miller PO Box 590 Raleigh, NC 27602	RFP NO. 274-TR-Citation Management City of Raleigh Department of Transportation / Parking Attn: Seneca Miller 310 West Martin St. Suite 109 Raleigh, NC 27601

Proposals received after the “RFP Due” deadline above will not be considered and will be returned unopened to the return address on the submission envelope. The outside of the submittal package and the Flash Drive must be clearly marked with the RFP number and the Title. The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest. Any requirements in the RFP that cannot be met must be indicated in the proposal. Proposers must respond to the entire Request for Proposals (RFP). Any proposals received by the City that are incomplete in their responses will be immediately disqualified.

1.7 Rights to Submitted Material

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina law) shall become the property of the City when received and the entire proposal shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina law.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposal.

2 PROPOSALS

Responses must follow the format outlined herein. The City may reject as non-responsive at its sole discretion any proposal or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

1. Cover letter / Letter of Intent
2. Corporate Background and Experience
3. Financial Statement
4. Project Understanding, Approach and Schedule
5. Team Organization, Experience and Certifications/Qualifications
6. Proposed Cost.

1. Cover Letter/Letter of Intent

Introduction Letter with intent as it may pertain to the Request for Proposal

2. Corporate Background and Experience

This section shall include background information on the organization and should give details of experience with similar projects. A list of 5 references (including contact persons and telephone numbers) for which similar work has been performed shall be included and the list shall include all similar contracts performed by the offeror in the past two, three, four, five (pick a reasonable period) years. The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the offeror’s proposal. The evaluators may check all public sources to determine whether offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators

may contact the public entities to make inquiry into offeror's performance of those contracts and the information obtained may be considered in evaluating offeror's proposal.

3. Financial Statement

The offeror shall provide the following financial information:

- Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the offeror shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP));or
- Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the offeror shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the offeror's stated financing), performance bond, personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the offeror's financial stability.

Recent shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

Consolidated financial statements of the offeror's parent or related corporation/business entity shall not be considered, unless: (1) the offeror's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements; (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the offeror's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) offeror provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The offeror's failure to provide any of the above-referenced financial statements or failure to submit all the requested financial statements may result in the rejection of the offeror's proposal and rejection is more likely to occur if other offerors provide financial documentation in compliance with the foregoing provisions. Offerors are also encouraged to explain any negative financial information in its financial statements and are encouraged to provide documentation supporting those explanations.

All financial information, statements and/or documents provided in response to this proposal requirement shall be kept confidential, IF THE PROPOSER COMPLIES WITH THE GENERAL INFORMATION ON SUBMITTING PROPOSALS BY MARKING THE FINANCIAL INFORMATION, STATEMENTS AND/OR DOCUMENTS CONFIDENTIAL.

4. Project Understanding, Approach and Schedule

This section shall include, in narrative, outline, and/or graph form the offeror's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task, deliverables and the schedule for accomplishing each shall be included.

5. Team Organization, Experience and Certifications/Qualifications

This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project. The offeror shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

6. Cost Proposal shall be submitted and contain:

- Personnel costs (including hourly rates and total hours)
- Travel and Subsistence Expenses
- Sub-Contractor Costs (if any)
- Other Costs (e.g., office expenses)

TOTAL COST

A total not to exceed cost representing the maximum amount for all work to be performed must be clearly indicated under this heading.

2.1 **Request for Proposal Documents**

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

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2.2 Evaluation Criteria

This is not a bid. There will not be a public bid opening. Proposals will be evaluated based on the following criteria:

Criteria	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score
Cover letter / Letter of Intent	0		
Approach to providing peripheral services <ul style="list-style-type: none"> • Training • Support 	15		
Performance of the vendor on projects of similar nature, magnitude and complexity	15		
Proposed Cost <ul style="list-style-type: none"> • PMS & LPR Software • Optional LPR Hardware and Installation • Professional Services • Vendor Service to include: Letter Notifications, Collections, Vendor-hosted On-line Payment Website, Data Conversion, Integration with other software, Optional lockbox services 	10		
Vendor Qualifications <ul style="list-style-type: none"> • Staffing Plan • Implementation Methodology & Timeline for full PMS rollout by January 2020 • Parking Software Installation Experience 	20		
Project References from other municipalities with a satisfactory rating	10		
Functionality and ease of use	10		
Ability to integrate with the City's PeopleSoft and iNovah software	10		
Successful interfacing history with various types of Pay Station Software	10		
Final Score			

Score Points

0- Missing or Does Not Meet Expectation
 1- Partially Meets Expectation

2- Meets Expectation
 3- Exceeds Expectation

2.3 Final Selection

Proposals will be reviewed after opening and will be ranked in order of choice. A recommendation will then be presented to the City Manager or City Council for approval to negotiate a contract with the #1 choice and if unsuccessful to then pursue negotiations with the #2 choice. All proposers will be notified of their standing immediately following City's decision. Price quoted must be held firm for 90 days after the RFP is due. The City reserves the right to make an award without further discussion of the proposal submitted. The City shall

not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract. The RFP may be awarded by individual task or total proposal, whichever is most advantageous to the City of Raleigh.

The general conditions and specifications of the RFP and the selected proposal, as amended by agreement between the City and the Proposer including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Failure of the Proposer to perform as represented may result in elimination of the Proposer from competition or in contract cancellation or termination.

2.4 Notice to Proposers Regarding RFP Terms and Conditions

It shall be the Proposer's responsibility to read the Instructions, the City's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Proposers also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

3 SCOPE OF SERVICES

The City of Raleigh is looking for a Parking Management Software (PMS) Solution that is a vendor-hosted, database-focused application to interface with Handheld Ticket writers and its software, License Plate Recognition (LPR) technology software with an option to provide LPR hardware/equipment that will provide at a minimum for the tracking of customers, vehicles, citations, permits, appeals, booting/towing, collections, and vehicle registrations.

The City is looking to purchase Android-based Ticket writer handhelds and detachable printers. In addition, the City requests a vendor-hosted E-Commerce Solution where the PMS Provider offers or integrates with merchant card services, credit card processing software, and/or a gateway, where the provider of those services has compatibility with City systems.

The City currently uses PayPal as our gateway and First Data as our merchant card processor. Additionally, vendors must indicate in their Bid if their software has Open Architecture to allow for the City's choice of merchant processor/gateway, the State of North Carolina's Master Services Agreement (MSA) for Electronic Payments at the following website.

<http://qa.osc.nc.gov/SECP/TypesOfMerchantCardsAccepted.pdf>.

The vendor will also provide timely Project Management services to include onsite installation and training for current and future workforce of all software and components, technical support, future software upgrades, as well as appropriate deployment assistance to ensure the system is properly implemented. The objectives of this implementation are as follows:

1. Increase collections
2. Identify repeat offenders, scofflaws, and expirations to our Field Agents
3. Improve and better manage communications with our customers
4. Improve and enhance permit sales
5. Provide a Vendor-hosted solution for receiving and processing financial transactions through E-commerce as well as Point of Sale

6. Reduce office traffic and mail volumes by using the E-commerce system for citation payments and purchase of permits
7. Reduce office traffic to allow customers to appeal citations on-line
8. Create useful management reports for system analysis, problem resolution, statistical data and overall efficiency
9. Enhance the City's customer image
10. Save time by incorporating relational databases that contain customers, permits, vehicles and citations
11. Provide an efficient system for tracking booted and/or towed vehicles, vehicles that have been identified for booting/towing and the locations of such vehicles, as well as the fine while in impound
12. Provide a platform for integration with other City Software Systems such as iNovah (Revenue Software) and PeopleSoft (Accounting Software), Passport Mobile Payment Application
13. Provide for Automated ticket issuance with handheld computers
14. Conversion of existing data in Duncan's AutoProcess to the new PMS software
15. Information retrieval from the Department of Motor Vehicles, local and nationwide
16. Fine escalation and late fee assessment
17. The generation and mailing and/or emailing of Late Notices for unpaid tickets
18. Placement and release of DMV registration suspensions/holds (where applicable and in North Carolina once it has been approved)
19. Customer friendly online web portal that allows customers to view, appeal and pay citations
20. Receipt and posting of mail payments
21. Provide Handwritten Ticket Book Inventory and Control
22. Citation Appeals- review, management, and reporting
23. Management and statistical reporting for two issuing agencies (Police Dept. and Parking Dept.)
24. Boot and Tow Functionality
25. Ability to perform Data Analytics, Query and Reporting, access to data within the system to utilize City data analytics tools and third-party reporting tools such as Microsoft Power BI
26. Dynamic and/or Performance-Based Pricing Capabilities: The Parking Management System shall possess the capability to manage real-time or pre-determined dynamic or performance-based parking capabilities as established by the City, based on real-time demand levels and locations. Additionally, the integration should allow financial data to be imported in to the PMS for unified financial reporting of the entire parking system.
27. Independent citation activity audit trail including names or user numbers of all persons processing or handling any data
28. Ability to attach photos, voice recordings, scanned correspondence and E-mail, VIN numbers, etc. to the appropriate citation or customer account
29. Follow up collection on delinquent parking tickets
30. Must have an open API that allows integrations
31. Parking Permit Issuance and Management

32. Provide a Vendor-hosted solution with Disaster Recovery and Security Breach Mitigation and Resolution Plan
33. **All wireless communications will need to be Wi-Fi capable**
34. An interface will be required with the City's Revenue Software (iNovah) on SQL Server on Windows.
35. An interface will be required with the City's new Flowbird/Parkeon Paystations. Provide how the information will be protected and secured. Identify the data in motion process. Explain how it will interface with the pay stations and data center.
36. An integration will be required with the City's third-party vendor for mobile pay application, Passport Labs Inc.
37. The City will require the vendor to host the Parking Management Software as well as to perform daily routine backup and location of all data.
38. The City will require vendor to provide a PCI Attestation of Compliance (AOC). Must provide details on the separation of duties, segmentation, virtual environment, etc.
39. Vendors must detail how the City's data will be kept separate and protected from other clients.
40. The City will require the vendor to provide a disaster recovery and contingency program as well as a Security Breach Mitigation and Resolution Plan.

As part of this proposal, the respondent must be willing to provide, if requested, temporary demonstrator PMS software and equipment at no cost to the City, for evaluation purposes by the selection committee for a period of up to 2 weeks. PMS will be implemented along with the City's new Flowbird/Parkeon meters in a phased approach based on districts working from west to east across Downtown Raleigh. The Proposed will need to provide their project management and implementation plan with a timeline of approximately May 2019- January 2020.

3.1 Technical Specifications

The City's intent is to incorporate all on-street public parking spaces into a new parking management system that will improve the parking experience. The proposed solution will streamline the online purchase of the parking permit and delivery functions, citation issuance and revenue capture, reports and any other processes and functions that may be of use by the City that will be part of a unified, comprehensive and cost-effective user-oriented system.

The system shall be built using service-oriented architecture, be highly modular and scalable, and non-proprietary. The Proposer shall develop and maintain a system that will maintain critical ticketing, parking permit management and access control files and related transactional data, images, video and other ancillary files in an environment that allows real-time inputs and outputs with City staff that rely on the accuracy and timeliness of this information.

The City expects this complete parking conversion will increase overall parking efficiency, system productivity; improve customer service while ensuring data security and system reliability. The desired solution will work via web browser, function on all mobile platforms, possess intuitive user management, accommodate location-based and on-line sales, have interactive reporting, and provide multiple media access, such as barcode, HID, AVI, Smart Phone, NFC Access, LPR, Online reservations, etc. Also, the proposed solution should be a secure, database encrypted, vendor-hosted, and web-based system that improves staff efficiency, enhances customer convenience, increases revenues, and creates better parker

compliance. The unified system should allow for the use of modern coding platforms, architectures, and data exchange methods.

The Parking Management System will provide the flexibility for the City of Raleigh to introduce a “virtual permitting” environment, utilizing a vehicle’s license plate as the primary credential and the AVI/RFID tag as their secondary credential. While the ultimate goal is to move to a 100% permit-less operation, there will still be the need for some physical permit distribution in the short-term, therefore, the Parking Management System must also have the ability to manage physical permits as well.

The Parking Management System should possess the capability to manage curbside programs that includes the monitoring of future rideshare spaces, car-share spaces, loading zones, ADA parking spaces, EV Charging stations and future enforcement of micro-mobility such as electric scooters. Additionally, the integration should allow financial data to be imported in to the PMS for unified financial reporting of the entire parking system.

The City currently allows metered on-street parking spaces to be reserved by City Departments and other external customers for special requests that may include access to a facility or construction site, building or street construction, remodeling, special events, or moving. The proposed solution should be able to manage the parking meter reservations or “hooded meter” program.

Proposers shall have a system that allows a customer to request a meter reservation online or in an app. This system would accept a date range for the reservation as well as the meter IDs for that reservation. The customer should be able to see which meters are available for the time range requested and be able to submit payment for the reservation. The meter reservation system should allow the customer to print a validation form to be displayed in vehicles that park at a reserved meter as well as store license plate information for vehicles that are parked at the meter. The Proposer shall have a system with the ability to provide a map view of the system and show reserved meters and available spaces for reservations based on data provided by the City. The City currently has all of the static coordinates (latitude and longitude) of the meters through ARC GIS.

3.2 Monitoring Application to Maintain System Performance

The Contractor shall be responsible for routine operation of all software and data used by the application, application files, diagnosing and effecting correction of all problems that impact operation of the applications software and its data, including, but not limited to, the tasks listed herein.

The Contractor shall employ system monitoring devices and programs, and diagnostic tools to ensure that all aspects of the application software are operating properly, and the System is

meeting all specified performance criteria. This work shall include, but not be limited to the following:

1. Monitor disk usage to verify adequate empty disk space available for program usage and data files (i.e., temporary files, logs, etc.,)
2. Monitor logs to verify log files are saved to removeable media and log files are purged on a regular basis and purge log files that exceed the data retention period
3. Monitor the database to verify database operation and ensure its performance is within acceptable tolerances and implement corrections to maintain acceptable performance,
4. Monitor the application software, to ensure its performance is within acceptable tolerance and meets the operational availability requirements.

3.3 Quality Control and Validation

The system shall generate an electronic log for correspondence activity. Information in the log shall include but not be limited to the initial daily count of correspondence envelopes and documents, the total number of electronic images scanned, the number of correspondence transactions performed, the daily end balance in each queue, and the number of cases worked. The City shall indicate information to be included in the log and how these numbers shall be generated. The Contractor shall provide authorized City personnel access to this daily log.

The system shall index all images to their corresponding parking citation and/or parking permit records.

The proposed solution should allow City staff to scan all documents received as correspondence, including envelopes, into the imaging system and shall validate all images to ensure all information—including but not limited to legible postmarks, mailing address, and return address—are captured in the imaging process.

3.4 Quality Assurance

All Parking Management System components and their installation shall comply with all laws, ordinances, codes, rules, and regulations of public authorities having jurisdiction over this part of the work. It shall be the responsibility of the Contractor to meet these and all other current technical, performance, and safety standards that are applicable to all components and to the entire system, even when not specifically referenced. It shall be the Contractor's responsibility to obtain any and all permits that are required to complete this work.

The Parking Management System shall be an open-architecture system where all interfaces (hardware and software) conform to national and International Organization for Standardization (ISO) standards.

All materials and equipment shall be listed, labeled or certified by a nationally recognized testing laboratory to meet Underwriters Laboratories, Inc. (UL), standards where test standards have been established. Equipment and materials which are not covered by UL Standards will be accepted provided equipment and material is listed, labeled, certified or otherwise determined to meet safety requirements of a nationally recognized testing laboratory.

Equipment of a class for which no nationally recognized testing laboratory accepts, certifies, lists, labels, or determines to be safe, will be considered if inspected or tested in accordance

with national industry standards, such as NEMA, or ANSI. Evidence of compliance shall include certified test reports and definitive shop drawings.

Housings of the components exposed to weather shall meet NEMA 4 standards or better to be moisture-proof and shall provide sufficient protection so that the components continue to function without moisture, dust, heat, or extreme cold related interruption.

The Contractor's application software shall conform to PCI DSS standards and be PA DSS certified. The Contractor shall submit the most recent PA DSS Report of Validation as part of their Proposal.

3.5 Professional Services

3.5.1 Conversion of 13 years of existing data to the new PMS system.

3.5.2 Existing Accounts and Citations in the current parking software (AutoProcess) will need to be converted into the new PMS software.

3.5.3 Collections Services.

1. The Vendor will provide Citation Collections Services for the City. Vendor must define "collection" and identify if there will be any payment card processing involved and if so, how will it be done.
2. After the citation has passed the final due date set by the City, the Citation must be routed immediately for collection activity.
3. The Vendor must send at least 2 notices to the violator.
4. The Vendor must skip trace and attempt to locate the violator's phone number.
5. The Vendor must document all outbound phone attempts to contact the violator.
6. Once the collection process is complete and the citation has been collected the Vendor will be due an agreed upon contingency fee from the Revenue collected. The contingency fee will be deducted from the gross collections for the City. A check will be issued to the City for the net collections amount no later than the 5th business day of the month for the prior month's collection activity.
7. Vendor must be able to collect revenues thru North Carolina Debt Setoff process.

3.5.4 **Letter Notification Services.**

1. The Vendor must generate and mail notices using text and mail times provided by the City.
2. Notices are to be mailed and include a return pre-addressed envelope to the City's designated remittance processing address.
3. The system shall maintain a record of all notices mailed and their mailed dates. Explain how and where this PII data be retained.
4. The System will enable users to access on-line all notices by respondent/vehicle owner's name, citation number, license number, date mailed, and the status of violations as they proceed through the noticing and collection cycles.
5. Notices shall be produced and sequenced for the lowest mailing costs.
6. The Vendor shall research the mail addresses on all returned mail and shall re-mail a notice to the correct address within 5 working days of receiving returned mail.
7. Notices should include the following information:
 - a. Registered Owner name and address

- b. Vehicle license number
- c. Vehicle Make
- d. Citation issue date, number, and time
- e. Location where violation occurred
- f. Issuing Agency
- g. Violation Description
- h. Information on how and where to make payment
- i. Amount of payment required
- j. Consequences of non-payment (Penalties, DMV hold, booting, etc.)
- k. Contact information including City phone number, toll free phone number for payment, and website for payment

3.5.5 Payment Processing Services

The Vendor must be able to process citation payments in the following ways:

1. Vendor-hosted on-line payment Website. Vendor must provide data flows and diagrams identifying the payment process from beginning to end.
2. The Vendor must report to the City citation detail, credit card activity and bank deposits on a daily basis. Vendor must ensure no card holder data is identified in the reporting documents.
3. Mail-in or Walk-in payments to the Parking Office or to Revenue Services through iNovah cashiering system which will update PMS system. A real-time interface using iNovah's API is a must. Provide process document as to how the payment process will work in regard to credit cards.
4. Additionally, the vendor must be able to identify in the system those payments accepted by City of Raleigh verses those processed by the PMS.
5. The Vendor must track and report rebilling on partial payments and checks returned for insufficient funds.
6. Vendor must be able to refund citation overpayment thru the method that the customer paid. (Credit Card refund if paid by Credit Card, Check refund if paid by Check). Identify how the refund process will work if initial payment is made via credit card (card not present) transaction.

3.5.6 Penalty Processing Services

The Vendor will provide a system for automatically assigning and updating the Citation information in the system for any penalties or late fee amounts owed, based on criteria defined by the COR.

3.5.7 Lock Box Services. (Please Quote Lock Box Services as an Option)

1. A post office / lock box must be established for the receipt of payments by mail. These payments will be processed by the vendor and then deposited into the City of Raleigh's specified bank account. Vendor must explain if these payments contain cardholder data, full primary account number data and if there will be a place on the payment document to enter card holder data.
2. A full accounting of records of deposits will be made to the City of Raleigh on a daily, weekly, and monthly basis. Management reports and statistical summaries of activity for the month, together with supporting detail, will be delivered within 7 calendar days after the end of each calendar month. Vendor shall provide the process they plan to implement to address the following areas:

- a. Sort and open mail.
 - b. Payments sent in by Citation holder. If mailed payments contain primary account number data, explain how the data will be managed, retained and destroyed.
 - c. Time period from receipt of payment by vendor till posting occurs in PMS and money is deposited in bank. (same business day)
 - d. A complete and comprehensive audit trail.
- 3.5.8 Vendor must prepare and send letters to issuers of NSF checks and inform issuers of these returned checks, of the City of Raleigh's Policy, and add any penalty charges to the total Citation charge and that payment is to be made by cash, cashier's check, money order, or credit card.
- 3.5.9 Vendor will be liable for any collection shortages which may occur during the collection or processing phase.

3.6 E-Commerce Solutions Requirements

- 3.6.1 The PMS shall offer Vendor-hosted Web services functions to allow external programs access to system features.
- 3.6.2 Web services:
- 1. Shall be non-Proprietary
 - 2. Shall allow Citation payments
 - 3. Shall allow Permit sales
 - 4. Shall allow access to account information
 - 5. Shall allow Customer Appeals and Adjudications
 - 6. Shall be mobile-ready
- 3.6.3 Handheld Ticket Writer communications
- 3.6.4 Allow for web-based interface allowing secure on-line transactions. Vendor must explain how transactions will be secured and protected.
- 3.6.5 Web services shall be capable of operating over a secure network connection, including SSL.
- 3.6.6 Shall support user authentication and must explain how vendor would authenticate.
- 3.6.7 Shall allow real-time interaction with parking database.
- 3.6.8 Web services shall adhere to the business rules of the system so as not to compromise existing data or allow insertion of bad data. Explain if and how transactions will be secured.
- 3.6.9 Web services shall allow for a customer to find personal account summary information including all invoices, vehicles, and contact information.
- 3.6.10 The vendor shall offer consulting and/or technical development services, if needed, to help guide the web services implementation process.
- 3.6.11 All activities performed by a web service shall be logged in the system activity and/or financial log of the system.
- 3.6.12 Web services shall allow a customer to edit current customer information.

3.7 Management Reports

The Vendor shall provide samples of all reports to allow for evaluation of reporting features by the selection committee. In addition, the City requires that all report data can be interfaced with an ad hoc report writing software such as Power BI and other analytics programs.

The City further requires remote management options that allow all reports to be run and printed in real time at City offices and remotely. The system shall possess a user-friendly report writer feature to allow authorized personnel to query and generate ad-hoc reports online. The online query or ad-hoc reporting tool must directly access data in the master database to provide accurate real-time information. The vendor shall provide a full complement of monthly and annual management reports for the City to include, at a minimum, the following:

- 3.7.1 Report of Revenue collected for a selected date range or by month
- 3.7.2 Daily Transaction Report that distinguishes payments made by iNovah versus payments received directly in PMS.
- 3.7.3 Daily Deposit Detail Report that includes merchant activity deposits versus cash/check deposit. This report should be able to isolate iNovah data.
- 3.7.4 Report of Citations issued for a selected date range or by month with violation code and fine, plus penalty amounts added to delinquent citations during the month
- 3.7.5 Monthly status reports on all parking violations processed including up-to-date collection percentage rate
- 3.7.6 Monthly payment report identifying collection results by month in which parking violations issued will also include delinquent notices
- 3.7.7 Monthly Habitual Violators Report listing violations; to also include the latest DMV registered owner name and address
- 3.7.8 Monthly status report of open and closed parking violations
- 3.7.9 Aged Accounts Receivable Report noting collection phase activity
- 3.7.10 Monthly and year-to-date Fine Collections
- 3.7.11 Monthly and year-to-date new citation processing
- 3.7.12 Monthly and year-to-date dismissals and suspensions
- 3.7.13 Number of void/cancellations for date range by ticket type
- 3.7.14 Number of appeals received for the current month and year-to-date
- 3.7.15 Processing Activity Report for all methods of payment by date range of daily.
- 3.7.16 Citation Payments after Activity Report
- 3.7.17 Citation Registered Owner Activity Report
- 3.7.18 Citations with credit balances Report
- 3.7.19 Cleared Citations Report
- 3.7.20 Current Open Citations Report
- 3.7.21 Citation Aging Report

- 3.7.22 Citation Aging by year Report
- 3.7.23 Outstanding NSF Service Fee Report
- 3.7.24 Citation Closed Reasons Summary Report
- 3.7.25 Citations Closed Reasons Report
- 3.7.26 "Hot sheet" Report
- 3.7.27 Entered Citations Report
- 3.7.28 Field Agent/Officer Productivity Report
- 3.7.29 Late Payments report (Greater than 5 days)
- 3.7.30 Out-of-State Plate Payments and Non-payment reports
- 3.7.31 Voided Citations Report
- 3.7.32 Citations reduced to Warnings Report
- 3.7.33 Citations with Registered Owner but 2nd notice not sent
- 3.7.34 Citations with Registered Owner but 1st Notice not sent
- 3.7.35 Duplicate Citations Report
- 3.7.36 Open Citations without Registered Owner information ("Orphans")
- 3.7.37 Active Users Report
- 3.7.38 Login History Report
- 3.7.39 Citation issuance Report by Officer which displays the number of Citations issued by each field agent or officer by type of violation with description and code number
- 3.7.40 Citation Issuance Report by Zone and type of violation
- 3.7.41 Citation Disposition Report by Field Agent or Officer which displays the agent or officer, citation issued, paid, dismissed, unmatched at DMV, and voided
- 3.7.42 Issuance Performance report by Field Agent or Officer which provides a summary of citations and writing errors
- 3.7.43 Violation Analysis Report by issuing agency Parking or Police with the number and percentage of total citations issued for each violation
- 3.7.44 Citation issuance by location Report which displays the number of citations issued for each agency by violation broken down by location
- 3.7.45 Citation Disposition Report by Location which summarizes issuance by area with disposition results
- 3.7.46 Missing Citation Analysis Report that identifies the missing citations from the active citation books by the name of the officer to whom the book was issued to
- 3.7.47 Tow Activity Report which can be sorted by Company and shows how many vehicles were towed, the date towed, where the vehicles were towed, the number of citations outstanding against individual vehicles, the value of citations, and the date the citation was paid
- 3.7.48 Permit Issuance report which shows the number, type, and date of permits issued per day, week, year, and by whom

3.8 Software Updates & Adaptive Changes

The Contractor shall notify the City whenever Contractor furnished upgrades and/or enhancements to operating system, the application software, third party software or third-party software tools used by the System when they become available. The Contractor shall also provide the City with an analysis of the potential effects of such upgrades/enhancements on the System. This analysis shall include, at a minimum, the following:

- 3.8.1 Compatibility of the application software with the new operating system or third-party software;
- 3.8.2 Compatibility of the upgrade with the system architecture, server and communications infrastructure;
- 3.8.3 Infrastructure improvements required to support the upgrade;
- 3.8.4 Potential increases or decreases in equipment performance;
- 3.8.5 The availability of product support for the current (older) version of the operating system or third-party software;
- 3.8.6 The cost of the software upgrade, including testing and any other tasks which may be associated with the upgrade.

The City will then determine whether or not to order the upgrade. If the City selects the upgrade, the Contractor shall perform the upgrade on the System, test the system, and update the documentation, all in accordance with the contract terms.

In the event changes to the computing or network environment are disruptive to the System or prevent the System from meeting the operational availability or function in accordance with the manufacturer's stated functionality and performance, the Contractor shall implement corrections to the software or System configuration to mitigate those changes to the computing environment. Upon notification of the disruption by the City or discovery by the Contractor that the System is not operating in accordance with the manufacturer's stated functionality and performance, the Contractor shall dispatch trained personnel to correct the disruption and restore System operation. The Contractor guarantees that it will use its best efforts to implement required corrections as soon as practical based on the nature of the disruption and criticality of the lost services. The Contractor shall implement all changes, test the System, and update the documentation.

3.9 Support and Maintenance Requests

The Vendor must offer a maintenance agreement that will cover all PMS software, LPR hardware, LPR installation and LPR software, Handheld hardware and software, customer support, and software upgrades. All software updates must be seamless and should not adversely impact current data, handheld and office functionality.

Again, the City must be notified of all software updates and must be during non-productive hours. All data and reporting applications provided by the Vendor must have flexibility in modifications within reason, for example inputting new citation violations should be included within management reporting application and software.

The maintenance plan must focus on preventative maintenance that should be handled remotely and after hours, leaving the City's parking operation with little or no downtime. Enhanced maintenance should provide a separate toll-free phone line with a desired 30-minute target call turnaround, Monday thru Friday between the hours of 8:00AM and 8:00PM Eastern time.

The Vendor shall utilize a Maintenance Tracking System, provided by the Contractor, to monitor and record all scheduled, requested, and performed maintenance services.

Contractor shall propose the Maintenance Tracking System to the City for review and approval prior to the implementation of such system. The Division of Parking Management utilizes Cityworks as its preventative maintenance and work order system. The Contractor must describe the integration process with Cityworks.

The Contractor shall submit Monthly Maintenance Reports in a City-approved format to designated personnel during the Contract period. All reporting requirements shall be determined at the time of Contract start.

3.10 Future Capabilities

The identification of features that will be available after the equipment is deployed may also be mentioned, but descriptions should clearly state when features will be available for deployment and any hardware upgrades and costs associated with such upgrades such as wayfinding capabilities, camera technology and other emerging technologies.

3.11 Application and Database Hosting Requirements

- 3.11.1 The software, data and website will be hosted by the Vendor.
- 3.11.2 The Vendor will install and manage upgrades to software.
- 3.11.3 The City does not have to perform any maintenance on the client workstation to have the latest software version.
- 3.11.4 The Vendor will provide trained technical support staff that is able to log into the database remotely and assist with trouble shooting, configuration, and support issues.
- 3.11.5 The new Parking Management Software must be browser- based and run on the current versions of all browsers.
- 3.11.6 The Vendor must provide the support necessary to host and maintain (upgrade, backup, etc.) the server, database and software.
- 3.11.7 The Vendor must also provide how they're storing, transmitting or processing CHD to ensure year to year compliance measures and provide an AOC as validation.
- 3.11.8 The Vendor Hosting Center must be supported 24x7x365.
- 3.11.9 The Vendor must provide details on backup and disaster recovery plan.
- 3.11.10 The Vendor shall provide a system disaster plan.
- 3.11.11 The Vendor shall possess security features that limit system access to authorized personnel only.
- 3.11.12 The Vendor shall establish and maintain procedures in all data control areas that will reduce the opportunity to damage, alter, or compromise data. Identify what those procedures are which will mitigate the risk to compromised data.
- 3.11.13 The Vendor shall provide the City of Raleigh with on-line access, real time to the application 7:00 AM to 2:00 AM Eastern Standard Time.

3.12 Interfacing Requirements

The Vendor must offer interface capabilities. Vendor should explain what type of interfacing is available (real-time or batch file) and the method(s) available for interfacing with external applications. Below is a list of the software to interface with:

3.12.1 iNovah (Revenue Software) on SQL Server on Windows

The customer should be allowed to make a payment at more than one location in the City. An Open Architecture application will allow the customer to visit either the City's Revenue Services or the Parking Office to pay citation fines in the following manner:

1. Customer provides cashier with citation number or actual citation.
2. Cashier uses the City's cashiering software (iNovah) to look up the ticket by number, name, license plate, etc.
 - a. A real-time call is placed in (iNovah) to the Parking Management System external citation database.
 - b. The citation database returns the amount due of the citation in real-time to iNovah.
3. The Cashier takes the payment real-time in iNovah
 - a. The payment is recorded in the iNovah database.
 - b. A real-time call is placed to update the citation in the external citation Parking Management Software database.
 - c. The payment is recorded for that customer in Parking Management Software.

3.12.2 PeopleSoft Accounts Payable (on an Oracle 12c platform on Linux)

1. The Accounts Payable in the Parking Management System updates PeopleSoft.
2. The AP information in PeopleSoft is updated regularly in batch format.

3.12.3 Flowbird's Parkeon Pay Station Wireless Management Software

3.12.4 Passport Labs Inc. Mobile Pay Application

1. The PMS must be able to integrate with Passport Mobile's system.
2. Vendor must provide the process document to understand how the Mobile Pay application integrates and how it manages card holder data.
3. Vendor must provide a list of all mobile or pay-by-phone payment providers that the PMS has successfully established integrations.

3.12.5 Integration with off-street parking deck equipment with on-street hotlist.

3.13 Third Party Services

- 3.13.1 List names of any technology companies that your organization is partnered with, the nature of your relationship, and the value that it brings to your proposed solution and ultimately the City of Raleigh.
- 3.13.2 Describe your overall approach to developing, testing, implementing, and upgrading system interfaces to 3rd party systems.
- 3.13.3 Describe how customer information is used, retained and discarded by third-party entities.
- 3.13.4 Detail any limitations/issues regarding the willingness or ability to interface/integrate the proposed system with other 3rd party automated systems.
- 3.13.5 Please indicate if your firm offers an interface engine product and/or describe your experience with 3rd party interface engine products and the proposed system.
- 3.13.6 If customization is required, describe how this will affect the cost, timeline for development, and support after implementation of the interface.
- 3.13.7 The City shall negotiate contracts directly with any third part service, when the City is required to sign a contract directly with the third party

3.14 Training and Support

Vendor shall provide training on an individual location basis or in a group setting as approved by the City. The Vendor shall provide additional training, if needed or as requested at prevailing rates throughout the length of the Contract. Additional training shall be determined by the City's need and provided based on practicality and reasonableness.

- 3.14.1 Vendor shall provide a training program for the technicians and staff responsible for:
 - 1. Installation, start up, and maintenance of the hardware and software
 - 2. Programming rates, valid parking times, etc., through the Parking Management software
 - 3. Citation management data inquiry and daily balancing
 - 4. Programming of handheld ticket writers with handheld software
 - 5. Monitoring the equipment
 - 6. Troubleshooting repairs
 - 7. Citation writing along with data file collection and uploading of handheld ticket writers, credit card file downloading, system monitoring and auditing, and set up and maintenance of user passwords.
- 3.14.2 Vendor shall provide a thorough outline of the training content and shall provide a training schedule for both software and hardware. The schedule shall include periodic refresher training (continuing education), including, but not limited to, emphasis on particular areas of the City's choice and upgrades of software and/or hardware.
 - 1. The successful Vendor shall provide a minimum of 8 hours of training at a designated City facility for City staff and technicians to develop expertise in the maintenance and repair of
 - a. Installation

- b. Maintenance
 - c. Troubleshooting repairs
 - d. Operations – programming, inventory, citation processing and use of website.
2. Five (5) copies of the operating manual in English for installation, maintenance, and use (complete with diagrams and specifications) are to be provided at the time the units are delivered.

3.15 After Sales Support

The Vendor must provide access to 24/7 telephone support. The Vendor must also outline what support options are made available with regards to on-line knowledge databases.

3.16 Delivery and Storage

Contractor shall be responsible for insuring all shipped items. Any items damaged during shipping shall be replaced and shipped to the City of Raleigh, by expedited means if requested, at no additional cost to the City.

3.17 References

Vendor must provide at least five (5) city/municipal references of comparable size, (approximately 400,000 or more), using the product and system proposed to the City.

3.18 Pricing

Vendor must identify, itemize, and price every component or sub-system required for PMS, Ticket writer handheld, printer and LPR software and hardware, and Pay Online Web solution to perform satisfactorily as a fully functioning system. Vendor must also identify, itemize, and price every service stated in RFP. Any software, hardware, cabling, communications connections, batteries, lubricants, adapters or other item required for proper operation as a working network of machines must be offered during submittal.

Vendor should identify and price any components that are recommended as “spare” or stocking repair parts or supplies in order to provide timely repairs for broken equipment. Vendor must identify an authorized provider for installation, repairs, service and warranty.

As part of the contract, Vendor must guarantee the supply of all spare or stocked repair parts for the Handheld Ticket Writers for a period of 3 years.

3.19 Warranty

The Vendor guarantees for a period of minimum two (2) years from the date of installation to repair and/or replace any part or modular component determined to be defective in material or workmanship under normal use and service at no additional cost. All warranty replacements will be free of charge on parts and labor. Extended warranty options must be made available and outlined within this proposal.

3.20 Spare Parts Inventory

Proposers shall provide a recommended inventory of spare parts and equipment as part and included in the cost, of the initial installation. The purpose of such inventory is to provide the capability of repairing a device by replacing the entire device or the failing component from the spare parts inventory to avoid any delay in making repairs for shipment of replacement items.

The cost of each item in the spare parts inventory shall be itemized except that fully assembled components such as read head assemblies shall be considered and priced as single items. A list of the spare parts inventory shall be provided as part of the proposal submission for supplying the system and the parts shall be the property of the City of Raleigh.

The City may elect to store the spare parts inventory on City property in a location accessible to personnel designated by the Proposer to perform warranty service.

3.21 Project Deliverables

The project deliverables must be able to work fluidly for our enforcement staff and continue to flow in real-time for office functions to be performed by the Parking Division. The deliverable must provide:

3.21.1 Full functioning PMS software

3.21.2 Real-time interface with Flowbird Parkeon pay stations and its parking system

3.21.3 New handhelds and detached printer hardware

3.21.4 LPR software

3.21.5 Training on all deliverables

3.21.6 Technical support for the City

3.21.7 Integration with the City's mobile pay application, Passport Labs Inc.

3.21.8 LPR hardware and installation is optional within the Proposer's bid.

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The following table contains a list of specific Proposal deliverables:

DELIVERABLES
Statement of Work
Project Plan
Documented Requirements and Functional Specification
Technical Design Document for interfaces
Parking Management and Handheld Software installation and setup & testing
Data Mapping and conversion plan
1 Vendor-Hosted Website (to include credit card payments, account information and the ability to appeal citations)
Test Reports
Other Deliverables
Professional services:
Software license
Training
Data conversion and setup
Project Management Plan to include all phases of Conversion, Set-up, Testing, Training, Installation, and Implementation to completion.

4 CONTRACT TERMS

4.1 Non-Discrimination

To the extent permitted by State Law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform to the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

4.2 Minority or Women Owned Businesses

Pursuant to General Statutes of North Carolina Section 143-128 and 143-131 and to City policy, the City of Raleigh encourages and provides equal opportunity for Certified Minority and Woman-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include - Professional Services; Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their proposal, and how that participation will be achieved.

Furthermore, the City's goal is to contract or sub-contract fifteen percent (15%) of the contract amount to Certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding. The goal breakdown is 8% for minorities and 7% for non-minority females.

4.3 **Assignment**

This Contract may not be assigned without the express written consent of the City.

4.4 **Applicable Law**

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

4.5 **Insurance**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employee's liability of no less than \$1,000,000 each accident.

Additional Insured – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**City of Raleigh is named additional insured as their interest may appear**'.

Certificate of Insurance – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

**City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590**

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability

under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Professional Liability – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh's Risk Manager.

4.6 Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

4.7 Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

4.8 Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure

event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

4.9 Advertising

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

4.10 Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

4.11 Laws/Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

A. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

B. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

C. Employee Education and Training

Provide education and training to all contractor's employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

4.12 Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

4.13 Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract, and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

4.14 Audit

The City of Raleigh Internal Audit Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

In the event of such an audit, Contractor agrees that the City, or its designated representative, shall have the right to review and to copy any work, materials, payrolls, records, data, supporting documentation, or any other sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. The Contractor agrees that the City, or its designated representative, shall have access to Contractor personnel pertaining to the performance of this contract, including but not limited to financial, performance, operations and compliance records. Contractor agrees to maintain such

records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Further, Contractor agrees to include a similar right to the City to audit and interview staff in any subcontract related to performance of this contract.

Contractor shall require all payees to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees have the same right to audit provisions contained in this Contract.

The City agrees to provide Contractor with an opportunity to discuss and respond to any findings before a final audit report is issued.

City's rights under this provision shall survive the termination of this agreement. The City may conduct an audit up to three years after this agreement terminates.

4.15 E-Verify

Contractor shall comply with E-Verify, 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 and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

4.16 Iran Divestment Act Certification

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

4.17 Companies Boycotting Israel Divestment Act Certification

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.