Request for Proposals (RFP)

Off-Street Parking Access and Revenue Control Equipment (PARCS)

RFP No: 18-0029
Date Issued: November 22, 2017
Due Date: December 22, 2017
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Section 10: Date of RFP
November 22, 2017

Section 20: Project Manager and Contact with City; Questions about this RFP.
Direct questions and concerns to:

ATTN: Thomas Leathers, Parking Division Administrator  
Name of Department: City of Durham Transportation Department  
MAILING ADDRESS 101 City Hall Plaza  
Durham, NC 27701-3329  
Telephone Number: (919) 560-4366 x36207  
Fax: (919) 560-4561  
Email: Thomas.Leathers@durhamnc.gov

If you have concerns about this RFP that you believe are not being addressed by the project manager, please contact:

ATTN: Harmon Crutchfield, Assistant Director  
City of Durham Transportation Department  
101 City Hall Plaza  
Durham, NC 27701-3329  
Phone: (919) 560-4366 x36439  
Fax: (919) 560-4561  
Email: Harmon.Crutchfield@durhamnc.gov

DESCRIPTION OF PROJECT AND NATURE OF RFP

Section 30. Project:
The City of Durham ("City") is seeking proposals from qualified and experienced vendors for a scalable web-based, Vendor-hosted solution for an integrated Parking Access and Revenue Control System (PARCS) including hardware and back-office software ("System") within both a gated and non-gated controlled environment. The Transportation Department’s Division of Parking Management is the primary sponsor of the System. The City owns and operates five (5) garages and 12 surface lots, providing over 2,878 off-street spaces and over 3,100 on-street spaces, including 1,000 parking meter spaces and 1,200+ residential permits in a controlled residential parking permit program.

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified Proposers to establish a contract through competitive sealed proposals for the provision of a Parking Access and Revenue Control System that uses leading edge technology that operates on an open architecture platform. For management reporting purposes, the System must integrate with the City’s existing off-street parking solutions and provide a graphical display of the entire integrated off-street operations displaying the status of current revenues earned, location occupancy, duration, car counts, system activities, error/fault messages, and other key operating functions and statistics.

The System shall have the capability of processing and tracking various parking users including transient, hotel patrons, residential tenants, tenant guests, monthly parkers, and valet parking. The City prefers a System that uses License Plate Recognition (LPR) technology to process and/or track transactions, access, and inventory of vehicles using the garages. In addition, the City prefers a System that accepts multiple payment options, including cash, credit card, validations, mobile payments, proxy cards, online
reservation system, etc. This RFP is issued in conformance with N.C. Gen. Statute § 143-129.8 for the purchase of information technology goods and services.

The Transportation Department’s Division of Parking Management is looking to utilize technology and data to better provide customer service, improve utilization of City assets, and develop innovative solutions based on the data collected. To achieve these results, the Division desires to partner with vendors and organizations that can integrate applications with data with other partners. Through database access, API usage, compliant web based applications, and cross platform compatibility, the Division is better able to leverage the technology in which it has invested. The ideal vendor would have existing integrations with our partner organizations, including but not limited to Parkeon, IPS Group, FacilityDude Maintenance Edge and Capital Forecast, Municipal Citation Solutions VATS software, Genetech AutoVu, PassportParking, etc. The ideal vendor will also possess the ability and desire to develop integrations with new software and services. Currently, Parking Enforcement Ambassadors use License Plate Recognition for parking enforcement via the Municipal Citation Systems and Genetech AutoVu platform.

The City engaged Kimley Horn and Associates, Inc., an outside consultant, to conduct the 2013 Comprehensive Parking Study throughout the downtown area. The Comprehensive Parking Study should be used for reference purposes only. A copy of this report and details of the City’s parking meter program recommendations and other important information can be found on the City’s website at http://durhamnc.gov/1085/Comprehensive-Parking-Studies. At present, the City has contracted with Nelson\Nygaard to conduct the 2017 Downtown Parking Study to update the 2013 Comprehensive Parking Study.

The contract award for this Request for Proposals is subject to approval by the City Council.

Section 31. Project Background:
The City of Durham currently uses 3M’s (formerly Federal APD) Parking Access and Revenue Control System (PARCS) in all of its Off-Street parking facilities. The system includes all hardware and software needed to provide an operational parking management system. In November, 2014, the 3M Company announced that it will be transitioning out of the PARCS business by closing the parking manufacturing operations. According to 3M’s press release, the company will continue to support warranties for up to two years. The City’s 3M PARCS’ equipment is out of warranty status.

The closure of 3M’s parking business raised several short-term and long-term concerns for the City. Some of the concerns include:

- Software support, maintenance, and training.
- Compliance with statutory and financial institutions requirements (e.g., PCI).
- Service calls (hardware and software) especially after the end of 3M’s warranty period.
- Spare parts.
- System upgrade needs due to constantly changing parking industry requirements.
- System and feature upgrades needed to support changes in payment industry and related demands/expectations from users/parkers.
- Technology improvements and enhancements.
- Protection of parking system from hackers. In recent years, the parking and IT industries have experienced an increase in system break-ins from hackers.
• Potential loss of equipment value due to lack or absence of proper and well maintained PARCS
  operating system.

The City wants to properly collect parking revenues from its parking facilities, maintain its PARCS
hardware and software on a long-term basis, and provide a high level of customer service to its current
and future customers. The City has initiated a replacement program of all existing Off-Street PARCS. The
City is soliciting proposals from qualified proposers to establish a contract through competitive, sealed
proposals for the provision of a complete PARCS for City owned Off-Street parking facilities. The
proposers will provide all necessary PARCS hardware, software, installation and related services for the
City. The details of PARCS and related services are defined later in this document.

Section 40. Scope of Work:
The City is soliciting proposals from qualified firms with demonstrated experience in providing and
supporting a Contractor – Hosted, Scalable, Web-based solution for an Integrated Parking Access and
Revenue Control System with License Plate Recognition and AVI, including hardware and back-office
software within a gated and gateless controlled environments.

The scope of the required project shall include, but is not limited to, the design, development,
programming, reliability testing, fabrication, unit testing, system testing, packaging, shipping,
installation, start up, maintenance, training of staff and documentation of a PARCS that will provide for
multiple credentials for access control and payment services.

The new PARC system will provide transient parkers with automated payment stations strategically
located in each parking garage coinciding with a graphics program to assist transient parkers.

The technical requirements for the project, as provided in Appendix A of this RFP, describe the system
concepts, operational and technical requirements and various procedures for the design, development,
fabrication, programming, testing, installation and implementation of the various items of access control
credentials and fee collection equipment.

The primary objectives are as follows:
• Improve customer service by reducing system downtime and repair costs.
• Provide efficient throughput with RFID Intelligent Permits and License Plate Recognition (LPR).
• Reduce in-lane Queue time for all parkers.
• Improve technology to reduce staff hours and enhance customer service.
• Improve administration and operations process through enhanced reporting.
• Automate multiple credentials for access control and payment options.

A detailed Scope of Work is provided as Exhibit A.

Section 50. Compensation Amount and Schedule:
Compensation will be determined based on the proposal submitted by the selected vendor.

Section 60. Definitions in this RFP: City, RFP, Proposal, Candidate, Contractor, Should:
Unless the context indicates otherwise – (a) The expressions “RFP,” “this RFP,” and “the RFP” refer to
this document as it may be amended or updated. (b) “City” and “city” mean the City of Durham. (c) The
“proposal” is the response of a person, firm, or corporation proposing to provide the services sought by
this RFP. (d) The word “Candidate” or “candidate” is the person, firm, or corporation that submits a proposal or that is considering submitting a proposal. (e) The word “Contractor” or “contractor” is the person, firm, or corporation with which the City enters into a contract to provide the services sought by this RFP. That is, “contractor” generally refers to a successful candidate that has obtained a fully executed contract with the City, while “candidate” is generally reserved to the stage before a contract has been signed. (f) The word “should” is used to tell candidates what the City thinks it wants and/or what the project manager thinks is best. Candidates that want to increase the likelihood of being selected will, in general, do what the RFP says candidates “should” do, but failure to comply with all “shoulds” will not necessarily and automatically result in rejection.

Section 70. Contract:
The City anticipates that the conclusion of the RFP process will be a contract between the City and the successful candidate under which the successful candidate will provide the information technology goods and services generally described in this RFP. It is the City’s intention to use the contract that is attached as Exhibit D, modified and filled in to reflect the RFP and the proposal. If a candidate objects to any of the contract, it should state the objections in its proposal.

Section 80. Trade Secrets and Confidentiality:
As a general rule, all submissions to the City are available to any member of the public. However, in the case of proposals made pursuant to the purchase of information technology goods and services (N.C.G.S § 143-129.8), the proposals are not subject to public inspection until a contract is awarded. For other materials that qualify pursuant in this section, the City will take reasonable steps to keep trade secrets confidential.

Definitions:
In this section (Trade Secrets and Confidentiality) –

The term “candidate” includes the candidate as contractor (that is, after it is a party to a contract with the City).

The term “trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

The term “record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Durham in connection with the candidate’s proposal.

(a) Designation of Confidential Records. To the extent that the candidate wishes to maintain the confidentiality of trade secrets contained in materials provided to the City, the candidate shall prominently designate the material with the words “trade secrets” at the time of its initial disclosure to the City. The candidate shall not designate any material provided to the City as
trade secrets unless the candidate has a reasonable and good-faith belief that the material contains a trade secret. When requested by the City, the candidate shall promptly disclose to the City the candidate’s reasoning for designating material as trade secrets; the candidate may need to label parts of that reasoning as trade secrets. In providing materials to the City, the candidate shall make reasonable efforts to separate those designated as trade secrets from those not so designated, both to facilitate the City’s use of the materials and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a trade secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only trade secret information on a page and nothing else on that page.

To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated “trade secrets” in accordance with this section. Whenever the candidate ceases to have a good-faith belief that a particular record contains a trade secret, it shall promptly notify the City.

(b) Request by Public for Access to Record. When any person requests the City to provide access to a record designated as a trade secret in accordance with subsection (a) above, the City may

1) decline the request for access,
2) notify the candidate of the request and that the City has provided, or intends to provide, the person access to the record because applicable law requires that the access be granted, or
3) notify the candidate of the request and that the City intends to decline the request.

Before declining the request, the City may require the candidate to give further assurances so that the City can be certain that the candidate will comply with subsection (c) below.

(c) Defense of City. If the City declines the request for access to a record designated as trade secrets in accordance with subsection (a), then, in consideration of the promises in (b) above and for considering the candidate’s proposal, the candidate agrees that it shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of the City’s non-disclosure of the records. In providing that defense, the candidate shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney.

Definitions. As used in this subsection (c), “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys’ fees, and interest. Indemnitees means the City, and officers, officials, independent contractors, agents, and employees, of the City. “Indemnitees” does not include the candidate. The City may require the candidate to provide proof of the candidate’s ability to pay the amounts that may reasonably be expected to become monetary obligations of the candidate pursuant to this section. If the candidate fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any person (including the City itself) to be placed in substantial risk of imprisonment, of being found by a court to be in contempt, or of being in violation of a court order. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the candidate.
Section 85. Reserved:

Section 90. Reserved:

Section 100. Insurance:
The selected Contractor agrees to maintain, at its sole expense, at all times during the life of this Contract the following applicable coverage’s 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.

(a) Commercial General Liability – Combined single limit of no less than $1,000,000 each occurrence and $2,000,000 general aggregate, to include coverage related to Product/Completed Operations, Contractual Liability or Cross Liability

(b) Automobile Liability – Limits of no less than $1,000,000 Combined Single Limit. Coverage per accident 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 City of Durham site.

(c) 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 Durham 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.

(d) Worker’s Compensation & Employers Liability – Contractor agrees to maintain Worker’s Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than $1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

(e) Additional Insured – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability on a primary basis. The Additional Insured shall read ‘City of Durham as its interest may appear’.

(f) Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage’s, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day notice of cancellation, 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 Durham
Attn: Thomas Leathers
Transportation Department
(g) All insurance companies must be authorized to do business in North Carolina with a Best rating A-VIII or higher.

Section 110. Discretion of the City:
A. The City of Durham reserves the right to reject any or all proposals.

B. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the contrary provision refers specifically to this provision, the City reserves the right to negotiate changes of any nature with any candidate with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it so long as any resulting alterations do not go beyond the scope of this RFP in any manner that (i) deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and (ii) would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion. This subparagraph B applies to the entire RFP, including the UBE portions.

C. Where the City asks or tells candidates to do stated things, such as that a proposal should follow a stated format or that the candidate should do stated things in seeking the contract, the City may reject a proposal because it does not comply with those requests, so the candidate is adding to its risk of rejection by non-compliance. Still, the City may, in its discretion, waive non-compliance. This subsection (C) does not limit subsections (A) and (B).

D. Of course, once a contract is signed, the parties to the contract may enforce the contract according to its terms as allowed by applicable law.

SCHEDULE

Section 120. Schedule:
This schedule is the City's best estimate of the schedule that will be followed. If a component of this schedule from the beginning to receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

- Advertisement Date of Request for Proposals (RFP): November 22, 2017
- Pre-Submittal Conference and Facility Tour: December 4, 2017 at 10:30am
- Deadline for Written Questions: December 8, 2017 at 5:00pm
- Addenda (if any) Issue Date: December 11, 2017
- Proposal Due Date: December 22, 2017
- Proposal Evaluation Committee to complete its evaluation, 20 days after previous step.
- Finalist Demonstrations and Interviews: January 25, 2018
- Proposal Evaluation Committee to complete its final evaluation, 5 days after previous step
- City Council authorizes the City Manager to sign the contract, 30 days after previous step
- City Manager and successful candidate sign contract, 10 days after previous step
- Notice to Proceed, 5 days after previous step (anticipated March 2018)
Section 130. Keeping Proposals Open:
All proposals will remain open and valid for the City to accept for a period of 120 days after the deadline for submission of proposals. The Project Manager may release candidates from this obligation by a written letter that specifically refers to this paragraph if he or she determines that the candidate and/or the proposal will not meet the City’s needs.

Section 140. Deadline to Submit Proposals:
Candidates should see that their proposals are received at the following address by 3:00pm on December 22, 2017. The proposals should be addressed to:

Thomas Leathers, Division Administrator
City of Durham Transportation Department
101 City Hall Plaza, Suite 4200
Durham, NC  27701

GETTING MORE INFORMATION ON THE PROJECT AND RFP PROCESS

Section 150. Questions:
Questions about the RFP and the RFP process should be submitted to the project manager identified at the beginning of this RFP.

Section 160. Pre-submittal conferences:
The City will conduct a pre-submittal conference on December 4, 2017 at 10:30am in the Audit Services Conference Room, located on the first floor of City Hall at 101 City Hall Plaza, Durham, N.C. 27701. Attendees should already be familiar with this RFP. Attendance is strongly recommended and the City may consider attendance in deciding on the award of the contract.

Section 170. Updates and revisions to RFP:
If you have supplied the Project Manager with your preferred method of contact (email, fax, etc.), updates to this RFP (“addendums” or “addenda”) will be sent to you in that manner. This RFP and addendums are normally posted on the City’s website, on the Purchasing Division’s webpage. Check that webpage to see that you have received all addenda.

EVALUATION CRITERIA

Section 180. Evaluation Criteria:
If an award is made, it is expected that the City’s award will be to the candidate that submits the best overall proposal as determined by the City. A number of relevant matters will be considered, including qualifications and cost. The Evaluation Criteria are intended to be used to make a recommendation to the entity or person (the City Manager or the City Council) who will award the contract, but who is not bound to use these criteria or to award on the basis of the recommendation. The City reserves the right to change the criteria and to otherwise vary from this procedure as it determines to be in the City’s interest.

Firms interested in responding to this RFP must provide all information as requested in this Request for Proposal. For consideration, all proposals should be as responsive as possible to the solicitation. Additional materials in other formats or pages beyond the stated page limit(s) may not be considered. The City may reject as non-responsive at its sole discretion any proposal or any part thereof, which is
incomplete, inadequate in its response, or departs in any substantive way from the required format. In order to adequately evaluate the proposals, all Proposers should use the following format:

Section 190. Understanding of the Project— 50 points
Proposals will be evaluated against the questions set out below.
(a) How well has the candidate demonstrated a thorough understanding of the purpose and scope of the project?
(b) How well has the candidate identified issues and potential problems related to the project?
(c) How well has the candidate demonstrated that it understands the deliverables the City expects it to provide?
(d) How well has the candidate demonstrated that it understands the City’s schedule and can meet it?
(e) Adherence to the City’s UBE program.

Section 200. Methodology Used for the Project— 100 points
Proposals will be evaluated against the questions set out below.
(a) How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
(b) How well does the methodology match and contribute to achieving the objectives set out in the RFP?
(c) How well does the methodology interface with the schedule in the RFP?

Section 210. Management Plan for the Project— 400 points
Proposals will be evaluated against the questions set out below.
(a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
(b) How well is accountability completely and clearly defined?
(c) Is the organization of the project team clear?
(d) How well does the management plan illustrate the lines of authority and communication?
(e) To what extent does the candidate already have the hardware, equipment, and licenses necessary to perform the contract?
(f) Does it appear that the candidate can meet the schedule set out in the RFP?
(g) Has the candidate offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
(h) Is the proposal practical, feasible, and within budget?
(i) How well have potential problems been identified?
(j) Is the proposal responsive to all material requirements in the RFP?
(k) Location of Spare Parts Inventory – 25 points
(l) Location of Maintenance Technicians – 25 points
(m) Training Program – 50 points
(n) Core reporting – 50 points
(o) Proposed Installation Plan – 75 points

Section 220. Experience and Qualifications— 150 points
Proposers shall provide a concise description of their work experiences as it relates to the scope of work outlined herein. Said description should include, but not be limited to:
(a) Proposer’s established experience record in providing comparable services, to include a description of the Proposer’s company history and current operating characteristics to
include the number of years in business, philosophy, ownership, number of employees, organizational chart, annual sales, geographic coverage, etc.

(b) Number of years the Proposer has been providing these types of services;
(c) A minimum of five (5) references for which the Proposer has provided services comparable to those described in this RFP. For each reference, detail:
   i. Name of firm;
   ii. Address of firm;
   iii. Name, title, e-mail address, phone, and fax of a contact for the firm;
   iv. Number of years Offeror has served the firm; and
   v. Brief summary of scope of services provided.
   vi. If Offeror is not licensed a Licensed Contractor in the State of North Carolina, the Contractor shall provide information regarding Sub-Contractor who will be performing installation work (Sub-Contractor must be licensed Contractor in State of North Carolina)

Additional questions regarding the personnel.
   (a) Do the individuals assigned to the project have experience on similar projects?
   (b) Are resumes complete and do they demonstrate backgrounds that are desirable for individuals engaged in the work the project requires?
   (c) How extensive are the applicable education and experience of the personnel designated to work on the project?
   (d) How knowledgeable are the candidate's personnel of the local area and how many individuals have worked in the area previously?

Additional questions regarding the candidate firm:
   (a) How well has the candidate demonstrated experience in completing similar projects on time and within budget?
   (b) How successful is the general history of the candidate regarding timely and successful completion of projects?
   (c) Has the candidate provided letters of reference from clients?
   (d) How reasonable are the candidate's cost estimates?
   (e) If subcontractors will perform work on the contract, how well do they measure up to the evaluation used for the candidate?

Section 230. Technical Specifications/Requirements – 200 points:
Proposers should ensure that its Contractor-Hosted, Web-based, Parking Access and Revenue Control System and all associated back office software platforms meet the requirements as set forth in the Scope of Work found in Exhibit A.

Section 240. Cost— 100 points:
The lowest cost proposal will receive the maximum number of points allocated to cost. Cost is one of a number of factors, so a candidate with the lowest cost cannot count on being selected.

CONTENTS OF PROPOSAL

Section 250. Contents of Proposal.
Proposers interested in responding to this RFP must provide all information as requested in this Request for Proposal. For consideration, all proposals should be as responsive as possible to the solicitation. In an effort to adequately evaluate proposal submissions, the Offerors should use the following format.
1. **Cover Letter**

The proposal should contain a cover letter, signed by a principal of the candidate. The cover letter may be two pages and will not count towards the overall page limit. The cover letter should contain the following statements and information.

i. **Statement 1.** The undersigned, whose title and position with the candidate are stated next to or beneath his or her signature, has the authority to submit this proposal (including this cover letter) on behalf of the candidate in response to the City of Durham’s Request for Proposals.

ii. **Statement 2.** Unless otherwise clearly stated in this response to the RFP, our proposal accepts the terms and conditions stated in the RFP, including the description of services to be performed and the provisions of the contract to be signed.

iii. **Statement 3.** This submittal is not an offer, and the candidate retains the right to decline to enter into a contract with the City for this project.

iv. **Statement 4.** The cover letter should contain one of the following two paragraphs A or B. If (i) the cover letter lacks both paragraph A and paragraph B, or (ii) the cover letter contains paragraph A but fails to comply with the instructions in the section of the RFQ titled “Trade Secrets and Confidentiality,” the City may treat everything it receives from the candidate as not trade secret or confidential, and the City may disclose to the public everything it receives from the candidate.
   
   a. With respect to all trade secrets that the candidate may submit to the City in connection with this proposal or the contract, if the contract is awarded to the candidate, the candidate shall comply with the section of the RFQ titled “Trade Secrets and Confidentiality,” including all of its subsections, including the subsection titled “Defense of City.” The candidate acknowledges that the City will rely on the preceding sentence.
   
   -or-

   b. The candidate is not submitting any trade secrets to the City in connection with this proposal or the contract; if the contract is awarded to the candidate, the candidate will not submit any trade secrets to the City in connection with this proposal or the contract. The candidate acknowledges that the City will rely on the preceding sentence.

v. **Contact information.** Include the candidate’s name and address, and the contact information (name, mailing address, e-mail address, fax number, and telephone number) of the person whom the City should contact regarding the proposal.

vi. **Legal Status of the Candidate and Signers.** State the full, exact name of the candidate. State whether the candidate is an individual, corporation, limited partnership, general partnership, limited liability company, professional corporation, professional association, etc. If it is anything other than an individual or a general partnership, specify the State under which the entity is organized. If the State under which the entity is organized is not North Carolina, specify whether the candidate has received a certificate of authority from the N. C. Secretary of State to transact business in North Carolina. State whether the entity is in existence at the time the proposal is submitted, and if not, whether and when the candidate intends to officially form the entity. State the names and titles of the individuals who will sign the contract with the City.

vii. **Conflict of Interest.** If the candidate has any grounds to believe there could be a conflict of interest, such as that a City employee who is involved in awarding the contract has a connection with the candidate, please explain.
viii. Addendums. The cover letter should list the last addendum that the City issues for this RFQ, with the following statement, “The undersigned candidate has read all the addendums issued by the City for this RFQ, through and including Addendum No. ____.” In that blank the candidate should list the number of the last addendum read.

2. Qualifications, References, and Licenses.
   Proposer shall provide a description of the qualifications, certifications, and abilities of the organization and personnel who shall be responsible for performance of the services in projects of a similar nature. Such description shall, at a minimum, include the following:
   a. Provide an organizational chart which clearly identifies the key members of the project team. Subconsultants should be included. Specifically identify the individual(s) who will likely serve as project manager(s).
   b. Provide one page resumes for all staff included on the organizational chart. Provide the following information on each resume. Resumes will not be counted towards the page limit.
      i. Name and title;
      ii. Firm;
      iii. Address;
      iv. Phone number;
      v. E-mail address;
      vi. Role in and name of similar past projects;
      vii. Project responsibilities; and
      viii. Name of employing company for past projects listed if different from current firm.
   c. Describe any previous collaboration(s) between key team members, the responsibilities of each team member during these collaborations, and the project(s) outcome. Cite any significant achievements reached as a result of this collaboration. Discuss the successes of the team collaboration, any design or constructability related problems encountered, and methods used to mitigate issues. Describe and number collaborations between staff in the same firm, and collaborations between firms.
   d. A description of the Proposer’s financial stability and other resources that most adequately ensures the delivery of acceptable services to the City. The Proposer shall indicate the type of organization they represent, i.e. individual, partnership or corporation. If the Offeror represents a corporation or partnership, the names of the President, Vice-President, Secretary, Treasurer and all principals or partners shall be listed. The Proposer should provide financial statements – i.e. audited annual financial reports, for the previous three (3) years.
   e. List the candidate’s current licenses that are pertinent to this project.
      i. The City may reject proposals from any candidate that does not hold licenses required by North Carolina laws to perform the contemplated work.

3. Experience
   Proposers shall provide a concise description of their work experiences as it relates to the scope of work outlined herein. List a minimum of five (5) relevant, similar projects, either currently in progress or having been completed in the past five (5) years, including any projects within North Carolina, containing work demonstrating the skills and abilities of the key team members, as follows:
a. List only projects involving the key team members or subcontractors proposed for this Project.

b. List projects in date order with newest projects listed first and include the following:
   i. Brief project description;
   ii. Dates and times the project services were performed;
   iii. Owner’s representative having knowledge of the firm’s work, include the contact name, phone, e-mail, address;
   iv. Provide the initial award of contract amount, the final contract amount (include any and all change orders) and the total time period to complete the work. Please note whether contract work was completed on time and/or within budget.
   v. Name of key team member(s) involved; including any changes to the project team and/or key team member(s) after project initiation, and if the key team member(s) completed the project. Include the project’s current status if it is not yet completed. If experience for a key team member is listed from a previous employer, fully disclose with what firm the work was performed.

c. Provide evidence that the ability to provide on-site emergency service and repair within a maximum of two (2) hours from notification, 24 hours/day and 7 days a week.

d. Provide evidence of status as an authorized manufacturer’s representative for the equipment it is proposing to supply under this contract. Proposer must also show proof that it maintains local authorized factory trained service personnel who will be available to provide installation and service support for this contract as required.

e. All Contractor personnel shall be fully qualified and trained. Provide the names, qualifications, and experience of personnel proposed for this project. Resumes of staff to be assigned to the project may be used.

f. Proposers shall submit a list of sub-contractors and the local distributor, identifying the nature of work that shall be performed pursuant to this contract and their qualifications.

4. Technical Specifications/Requirements

Proposers should ensure that its Contractor-Hosted, Web-based, Parking Access and Revenue Control System and all associated back office software platforms meet the requirements as set forth in the Scope of Work found in Exhibit A.

The technical specifications section shall include the specific specifications of the equipment proposed for the City of Durham implementation. This includes, but is not limited to: entrance lane equipment, express exit lane equipment, cashier terminal, barrier gates, inductive loops, cloud-based operating system, cloud-based back office software, credit card processing, alarms, status reporting, enforcement compatibility with existing enforcement software, audit capability, Mobile License Plate Recognition equipment, AVI equipment, pay-on-foot stations, integration with Parkeon Strada BNA equipment, online customer portals and special event reservation system, integration with parking wayfinding and availability software platforms, etc. Please be as specific as you can with the PARCS equipment specifications so that the City of Durham can understand the full capabilities of the Offeror’s system.
5. **Approach and Schedule for implementing the desired PARCS Technology**
   The approach and schedule should define how the Offeror intends to implement the system, from selection through ongoing maintenance and operations. The approach should include, at a minimum:
   
   A. Implementation schedule – milestones from contract signing through delivery, installation, initial operability and ongoing maintenance.
   B. Installation steps – responsible parties and specific installation steps for proposed equipment.
   C. Operations and Maintenance – ongoing maintenance, life expectancy, process for receiving replacement parts, location of replacement facility, typical parts delivery schedule.
   D. Software and Management – backend software, reporting capabilities, ongoing management functionality, ability to remotely manage, access, and modify programming, etc.
   E. Warranty Options and Information – provide warranty information for years one, two and three, and the options for extended warranties through year seven. Please provide warranty language.
   F. Testing Plan – proposed Test Strips for testing of equipment/system once installed. Test Plan shall include:
      i. Individual device testing
      ii. Operational Demonstration Testing of entire system
   G. Training Plan – plans for providing training for operation, programming, maintenance, testing, parts replacement, management and back end software, wireless communication.
   H. Credit Card Processing – methods and approach to handle the credit card processing component of the ongoing operations.
   I. Marketing and education – plan for assisting the City of Durham with initial marketing, education, and rollout of the new equipment.
   J. Assumptions regarding City of Durham Actions and Participation - If your proposal assumes that the City will take certain actions, provide facilities, or do anything else; you should state these assumptions explicitly.

6. **Approaches to innovation and uniqueness**
   Please provide a description of innovative or unique features, specific to the proposed equipment or implementation approach, which set the Offeror’s proposal apart from the other prospective offerings. This could include, but is not limited to add-on features, online customer portals, online special event reservations, unique interface components, advertising or marketing ability, etc.

7. **Cost**
   Total cost to the City of Durham including fees initially collected for implementation and collected for ongoing maintenance and operations by the Proposer.

**Section 260. Equal Business Opportunity Program (EBOP):**

A. It is the policy of the City to provide equal opportunities for City contracting for underutilized firms owned by minorities and women doing business in the City’s Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to
correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all professional services categories.

B. **The goals are 0%Minority/UBE and 0%Women/UBE.** In accordance with the Ordinance, all proposers are required to provide information requested in the Professional Services Forms package included with this request (Exhibit __). Proposals that do not contain the appropriate, completed Professional Services Forms may be deemed non-responsive and ineligible for consideration. The UBE Participation Documentation, the Employee Breakdown and, the Letter of Intent to Perform as a Sub-consultant documents are required of all proposers. In lieu of the Employee Breakdown, contractors may submit a copy of the current EEO-1 form (corporate basis). The Request to Change UBE Participation and “UBE Goals Not Met/Documentation of Good Faith Efforts” forms are not applicable at this time.

C. The Department of Equal Opportunity/Equity Assurance is responsible for the Equal Business Opportunity Program. All questions about Professional Services Forms should be referred to Deborah Giles or other department staff at (919) 560-4180.

**Section 270. Reserved:**

**Section 280. Conflict of Interest:**
If the Offeror has any grounds to believe there could be a conflict of interest, such as that a City employee who is involved in awarding the contract has a connection with the candidate, please explain.

**Section 290. Non-collusion.**
Sign the following and include it with your response:

**NON-COLLUSION AFFIDAVIT**

By executing this proposal, I certify that this proposal is submitted to the City of Durham competitively and without collusion. I am authorized to represent the candidate both in submitting this bid and in making this Non-collusion Affidavit. To the best of my knowledge and belief, (1) the candidate has not violated N. C. General Statute section 133-24 in connection with the proposal, (2) the candidate has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with its proposal, and (3) the candidate intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. The neuter includes the masculine and the feminine. The candidate to which this Non-Collusion Affidavit refers is:

________________________________________________________.

(insert name of candidate)

____________________________________________

(signature of individual)

**ACKNOWLEDGMENT**

Type or print name of the individual who signed the affidavit:

__________________________________________________________________________.

Type or print the name of Notary Public signing this acknowledgment:
HOW TO SUBMIT A PROPOSAL

Section 300. How to submit a proposal.
Candidates should submit their proposals in a sealed envelope. The envelope should be addressed for
delivery to the Project Manager at the address shown in the “Project Manager and Contact with City”
section at the beginning of this RFP.

Write the following prominently on the outside of the envelope: 2017 Off-Street Parking Access and
Revenue Control System.

Proposals are to be received no later than 3:00pm on December 22, 2017. Proposals should not be
made by email or fax.

Section 310. Format:
The written proposal shall be signed by an individual authorized to bind the Proposer. The proposal
shall provide the name, title, address, and telephone number of individuals with authority to
contractually bind the company and who may be contacted during the period of the contract. All fees
quoted in the proposal shall be firm and fixed for the full trial period and any extension. Failure to
follow this format could render the submittal as non-compliant and subject to rejection.

The proposal shall contain the following:

A. Cover page (excluded from the 50 double-sided page limit)

B. Letter of Transmittal (2 double-sided pages, excluded from the 50 double-sided page limit)
Proposer shall provide a one-page Letter of Transmittal that is signed by an individual
authorized to bind the Offeror. The Letter of Transmittal shall include the name of the
Proposer, contact person, title, address, telephone number, facsimile number, and e-mail
address of the individual with authority to contractually bind the company and who may be contacted during the period of the contract.

C. Table of Contents (excluded from the 50 double-sided page limit)

D. Proposal (50 double-sided pages)

E. Technical Specifications
   The technical specifications section shall include the specific specifications of the equipment proposed for the City of Durham implementation. This includes, but is not limited to: entrance lane equipment, express exit lane equipment, cashier terminal, barrier gates, inductive loops, cloud-based operating system, cloud-based back office software, credit card processing, alarms, status reporting, enforcement compatibility with existing enforcement software, audit capability, Mobile License Plate Recognition equipment, AVI equipment, pay-on-foot stations, integration with Parkeon Strada BNA equipment, etc. Please be as specific as you can with the PARCS equipment specifications so that the City of Durham can understand the full capabilities of the Offeror’s system.

F. Approach and Schedule for implementing the desired PARCS technology
   The approach and schedule should define how the Offeror intends to implement the system, from selection through ongoing maintenance and operations. The approach should include, at a minimum:
   (a) Implementation schedule – milestones from contract signing through delivery, installation, initial operability and ongoing maintenance.
   (b) Installation steps – responsible parties and specific installation steps for proposed equipment.
   (c) Operations and Maintenance – ongoing maintenance, life expectancy, process for receiving replacement parts, location of replacement facility, typical parts delivery schedule.
   (d) Software and Management – backend software, reporting capabilities, ongoing management functionality, ability to remotely manage, access, and modify programming, etc.
   (e) Warranty Options and Information – provide warranty information for years one, two and three, and the options for extended warranties through year seven. Please provide warranty language.
   (f) Testing Plan – proposed Test Strips for testing of equipment/system once installed. Test Plan shall include:
      i. Individual device testing
      ii. Operational Demonstration Testing of entire system
   (g) Training Plan – plans for providing training for operation, programming, maintenance, testing, parts replacement, management and back end software, wireless communication.
   (h) Credit Card Processing – methods and approach to handle the credit card processing component of the ongoing operations.
   (i) Marketing and education – plan for assisting the City of Durham with initial marketing, education, and rollout of the new equipment.

G. Approaches to innovation and uniqueness
Please provide a description of innovative or unique features, specific to the proposed equipment or implementation approach, which set the Offeror’s proposal apart from the other prospective offerings. This could include, but is not limited to add-on features, online customer portals, online special event reservations, unique interface components, advertising or marketing ability, etc.

H. Cost
Total cost to the City of Durham including fees initially collected for implementation and collected for ongoing maintenance and operations by the Proposer.

Please describe the costs associated with implementation, ongoing operations and maintenance, credit card processing fees, service call fees, replacement parts, add-on features, etc. Please be as specific as possible and provide all known costs associated with the implementation, operation, and maintenance of the PARCS, inclusive of any monthly service fees. Please fill in the cost estimation worksheet as completely as possible related to the proposed equipment and implementation approach.

I. Product brochures – include as an appendix, excluded from previous page limitations.

Section 320. Alternative Proposals:
If you wish to submit a proposal that does not comply with the City’s standards and expectations, consider submitting two proposals: a proposal that complies, plus a proposal that does not comply, so that your “non-compliant” version can be considered as an alternative if the City is interested. This will allow your compliant version to be considered if the City remains steadfast on applying the standards and expectations.

Section 330. Candidate to Bear Expense; No Claims against City:
No candidate will have any claims or rights against the City arising out of the participation by a candidate in the proposal process. No candidate will have any claims or rights against the City for the City’s failure to award a contract to it or for awarding a contract to another person, firm, or corporation, regardless of whether the other person, firm, or corporation participated in the RFP process or did not submit a proposal that complied with the RFP. A notice of award will not constitute acceptance by the City; the City’s only method of acceptance is the City’s execution of a formal contract in accordance with law.

Section 340. State Treasurer’s lists regarding Iran and Boycott of Israel:
If the candidate or the City signs the contract on October 1, 2017 or afterwards, and the value of the contract is $1,000 or more, the following applies unless the candidate otherwise states in its proposal: the candidate affirms (by submitting a proposal) that (1) its name does not appear on the list of companies that are engaged in a boycott of Israel developed by the N. C. State Treasurer under N.C.G.S. 147-86.81(a)(1) or on a list created by the Treasurer pursuant to N.C.G.S. 147-86.58 as a company engaging in investment activities in Iran, and (2) it has no reason to expect that its name will appear on either of those lists. Take notice that a contract between a company named on either list and the City may be void.

Section 350. Notice under the Americans with Disabilities Act:
A person with a disability may receive an auxiliary aid or service to effectively participate in city government activities by contacting the ADA Coordinator, voice (919) 560-4197, fax 560-4196, TTY (919)
560-1200, HYPERLINK "http://codinet/services/COD Forms/v%22 ADA@durhamnc.gov"1, as soon as possible but no later than 48 hours before the event or deadline date.

Aviso bajo el Acto de Americanos Discapacitados – Una persona con una discapacidad puede recibir asistencia o servicio auxiliar para participar efectivamente en actividades del gobierno de la ciudad con ponerse en contacto con el Coordinador de ADA, buzón de voz (919) 560-4197, fax (919) 560-4196, TTY (919) 560-1200, o ADA@durhamnc.gov, lo más antes posible pero no menos de 48 horas antes del evento o fecha indicada.

**Section 360. Values of City of Durham regarding Treatment of Employees of Contractors**

A. **Statement of City EEO Policy.**

   The City of Durham opposes discrimination in employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Therefore, it desires that firms doing business with the City:

   1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

   2. Take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. This action includes employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

   3. State, in solicitations or advertisement for employees, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

   4. Include this Statement of City EEO Policy in every purchase order for goods to be used in performing City contracts and in every subcontract related to City contracts.

B. **Livable Wage.**

   The City of Durham desires that firms doing business with the City pay their workers an hourly wage while working on City contracts such that, if annualized, a person working 40 hours per week will earn enough money to support a family of four above the poverty level, as poverty is defined by the United States Census Bureau. As of July 1, 2017, that wage is $14.15 per hour. That wage is adjusted annually, and the wage as adjusted will be posted on the City’s Purchasing Division web page. The City’s desire is that firms pay the wage as adjusted from time to time.
EXHIBIT A
SCOPE OF WORK
General Technical Specifications:

The City of Durham is issuing this request for proposals for the procurement of a Vendor-Hosted, Scalable Cloud-Based Integrated PARCS for all Off-Street parking garages owned and operated by the City. 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 PARCS 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.

The City may be interested in implementing the same system in the future parking garage. The new system will replace the existing Enterprise Facility Management System (EFMS) provided, installed, and maintained by 3M Company and its local distributor. The proposers will be required to integrate equipment communication systems and use one back-end management system, as defined in the following specifications. The Work of this Section shall include furnishing all material, equipment, labor, and supervision to install in place a fully operating Parking Access and Revenue Control System (PARCS) as specified herein. Included will be the supply, delivery, unloading, setting, anchoring, electrical and control wiring installation, electrical and control wiring termination, start up and testing the system, and all associated equipment. Also included shall be on-site training for City staff as described further in this RFP.

All Proposers are strongly advised to inspect the parking facilities to ensure that there are adequate conduit runs and loops for their proposed equipment and system. If additional conduit runs and loops are required, an itemized listing of the additional conduit runs and loops must be included with the proposal along with a fixed price quote for installation.

The PARCS shall have the following requirements and features.

1. The PARCS shall include all hardware, software, licenses, installation, training and support services shall be provided for the five parking garages previously discussed. The proposer shall be responsible for identifying existing and needed infrastructure, locating existing and future equipment, PARCS design, installation, power and communication cables, connection, termination, commissioning, training and all related elements to provide a fully operational PARCS system.

2. In the proposal response, include a list of equipment and related hardware, software, licenses, infrastructure and all related items for each lane and in each garage. If Pay-On-Foot (POF) machines are proposed, provide a list with proposed locations and number of machines at each location. Offerors should include an optional plan to utilize the Parkeon Strada BNA paystations as Pay-On-Foot (POF) stations in its proposal to address gated and gateless operating environments.

3. The PARCS shall offer integrated License Plate Recognition (LPR) capture and mobile LPR, data storage and fee calculator.
4. The proposer shall host the system and provide all needed infrastructure, servers, equipment, communication network, and other elements, at proposer’s site and at City’s parking facilities and parking management office, to provide an operational parking system. The system will not reside on City’s network.

5. The PARCS system shall be remotely managed using a fiber optics, Ethernet, or other communication systems that are acceptable to the City.

6. The PARCS shall offer a flexible cashiered and cashier-less fee collection system.

7. The PARCS shall be able to operate in the following modes (for all facilities):
   a. Pay at exit – Standard mode
   b. Pay on entry – Special event mode
   c. Pay on foot – Standard mode
   d. Pre-Pay – Standard and special event mode
   e. Gated environment
   f. Gateless environment
   g. Other modes suggested by the PARCS proposer

8. The PARCS shall offer leading edge parking solutions for the following users and/or type of parking:
   a. Transient parkers - with and without validation
   b. Monthly parkers
   c. Downtown residential parking
   d. Special lease holders parking
   e. Special event parking
   f. Hotel valet parking customers

9. The PARCS shall offer as many vehicular entry options as possible that are suitable and applicable to the parking users and type of parking. The vehicular entry should offer the following options but not limited to:
   a. Ticket-less options including:
      i. Using Automatic License Plate Recognition (ALPR) only
      ii. Using LPR and phone number
      iii. Using LPR and driver’s license number
      iv. Other ticket-less options
   b. Pulling a paper ticket
   c. Access and self-service transaction processing using Credit Card In & Out (CCIO); Automated Vehicle Identification (AVI) transponders, proximity card readers and bar code/QR code readers, etc.
   d. Frequent parker program using Automatic Vehicle Identification (AVI)
   e. Frequent parker program using smart phone/cellular technology
   f. Frequent parker program using geo-fence

10. Other vehicular entry options offered by the proposers.
11. The system shall provide the City to sell weekly, monthly, seasonal, yearly, and special event passes using parkers’ license plate numbers. These passes may be sold on a prepayment or post-payment basis.

12. The system shall track and identify vehicles (with or without license plate numbers) that remain in the parking garages or facilities after the garages or facilities are closed.

13. The system shall provide the City and parking management staff to remotely access (via internet) all functions and data. The City and parking management staff will use desktop computers, laptop computers, tablets, and smart phones to access the PARCS.

14. The system shall offer smart phone parking applications that may be used for parking reservations, prepayment, ingress/egress, and payment onsite.

15. The system shall eliminate or minimize open paper tickets. Therefore, the system shall track and generate electronic trails of each transaction and vehicular ingress and egress for management and audit purposes.

16. The proposer shall provide system security, upgrades, maintenance, and managing access controls. The City’s parking division manager shall control and manage access control rights. Segregation of duties should be an integral internal control, so that a single individual cannot have access to divert resources.

17. The City prefers “open IT architecture” and equipment agnostic approach that allows future scalability and flexibility.

18. The preferred PARCS shall minimize the number of physical devices to reduce operations and maintenance costs and reliance on hardware.

19. The preferred PARCS shall have hardware modules that are easily replaceable and/or repaired. The proposer shall provide spare hardware modules to the City. In case of failure or maintenance, the City staff shall replace those modules and send them to the proposer for repair or replacement.

20. The PARCS shall use leading edge hardware including ruggedized tablets and smart phones.

21. The hardware shall be vandal resistant and shall be designed and protected to properly function in Durham’s ambient environment. The hardware selection must consider the high number of tourists (or non-repeat customers) that will be using (and in some cases abusing) this system on a daily basis.

22. All field equipment and components shall be fully protected from the ambient environment. Operation of the equipment shall not be effected in any way by normal weather conditions experienced in Durham. At a minimum, operation of the equipment shall not be effected in any way by the conditions listed below:

   a. Ambient Temperatures: -10°F to 140°F (with addition of solar loading)

   b. Humidity: 0% to 98% (non-condensing)
c. Rain: Blowing Rain & Snow with 120 mph Gusts

d. Dust: Blowing dust and fine particles

23. PARCS software shall be user-friendly and dashboard based. The system shall be designed to provide various standard and custom dashboards for appropriate uses and data manipulations across new as well as existing platforms.

24. The PARCS software shall provide City staff, at various levels of access rights, to generate and format custom reports. Below are the minimum revenue reports required for the new PARC system. The PARC system must be able to generate/query reports which can be set by the management users. Please include samples and/or screen shots of all reports in Proposals.

a. Daily Revenue Report including revenue type by location

b. Transaction Report including revenue type by location

c. Revenue Alarm Report

d. Outstanding Ticket Report 0-29 days, 30-44 days, 45-89 days, 90-110 days, 111-1095 days, and 1096+ days.

e. Daily device revenue report including revenue type

f. Daily lane report

g. Active access card holder report by location

h. Card transaction report by date

i. Credit card report
   i. By Credit Card type
   ii. By Facility
   iii. By Device

j. Validation report

k. Non resettable totals
   i. Cash report
   ii. Transaction report
   iii. Validation report

l. Count statistics report

m. Duration of stay report with ability to breakdown by 30-minute increments

n. Entry/exit report by facility and parker type

o. Parking Fee Report

p. General Totals Report

q. Detailed activity reports on sales inventory, and statistical data by parker type

r. Ticket tracking

s. Reconciliation

t. End of month closing

u. Accounts receivable

v. Revenue

w. Aging

x. Daily payments by device
   i. Number of transactions
   ii. Dollar amount, cash and credit

y. Entries (Ticket, card access, and total vends) by facility, by lane

z. Exits (Ticket, automated exits, card access and total vends) by facility, by lane

aa. Total Exits by facility, by lane

bb. Card Reader Vends by facility, by lane
25. The system shall offer ease of programming changes, now and in future, related to parking management, operations, and types of users. All programming shall be performed by the selected proposer.

26. The system shall offer dynamic pricing structure that can be changed on an as-needed basis.

27. The City and parking management staff shall remotely adjust parking pricing structures.

28. The system shall log and track rate changes and major activities so that audit reports can show when and by whom changes were made.

29. The system shall add future Off-Street parking facilities (structured parking or surface lots) and offer all PARCS features and services at the new facilities.

30. The payment system must be PCI-DSS, MasterCard, and Visa (EMV) compliant. The payment system shall also stay compliant with future PCI-DSS changes and the proposer shall provide this assurance in writing.

31. The City requires that credit card readers be capable of reading mag stripe products; and the City will require integration infrastructure for NFC cards and EMV smart card with chip and pin technology.

32. Under no circumstances, except acts of nature, the PARCS shall be down without the ability of allowing parkers to enter and exit the parking garages/facilities and collecting parking revenues. In the event of losing entry/exit and/or revenue collection capabilities, the proposer shall reimburse the City loss of revenue for the days and nights while the system was down. The amount of parking revenues lost will be determined by the City based on the average collected revenue over the past three years for the same days and nights.

33. The system shall include a robust alarm management system. Alarms with visual graphics and appropriate messages shall be provided on computer screens, tablets, and smart phones about all system/equipment failures and customer related issues.

34. After issues are addressed or fixed, alarms should be remotely reset.

35. All equipment shall generate real-time alarms and status reports for maintenance needs, reporting by text messages, and/or e-mails to maintenance staff designated by the City.

36. The system shall provide remote management of entry/exit lane equipment including payment devices.

37. If ALPR is used, the system shall manage and recognize license plates on “white” and “black” lists. The system shall send an alarm when a license plate from “black” list is recognized.
38. The system shall track parking occupancy counts in the various parking areas and display vacancy counts in the back-office software platform.

39. The system shall issue, recognize, and track discount coupons that may be offered by the City to frequent parkers, at the parking web site or through smart applications.

40. The current On-Street parking citation management system will remain a separate system. At some point in the future, the City may choose to integrate the On-Street and Off-Street systems into one system. The Off-Street PARCS can integrate with the On-Street parking and citation management system as single system operating from the same PARCS.

41. Credit card types accepted by the PARCS shall include Visa, MasterCard, American Express, Discover, and preferably all major E-wallet systems including Apple-Pay, Samsung Pay and/or Google Wallet. During the implementation phase, the City will decide if one or both systems shall be installed.

42. All parking equipment shall be hardwired or wirelessly networked via cellular network and connected to the PARCS. Two-way communications shall be used to monitor equipment status, payments, and usage while also provide remote diagnostics and change settings remotely (e.g., pricing or out of service notifications). Alternative wireless communication solutions may be considered at the sole discretion of the City.

43. If a cellular network is used, the City requires a minimum of two (2) options for cellular communication providers.

44. Successful proposer shall have at least two (2) technicians on-site during installation of all PARCS and related equipment.

45. The proposer shall provide the complete installation of all hardware and software including site preparation, foundations, communication and power conduits and cables, and hard and soft connections.

46. The successful proposer shall test and initiate the system and other implementation measures before the City will start system acceptance tests.

47. The acceptance period will consist of a minimum of sixty (60) consecutive calendar days, twenty-four (24) hours per day, and will begin at 8:00 AM on the first workday following “go live” on the new System.

48. During the acceptance period, the System must remain fully operational, must operate without failure, must operate in conformance with the City's functional business requirements, and must operate with response times acceptable to the City.

49. If the System fails to meet any of the criteria above, the City shall notify the selected proposer of such failure and the acceptance period starts over at 8:00 AM on the first workday following the correction and completion of testing of the failure.

50. The City will notify the Contractor in writing of the acceptance of the System if:
a. The performance standard is attained for the duration of the acceptance period
b. All training has been completed
c. All documentation and other deliverables have been received
d. And other items which will be defined in detail during the contract negotiation phase

51. Unless approved in advance by the City, primary parking control and revenue control equipment including ticket issuing machines, barrier gates, payment terminals, card readers and lane controllers must be supplied by a single equipment manufacturer to assure quality control, reliability, uniform compatibility and one source service responsibility. Revenue control software may be provided by a secondary source so long as that software has been used, in its current configuration, with the parking control equipment for a minimum of five (5) years at similar parking facilities and under conditions acceptable to the Parking Consultant as proof of established and successful system interface.

52. Any fiber-optic data or fiber-optic voice communications installation shall be performed by technicians certified for fiber-optic installation.

53. All equipment shall be factory finished with proper priming and powder coat finish to suit the environment in which it is to be installed. Final color will be determined and selected by the City. All equipment enclosures shall be properly gasketed and sealed for weather tight integrity.

AUTOMATED PAY-ON-FOOT EQUIPMENT (POF)

Automated Payment Stations shall provide the following components and capabilities:

1. Proposers shall include its evaluation of utilizing Parkeon BNA Strada paystations as a POF solution in their proposal responses.

2. POF Stations will meet all ADA-AG installation and operating requirements.

3. POF Stations will accept payment by cash (notes), coin, credit card, debit card, QR barcode device, integrated chip & pin reader, and the future planned City of Durham prepaid parking cards.

4. Front access door with appropriate 5 point tamper-resistant locking system (each Automated Payment Station to be keyed differently and unique to this installation) and provide alarm contacts upon entry.

5. POF Cabinet shall be weather resistant to all climates and designed for the specific weather associated with Durham, NC. It is the Contractor’s responsibility to provide all climate and ambient control devices to maintain operating functionality during the worst of weather spectrums provided below:
   a. Ambient Temperatures: -10°F to 140°F
   b. Humidity: 0% to 98% (non-condensing)
   c. Rain: Blowing Rain & Snow with 120 mph Gusts
   d. Dust: Blowing dust and fine particles
6. POF Station will accept and recycle nickels, dimes, and quarters and dispense as required to the parker. All incoming coins will be first placed in the hoppers then to the coin vault within the station.

7. POF Station will accept notes and escrow One, Five, Ten and Twenty Dollar denominations in any sequence during the transaction. The note acceptor will reject from escrow all damaged notes and shall store all approved incoming notes into the vault.

8. POF Station shall dispense change in both coin and notes. An integral Note to Note dispenser will contain separate vaults for note storage and will dispense as change back when required. Each denomination will have separate vaults for reloading and real-time management.

9. POF Station shall accept validation coupons, chaser tickets, or other credential for partial or full payment of parking fee.

10. Exit Grace Period shall be programmable by parking facility. The Exit Grace Periods shall be programmable by entry ticket location, not by one general facility configuration.

11. Push-button VOIP intercom integrated into the face of the Pay Station.

12. Utilize visual instructions for parkers to understand the sequence of events to complete a payment transaction.

13. Issues audio voice annunciation instructions to compliment the visual instructions.

14. Intuitive parker interface monitor/screen with pictographs as necessary to assist the parker through the payment process.

15. Cancel button that allows a parker to cancel a transaction once a parking ticket has been inserted.

16. All static text shall be in English or other approved language with universal icons and graphics.

17. Parker interface capable of displaying two user-selective languages at a minimum, including English and Spanish.

18. Colors for the pay stations, all text, and graphics shall be configurable and approved by the City prior to manufacturing.

19. Integrated and on-line within the PARCS utilizing TCP/IP.

20. Utilizes single-slot technology for ticket and credit card insertion and reading.

21. Inserted credit cards shall be read in all four directions.

22. Illuminated ticket slot.
23. Capable of processing parking fee payments using multiple forms of payment, e.g., any combination of credit card payment, coupon, validation, and the future-planned City of Durham prepaid parking cards.

24. Barcode reader for reading coupons, tickets, and PDA electronic visual display integrated into the face of the Pay Station.

25. Capable of completing on-line, real-time credit card authorization as well as storing offline credit card transactions for uploaded upon re-establishment of communications.

26. Permit the City to change the grace time (the number of minutes between the time a ticket is paid and the time a driver exits with vehicle through exit lane).

27. Log when a cabinet has been opened or closed; password entry required to allow software access; date, time and user recorded in real-time on the Event Log.

28. Receipt generation - Upon successful payment, print a receipt that includes:
   a. City address
   b. City telephone number
   c. Receipt #/Transaction #
   d. Pay station identification number
   e. Time, date and lane in
   f. Time paid
   g. Length of stay
   h. Parking fee
   i. Total amount
   j. Validation Amount
   k. Method of payment
   l. Credit card type and last 4 digits of credit card #
   m. Amount paid
   n. Change Due
   o. The City shall have the option to change receipts for all transactions to be auto issue or by request. The configurable timeout function for receipt request shall be initially set for 20 seconds or until the next ticket is inserted.
   p. Receipt Stock Low alarm generated

29. As part of their Proposal Response, the Contractor shall submit shop drawings/cut sheets of proposed Automate Payment Stations.

**EXIT STATION (CREDIT CARD STATION)**

1. Automated Credit Card Exit Station (no cashier) shall be installed and will allow customers to pay by credit card or by the City’s prepaid parking card (future-planned).

2. Exit Station Cabinet shall be weather resistant to all climates and designed for the specific weather associated with Durham, NC. It is the Contractor’s responsibility to provide all climate
and ambient control devices to maintain operating functionality during the worst of weather spectrums provided below:

a. Ambient Temperatures: -10°F to 140°F  
b. Humidity: 0% to 98% (non-condensing)  
c. Rain: Blowing Rain & Snow with 120 mph Gusts  
d. Dust: Blowing dust and fine particles

3. The Exit Station shall be capable and programmed to perform automated processing of credit card exit transactions and pre-paid tickets. Both modes shall be active simultaneously.

4. The Exit Station shall include a two-line visual display capable of being programmed to automatically provide visual prompts at each step in the transaction process and for other likely events, such as insertion of the credit card before insertion of the ticket. Minimum character height for the display shall be 3/8 inch.

5. The Exit Station shall include a programmable/recordable voice annunciation capable of automatically delivering audible message prompts at each step in the transaction process or in response to likely deviations.

6. The Exit Station shall be equipped with a single slot for accepting credit cards.

7. The Exit Station shall be on-line with the central computer and/or credit card server.

**BARRIER GATES (GATED ENVIRONMENT)**

1. Barrier Gates shall be Underwriters Laboratory (UL)-Approved and labeled on the exterior of the cabinet.

2. Barrier Gate Cabinet color shall be determined by the City.

3. Barrier Gate shall display on the exterior of the cabinet a Model Plate indicating the manufacturers name, address, model number, serial number, main power supply, secondary power supply ratings, and amperage ratings.

4. The Barrier gate shall provide an effective to one-way vehicles in the entrance and exit lanes. The barrier arm shall retract quickly in a vertical plane on a command signal from the Entry Station - ticket dispenser, Exit Station, LPR/RFID Permit reader, card reader, or detector loop depending on location, and return to the lower position upon a signal from a detector ("closing loop") located beyond the gate arm. Electronic sensor switches or variable motor measurement is preferred over mechanical limit switches to control the up and down stopping points of the barrier gate arm.

5. Barrier Gates may be on-line to the central computer and shall be capable of responding to remote "Raise", "Lower", "Open Lane" and "Close Lane" commands through a network device from the central computer. A real-time status condition is required for all barrier gates.
6. Barrier Gates shall transmit status messages to the central computer to indicate "UP" and "DOWN" status and gate malfunction or alarm condition.

7. The Barrier Gate shall be installed and shall incorporate in one housing all necessary components for the functioning of the unit. The assembly shall operate in the environmental conditions of the installed location.
   a. Ambient Temperatures: -10ºF to 140ºF
   b. Humidity: 0% to 98% (non-condensing)
   c. Rain: Blowing Rain & Snow with 120 mph Gusts
   d. Dust: Blowing dust and fine particles

8. The unit shall include a 10’ (ft.) arm of reflective aluminum construction. The barrier arm shall be a breakaway design that can be easily be replaced when broken. The height of the gate arm shall be approximately 36 inches from drive level in the DOWN position. Provide and install articulating gate arms where required by low ceiling height.

9. Each Barrier Gate shall be installed with an audible alarm and a visual warning beacon to warn pedestrians of the moving gate arm.

10. The Barrier Gate shall remain in the up position so long as a presence is detected on the closing loop.

11. The Barrier Gate arm shall have a down strike safety feature. This feature provides that should any object be struck by the gate arm during its descent, the arm shall immediately reverse and return to the UP position without damage, and remain up from 2 to 60 seconds, until automatically reset by an internal variable control. The sensory function shall be initiated by sensing the internal mechanical action. The external mounting of tubes, wiring, and electrical devices on the gate arm shall not be acceptable.

12. The Barrier Gate arm shall return to the down position after a programmable period of time if vehicle passage through the gate is not completed and there is no vehicle presence on any detector loops in the lane.

13. If a Barrier Gate remains in the up position when there are no vehicles detected on the lane loops, the gate shall send an alarm signal to the central computer.

14. If an entry Barrier Gate remains in the up position for more than sixty (60) seconds without completing a vehicle entry sequence, the gate shall send an alarm signal to the central computer.

WIRELESS DATA AND MANAGEMENT SYSTEM CAPABILITIES

1. The system shall remotely communicate with all devices in real-time for a general broadcast of information or software update or communicate to a single device to upload information or software. Broadcasting information such as rate changes shall be in real-time to all field devices. The system shall include the functionality to remotely shutdown a field device’s operating system, upload updates, and remotely restart the field device.
2. System shall generate alarms for any user selectable event type. Alarm hierarchy shall be configurable so that the City can adjust priority of alarms, audible tones, where the alarms are sent, etc. Initial alarm hierarchy shall be coordinated with the City during implementation.

3. Management system shall be a web-based system accessible via desktop computer, laptop computer, or handheld wireless devices to authorized personnel. No additional software other than an internet browser shall be required for management to access and fully use the PARCS and its components. The proposer shall provide access to the hardware and software management system by authorized users 24/7 over the web. Proposers shall list and provide all equipment and software necessary for the City to operate software systems including desktops, laptops, handheld devices, and servers which the City would need at the time of installation. Access rights to the system for City staff and others shall be defined during implementation. Proposer shall identify the ongoing and annual costs associated with the PARCS in their proposal.

4. The server mentioned above in item 3 shall be maintained by the proposer. All needed software, anti-virus, anti-malware, anti-adware, security updates, system updates, and patches shall be provided installed, and City staff be trained by the proposer. This server shall not be connected with City’s computer network.

5. All parking facilities, field equipment, office equipment, and access from tablets and smart phones shall operate from the same PARCS management software.

6. PARCS shall provide role-based access control using the principle of least privilege for all system functions including system administration and security administration.

7. PARCS shall provide a variety of reports to include financial, technical, and administrative functions via a single web-portal.

8. PARCS shall export all query results to multiple formats including comma-separated value, Microsoft Excel®, Microsoft Access®, Adobe Acrobat (.PDF), etc.

9. The proposer shall install, configure, and maintain all application software and firmware required by the PARCS. All software licenses shall be registered to the proposer and the City will not accept any software license terms and conditions.

10. The PARCS shall automatically detect and report fault conditions through the management system. The system shall perform a self-check on a routine basis and provide notification for fault conditions and equipment failure and maintenance.

11. The system shall monitor and report status of all hardware, software, and communications links.

12. Industry standard software shall be utilized. Each such software shall be identified in the proposer’s proposal. The proposer’s proposal shall state the purpose of each software, where it will be used, and how it will be used. If one software application is required to interface with another software platform, the interface shall be documented and supported by flowcharts or block diagrams as appropriate. The proposer shall advise the City if the software used in the
system will be customized or “off the shelf” software, and shall describe the method of obtaining further software updates/upgrades or modifications.

13. Application software shall be written in a standard, industry-accepted computer language such as Java, C++, Visual Basic, etc. The proposer shall identify the version of software that will be used in their proposed system.

VEHICLE DETECTION LOOPS AND VEHICLE DETECTORS

1. The City currently has vehicle detection loops in all of its parking garages.

2. The Proposer should ensure that detectors shall be installed for barrier gates, ticket dispensers, exit stations, LPR Camera Readers, LPR/RIFD Antenna/Reader, PROX/Bar Code readers, count system and any other device that requires loop detection input to function as a complete system. Regardless of quantities detailed in this RFP, a sufficient number of detectors shall be installed to provide the directional logic necessary to the equipment functions described in this RFP.

3. The parking equipment detector loops installed by Contractor shall be complete and terminated at the vehicle detectors without breaks or splices.

4. Contractor shall be responsible for complete installation of the embedded loops, including required saw-cuts.

5. Approved loop sealant must be used in order to provide weather and moisture protection for the loops.

6. Contractor shall use care and diligence in making saw-cuts to avoid contact with, or exposure of, embedded concrete reinforcement or cabling.

7. Contractor shall use care and diligence in locating embedded loops so as to avoid interference from other metal objects. Contractor shall repair any damage to concrete curbs or islands resulting from the installation.

INTERCOM AND CAMERA SYSTEM

1. The Contractor shall provide a turn-key IP intercom system that consists of two host intercom stations, an integrated camera system, and an integrated microphone and speaker in each Entry Station, Express Exit Station, Automated Pay-on-Foot Stations, Permit lanes, etc.

2. The intercom shall be a push-button intercom such that in the event a parker needs assistance while stopped in a lane, the button can be pushed and a connection established between the field location and any host intercom station.

3. In the event that the arming loops are triggered for a configurable amount of time with no transaction being initiated, the intercom station in the lane shall automatically call the Division of Parking Management.
4. The intercom system shall utilize VOIP.

5. The intercom and camera communications shall be directed to a command desk console located in the Parking Office with roll over capabilities to a second call center station as designated by the City. The Parking Office shall be equipped with an intercom base station that displays the physical location of the incoming intercom call.

6. Once activated, two-way communication shall be possible and the intercom line remains open until the parking staff member terminates the call.

7. It shall be possible that if one intercom is open, and a second call comes in, the Parking Manager shall be able to place the first call on hold and answer the second call.

8. As part of their Proposal, the Contractor shall submit shop drawings of the intercom and camera base station and push button intercom terminals.

CUSTOMER PROCESSING PROCEDURES FOR LOCATIONS WITH PARCS EQUIPMENT

1. Public Entry Procedures
   A. The following shall take place for all entry events:
      i. When the entry lane arming loops are not activated, the screen shall display the City of Durham current logo, date, and time.
      ii. When the vehicle activates the arming loops, the message on the Entry Station’s display shall read, and an audible voice shall sound, “Press Button for Ticket”.
      iii. Upon clearing the barrier gate’s closing detector, the barrier gate arm shall lower to the closed position and reset the lane for a subsequent transaction.
      iv. The barrier gate’s mechanical counter shall increment by a count of one.
      v. The entry event shall be validated and the associated data with the entry event shall be stored.
      vi. The Parking Space Count System shall decrement the number of available spaces by a count of one from the appropriate facility.

   B. Normal Entry with Ticket
      i. When a patron presses the ticket issue button, no other entry method is allowed at that point and the Entry Station shall issue a uniquely numbered parking ticket while an audible signal shall sound. The Entry Station shall dispense a magnetically encoded or bar code imprinted parking ticket and print on the ticket the year, month, date, entry time (hour/minute/second), facility code, lane number, entry sequence number, unique transaction number, and unique machine number. Abbreviations are acceptable; time stamps shall be in 24-hour, military time.

      ii. When the printed/encoded ticket is extracted from the Entry Station, the audible signal shall cease and the display shall read and an audible voice shall sound “Welcome to the City of Durham.” The barrier gate shall rise to the open position, allowing the vehicle to enter the parking facility.
C. Back Out at Entry
   i. If a patron pushes the ticket issue button and backs out of the lane without retrieving the ticket the barrier gate shall remain closed and the ticket shall be retracted and retained in the Entry Station. The ticket shall be invalidated by the entry station and within the system to prevent future use. The back out entry event shall be stored in the system and the lane shall reset for a subsequent transaction.

D. Stolen Ticket at Entry
   i. If a patron pushes the ticket issue button, retrieves the ticket, and then backs out of the lane the barrier gate shall automatically return to the closed position (no timed delay to lower the barrier gate arm to the closed position shall be acceptable), the ticket shall be invalidated within the system, and an alarm shall be generated. The stolen ticket entry event shall be stored in the system. The ticket shall be electronically invalidated and shall not be allowed to be processed at any exit.

EMV AND NFS CREDIT CARD READER CONVERSIONS

1. The reference to credit card readers for use within the PARCS RFP refers to traditional mag stripe credit card acceptance in use today and EMV readers.

2. It is well documented that a conversion to a secure credit card technology to protect the consumer’s data was required to be implemented in August 2015 and eventually by September 2017 for the Petroleum Industry. Any extensions of these dates within the PARCS application must be approved in writing by the City.

3. It is paramount to the City that the Contractor provides the replacement hardware, software and all technology requirements, including maintaining PCI-DSS Compliance, for all future use, implementation, installation, and PARCS interface of EMV (Chip & Pin) and NFC Payment acceptance devices.

4. The Contractor must also recertify pursuant to PCI Compliance for all payments and all parking applications at the Entry Station, Automated Payment Stations, and Exit Stations for all methods of credit card payments.

CREDIT CARD PAYMENTS AND COMPLIANCE QUESTIONS

1. The City of Durham currently uses Elavon Merchant Services for clearing credit card transactions. The Contractor shall include with their Proposal, confirmation that their system has a certified interface for processing credit card transactions through Elavon Merchant Services. In the future, the City may wish to change credit card clearinghouses. As part of the Proposal, the Contractor shall provide a list of clearinghouses for which they have a certified interface.

2. Describe in detail and provide a flowchart of the entire credit card process including all third party appliances and software.
3. All Contractor-provided aspects of the credit card processing subsystem shall be PCI-compliant, such that no Contractor-provided product or solution will prevent the City from achieving PCI compliance in its parking operation. Is the process for credit card processing PCI DSS and/or PA-DSS compliant? Describe your cardholder processing systems’ Payment Card Industry (PCI) Payment Application.

4. Does the implementation, including any required auxiliary servers, store the card holder PAN on hosted servers for any length of time at any time during the credit card payment process?

5. Please provide information on where the City can verify your application and/or payment gateway compliance - on the PCI Standards validated payment applications list or on the Visa’s Global Registry of Service Providers – PCI DSS Validated Entities compliance list?

6. For parking lots/decks requiring a payment to park, the mobile web application or native application will provide user the ability to pay via their mobile device. Respondents must specify how the application will meet PCI compliance for payments.

7. Describe in detail and provide a flowchart on how the credit card payment is relayed in the system that you are proposing from the handheld devices in remote locations to the PARC system.

8. Because credit card processing is critical to the City’s parking operations, processing redundancy shall be built into the system. The Contractor shall provide a system such that processing credit card transactions shall not degrade the time allowed for positive authorizations. The system shall process and store credit card transactions at each field device that accepts credit cards while in an offline mode due to a communication loss. Specifically, every Express Exit Station and Cashier Station shall process and store credit card transactions during a communication loss regardless of where in the network the communication loss occurs. For example, if the communication cable to an exit station is unplugged inside of the Express Exit Station, that Express Exit Station shall process credit card transactions without achieving real-time authorization and shall store all transactions in a PCI-compliant manner until communication is reestablished. Once communication is reestablished, the system shall request authorization for all credit card transactions that were processed while offline. If a credit card transaction is denied, the City shall receive notice of such denial in the revenue reports and as a posting to the Daily Event Log.

UNINTERRUPTABLE POWER SUPPLY (UPS)

1. A single UPS unit, appropriately sized, shall support all devices at an individual entry lane or exit lane with the exception of cashier booth HVAC units. UPS units that supply conditioned and back-up power to multiple components are required to minimize maintenance.

2. Conditioned/emergency power through the TCP/IP-enabled UPS units shall be provided for the following components and facilities to protect components from loss of power, power spikes, and power sags:
   a. All Entry Lanes
   b. All Automated Payment Stations
   c. All Cashiered Exit Lanes
d. All Exit Lanes

3. UPS battery back-up for all lanes shall be sized to last sixty (60) minutes.

4. An on-line, solid state UPS shall provide both backup power and transient surge protection. The Contractor is alerted to the fact that there are a number of power distribution panels providing electrical service Campus wide. The Contractor shall be responsible for providing the UPS backup requirements for each of the locations where UPS backup is required, based upon the equipment that is actually being supplied by the Contractor. The City shall review and approve the UPS units to be provided by the Contractor. The Contractor shall test all UPS system components during the Site Acceptance Tests for each parking lane/facility. The UPS shall be sized with a 20% spare capacity minimum.

5. The UPS shall consist of a power module, storage battery and a battery disconnect switch.

6. The UPS shall have a lockable weather resistant UL designation suitable for outdoor mounting.
   a. Ambient Temperatures: -10°F to 140°F
   b. Humidity: 0% to 98% (non-condensing)
   c. Rain: Blowing Rain & Snow with 120 mph Gusts
   d. Dust: Blowing dust and fine particles

7. All UPS units shall be SNMP compatible to allow automated notification when battery power is activated or the battery levels become critically low. On-line communication using an appropriate UPS monitoring software application shall be provided on one or more workstations with user selectable options to view the status of each individual installed UPS unit. At a minimum, the monitoring software shall display the operational status of each UPS unit (line/battery, online/offline) and generate alarms in the event the UPS unit’s battery power is activated, becomes low or is completely exhausted.

8. As part of their Proposal, the Contractor shall submit shop drawings of all proposed UPS devices and UPS monitoring software. Included in the UPS shop drawings shall be the manufacturer’s recommended battery refresh cycle.

**PARCS DATA MIGRATION**

1. Contractor shall convert all data in the City’s Division of Parking Management’s existing Monthly Parking Permit system.

2. Contractor shall be responsible for the importing of existing data on the current system to the new PARC system.

3. Contractor shall provide a reliable check method to ensure that all required data from the current system export files are passed to the new system.

4. A reference file of the old system account numbers with a link to the new account numbers shall be available in the new system.

**TRAINING**
1. By means of instructional classes augmented by individual instruction as necessary, the Contractor shall fully instruct the City’s designated staff, including contractual staff, in the operation, adjustment, and maintenance of all products, equipment, and systems. Should implementation be completed in phases, instructing the City personnel shall also be phased to correspond with deployment of the various components.

2. Scheduling of instruction classes shall be coordinated by the Contractor and City personnel to avoid conflicts and peak period personnel demands. The Contractor shall submit a proposed instruction schedule at a joint meeting conducted prior to equipment installation. The City shall tentatively approve or suggest changes to the training schedule at that time. Forty five calendar days prior to each instruction session, the Contractor shall submit an outline of the instruction material and approximate duration of the session. Ample time shall be allotted within each session for the Contractor to fully describe and demonstrate all aspects of the Parking Program, and allow City personnel to have hands-on experience with the Parking Program.

3. Provide eighty (80) hours of on-site instructions to City staff. Specific allocation of training time to be determined by the City.

4. The proposer shall train and certify up to twenty-six (26) City and/or parking operator staff on back-office software and operational system. The training and certification shall include identifying and fixing minor hardware maintenance and operational issues. The appropriate duration of training shall be determined by the proposer. All software modifications and maintenance shall be performed by the proposer.

5. The successful proposer shall provide robust training and certification programs for the City and parking management staff to operate their PARCS (software and hardware). The initial system and operational training shall be offered on site at the City’s facilities before the system acceptance tests are initiated. Additional training may be offered at proposer’s headquarters, at City’s facilities, via webinar, videos, and/or on-line training. The type and locations of training may vary based on training level and personnel being trained. The proposers shall identify in their proposals various training programs, types, and locations for various staffing levels.

6. Provide an additional twenty-four (24) hours of on-site training, in any area, at the City’s request, during the first twelve (12) months after system start-up.

7. Provide an additional sixteen (16) hours of on-site training, in any area, at the City’s request, within twelve (12) months after system acceptance.

8. Refresher courses shall be offered on predefined schedules and/or at City’s requests. The refresher courses shall be offered in the City of Durham. The proposers shall identify the frequency and duration of each refresher course.

9. The proposer shall provide training on an individual basis or in a group setting as approved by City for the operation and maintenance of the PARCS (hardware and software). The proposer shall provide a training program for technicians and staff responsible for:

   a. Installation, start up, and maintenance/repair of each equipment.
b. Programming rates, access controls, etc.; through the PARCS software.
c. Monitoring the system and equipment, generating reports and internal auditing.
d. Other related elements.

10. The proposer shall provide draft training manuals for review by the City for each type of personnel to be trained (auditor, supervisor, administrative service, etc.) of the training content and provide training schedule for both software and hardware within forty-five (45) days prior to the scheduled training. The schedule shall include periodic refresher training (continual education), included but not limited to, emphasis on particular areas of City’s choice and upgrades of software and/or hardware.

11. An instructional notebook or user’s manual shall accompany every instruction course. The Contractor shall submit a hardcopy of the user’s manual per the submittal guidelines. The Contractor shall supply Ten (10) bound, hardcopies of each user manual type: cashier, supervisory, image reviewer, system administrator, technician, audit and accounting, etc. In addition, all manuals (instruction and maintenance) shall be submitted in electronic format (.PDF) on a CD-ROM, DVD, or thumb drive. Two copies of shall be supplied. The user’s manuals shall be written in common English with appropriate photos, diagrams, and schematics to supplement the text. The City reserves the right to prepare additional copies of the course materials as needed.

12. The Contractor shall provide all documentation required for instructing City personnel. Documentation shall be provided for each student in the form of workbooks, lecture notes/overheads, and manuals for student markup. The Contractor-supplied instruction documentation shall be sufficiently detailed so that the user can in most cases resolve issues. The City retains the right to copy training materials as frequently as required for ongoing internal use only.

13. All instruction courses shall consist of classroom instruction and actual hands-on experience. Classes shall be set up in a room designated by the City. The Contractor shall provide one instructor for the duration of each program. The instructor shall speak fluent English in a clear and precise manner. The Contractor shall submit resumes for each proposed instructor. The City of Durham reserves the right to request replacement instructors.

14. Class content shall be coordinated and developed with the City so that procedures for all transaction types are included.

15. The class material shall include schematics, as well as an overview and descriptions of the equipment. The City reserves the right to videotape all training sessions for future instruction purposes or Contractor shall supply video demos if available.

16. Contractor shall include “Training the Trainer” as part of the Training Plan. The City of Durham trainers and supervisors shall be trained and participate in teaching the training classes. Contractor shall be responsible for training all City trainers and supervisors as part of “Training the Trainer.” Contractor shall train up to ten (10) City trainers and supervisors.

17. The City shall have authority to copy and distribute training materials at its discretion. The City requires the written permission from the Contractor or any third party to reproduce, modify,
and print all training material, including copyrighted material, thirty (30) calendar days prior to training.

18. At the completion of instruction courses, all City staff that completes the courses shall receive a Certificate of Successful Completion.

IMPLEMENTATION SPECIFICATIONS

1. The successful proposer shall submit a detailed transition and implementation plan with the Proposal for the transition from the existing system to the new PARCS. The Implementation Plan shall be a complete plan for implementation, training and testing and shall include provisions for the new PARCS to operate concurrently with the old system until implementation is complete. This plan shall be developed in an industry standard project management software and should include but not be limited to the following:
   a. Milestone dates in the form of a Gantt Chart schedule
   b. Narrative description of phasing to decommission each lane, install new field devices, perform lane acceptance testing (LAT), and activate for public use
   c. A lane switchover approach
   d. Training timing as system is activated
   e. Decommissioning strategy for existing PARCS equipment that maintains all critical systems and functionalities throughout the switchover process
   f. Contractor recommendations that benefit the overall project schedule and switchover process.

2. The proposer shall submit details of at least five facilities where similar systems are installed and operational. The City’s staff and its representatives may visit these sites to learn and evaluate the capabilities of those systems. These site visits will be organized by the City.

3. The implementation plan shall also include software and hardware testing phase. The schedule shall include fixing any issues or “bugs” that may be identified and retesting the system after the issues are fixed.

4. Provide qualified staff that shall assist, consult, install, train and oversee the system implementation.

5. Upon award of the RFP, signing of the contract and within ten (10) days of receipt of the executed contract, the successful Contractor shall provide a complete project timeline to the City’s Division of Parking Management.

6. Provide integrated implementation process that incorporates on-line tools, on-site and web based technical services and on-site consultation.

7. Assist in the development of reports prior to implementation.

8. Provide an on-site support member during the launch of the new software to help and monitor any issues that may come up.
AS-BUILT DOCUMENTATION
The Contractor shall submit as-built documentation of all systems and components installed as part of this project. As-built documents shall include depiction of the actual installed conditions of all equipment and cabling components. In addition, As-built documentation shall include configuration settings of each system upon the completion of any acceptance test. Contractor shall update the most recent As-built documents submitted as further changes occur in the field or as a result of a patch or upgrade to an installed system.

ONGOING TECHNICAL SUPPORT

1. The proposer shall provide ongoing management service contract for maintenance of all hardware, software, equipment, servers, hard and soft connections, communication network, and other elements. The proposers shall identify the costs of management service contract on a yearly basis.

2. The proposers shall identify life expectancy of each piece of equipment, hardware, software and other elements and when would they be replacing each item/element under normal usage. The items that are not repairable or failing repeatedly shall be replaced after three repairs.

3. The proposer shall provide a point of contact that is able to be reached Monday through Friday during normal operating hours (8 am to 7 pm), Eastern Time.

4. The proposer shall also provide a point of contact for after hour requests (6PM-8AM), weekends, and holidays.

5. The proposer shall return phone calls within two-hours should the City need assistance. After two calls from the City to the proposer, the City may assess $500 for every hour until the proposer calls back to the City.

6. Within four hours, the proposer shall address issues that can be fixed through remote internet access.

7. The proposer shall send a technician within 12 hours if a technician needs to be onsite to address the issue, including weekends and holidays. Addressing or fixing issues via internet will be acceptable.

8. Under no circumstances, except acts of nature, the PARCS shall be down without the ability of allowing parkers to enter and exit the parking garages/facilities and collecting parking revenues. In the event of losing entry/exit and/or revenue collection capabilities, the proposer shall reimburse the City loss of revenue for the days and nights while the system was down. The amount of parking revenues loss will be determined by the City based on the average collected revenue over the past three years for the same days and nights.

9. The proposer shall provide to the City, 30 days before system start up, regular and preventive maintenance schedule to ensure optimal system performance.

DISASTER RECOVERY PLAN
1. The final documentation shall include a disaster recovery plan. The plan shall provide the step-by-step procedures for disaster recovery for each point of failure. These procedures shall be comprehensive.

2. The first steps shall be in diagnostics. The remaining steps shall provide procedure for resolution in order to bring the system back to full operational status.

3. Should disaster occur immediately following, or as a result of, a patch or software update the disaster recovery plan shall return the system to the software version in effect prior to the patch or update being applied.

4. Points of failure shall include each component and sub-components in complex units, such as servers.

5. The disaster recovery plan shall include requirements for and location of spares.

**LICENSE PLATE RECOGNITION SPECIFICATIONS**

1. System will have License Plate Recognition (LPR) integrated at all garages. The intent of this system is to:
   
   a. Capture a vehicle’s license plate/image on the front and/or back of the vehicle as it enters;
   b. Connect the license plate number to a transient ticket (if taken) or verified against the pre-paid credential that is presented;
   c. Store the plate/image and transient ticket number (if taken) in a database;
   d. Have the ability to view the plate/image when exiting;
   e. Verify the plate matches the image so:
      i. The transient ticket number is verified and the proper fee is assessed or;
      ii. The PARC system is notified if the ticket was paid previously at a Pay on Foot machine or a pre-paid credential was used to enter the facility.
   f. Besides having the ability to view an image/plate, all images/plates shall be time stamped on entry and exit.

2. The Contractor shall ensure that the LPR cameras capture license plate data and interface successfully with the existing Genetech AutoVu and the Municipal Citation Solution’s VATS parking enforcement platforms.

3. The Contractor shall ensure that the proposed PARCS LPR solution successfully integrates with the Parkeon Strada BNA paystations.

4. The Contractor shall ensure that the proposed PARCS LPR solution successfully integrates with the mobile payment provider(s).

5. The entry cameras shall become active when the vehicle is present on the arming loop. At this time, a time stamped image will be taken of the plate and stored in the database and the license plate number will be connected to a transient ticket (if taken) or verified against the pre-paid
credential that is presented. (Note: The Proposer must describe how the LPR will capture front license plates on vehicles.)

6. The exit cameras shall become active when the vehicle is present on the arming loop. At this time, the image will be time stamped, queried, matched in the database and displayed on the monitor in the Parking Office. The system will then verify the plate matches the image so:

   a. The transient ticket number is verified and the proper fee is assessed at the exit lane or;
   b. The PARC system is notified to vend the gate if the ticket was paid previously at a Pay on Foot machine or a pre-paid credential was used to enter the facility.

7. Before a transient transaction is started, the system will verify the license plate images stored in the database and the ticket match. In the case of a pre-paid credential, the system will verify the license plate images match the record stored in the database.

8. All lanes will be outfitted with cameras (color preferred) and any necessary illumination lights or devices.

9. The database shall have the ability to query license plates, calculate a rate based on the duration of stay, and allow for supervisor interaction/override and verification of matching image/plate if needed.

10. The system will be able to display the entry/exit plate image(s), duration of stay, a calculated fee based on the entry/exit time stamps and allow staff to verify the match.

11. The system shall be able to sort plates alphabetically or numerically.

12. The system shall be able to sort plates by lane.

13. The system shall be able to sort plates by garage.

14. The system shall have the ability to report exception transactions.

15. The system shall have an override feature which will allow interaction from a manager or supervisor.

16. Vendor will describe how the customer will be released in an unattended setting if the LPR system misreads a plate.

17. Entry equipment should be able to use the LPR system to connect a vehicle’s license plate to an incoming ticket taken by a transient parker or to an event parking credential so the ticket/credential is only needed at exit if the LPR system does not properly recognize the vehicle’s license plate or if the system is requested to collect the ticket by the centralized management computer. Otherwise, the system should vend the gate immediately upon LPR recognizing the license plate if the parking charges have been previously paid or fully validated.
18. Proposal should provide data on capture and accuracy rate for Vendor’s fixed LPR installations (from the total number of license plates, how many plates read and how many of those plates read were read correctly).

19. How many megapixels are the cameras?

20. Do they require illumination? If so, are these separate items or built into the cameras?

21. Do the cameras support Internet Protocol version 6 (IPv6)?

**PARCS MAINTENANCE CONSIDERATIONS**

Proposers shall provide the City with complete PARCS support for the new PARCS systems to comply with the system availability and reliability requirements defined herein. The service coverage for hardware covered by the maintenance contract is twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. Contractor-certified technicians shall provide total system support. Access to a Contractor-certified technician includes contact by telephone, e-mail, and online problem reporting tools and on-site as needed to provide the levels of support defined within the Contract. The Contractor shall furnish all labor, materials, equipment, travel, supplies, parts, supervision, warning signs, other safety devices, and all other things necessary or proper for, or incidental to, such maintenance required to maintain and repair all PARCS hardware installed as part of this project, as well as all PARCS hardware, for the new systems during the term of the maintenance portion of this Contract. The scope of the maintenance work includes Preventive Maintenance and Remedial Services Maintenance.

The maintenance program shall be performed to keep the Parking Access and Revenue Control System (PARCS) operating in a proper, safe, and efficient operating condition. Repairs and/or replacements shall be performed in accordance with the manufacturers written instructions.

The program shall consist of three parts:

a. Preventative Maintenance of the PARCS, as described below
b. Remedial Maintenance of the PARCS, which consists of service calls from operations personnel and/or City personnel regarding components of the system not working as in accordance with the Contract regardless of the cause.
c. Software Maintenance of the PARCS, which consists of maintaining all software furnished, installed and used by the Contractor as described below:

The City reserves the right to require the Contractor to utilize specific third party subcontractors where the City believes that the successful completion of work is dependent on the skills provided by such resources.

**PREVENTATIVE MAINTENANCE**

1. The maintenance services to be provided by the Contractor include maintenance for the PARCS hardware and software components used for the City’s parking operations, and the subsystems. The services proposed by the Contractor shall also cover any additional subsystems that are installed by the Contractor as part of this project.
2. The Contractor shall be required to provide resident technicians at the City parking facilities during the preventative maintenance periods to maintain the PARCS after the first lane has been accepted and is in revenue use.

3. As part of the response to this RFP, the Contractor will propose a preventative maintenance schedule for the City that does not require resident technicians to report daily to City facilities.

4. As part of the response to this RFP, the Contractor will submit the details of the necessary Preventive Maintenance Tasks for the PARCS. Scheduled preventive maintenance shall include, but not be limited to, inspection, testing, cleaning, lubricating, painting, adjustment, repairs, the replacement of field installable parts, including external cabinets, that are approaching unserviceable status, and all actions necessary to prevent system failures and extend the PARCS useful life. Contractor shall conduct Preventative Maintenance as accepted by the City in this Contract.

5. The Contractor will be required to conform to the City’s on-site reporting procedures at each parking facility regarding technician arrival and departure for normal and off hours work.

REMEDIAL MAINTENANCE
Remedial Maintenance of the PARCS at the City’s parking facilities shall consist of service calls from operations personnel and/or City personnel regarding components of the system not working as designed, regardless of the cause.

1. Upon request, the Contractor will be required to perform analysis and diagnosis of problems and other issues with all PARCS software. In the course of discharging this responsibility, the Contractor shall engage the assistance of the manufacturer to resolve issues related to software problems when necessary and where appropriate. On an “as needed” basis, the Contractor will be required to provide the City with technical support and respond to questions with respect to any equipment and software system. Such support will be provided during PPM at no additional charge to the City.

SYSTEM UPDATES
1. System updates shall consist of all actions necessary to incorporate hardware and software updates in the Parking Access and Revenue Control System (PARCS) to ensure performance to original Specifications. Maintaining the System to keep it up to date shall be included in software license costs. Contractor shall provide error correction, updates and third party software only after obtaining the written approval of the City. Vendor supplied documentation of updates to reflect these software changes shall be submitted within fourteen (14) days of completion of said software updates. Contractor shall also make new releases of third party software available to the City at the City’s option and expense.

2. The Contractor shall provide System Updates services on a basis that ensures that the system software, including all third party software, shall be the manufacturer’s “current” version. The Contractor shall have fourteen (14) calendar days from the time an update or patch is released by the software manufacturer to process updates and patches in accordance with the requirements stated in the Software Maintenance section herein, except security vulnerability patches, which must be processed as soon as possible.
3. Contractor shall test all software upgrades, modifications, and changes in the Contractor provided test system prior to implementation in the production system. The City shall provide approval to migrate to a production environment prior to implementation. Depending on the severity of the upgrade, modification or change, the City may choose to witness testing before approving implementation in the production environment.

4. Contractor shall provide a change control methodology to document system changes and approvals prior to implementation.

5. The Contractor shall support upgrades to its application based on operating system patch and upgrade requirements (For example, if the PARCS runs on a Microsoft operating system, the software shall be patched according to the Microsoft patch and upgrade schedule without breaking any application. If Microsoft decommissions a specific version of an operating system, the Contractor shall release code compatible with next operating system upgrade prior to Microsoft ending support for current operating system, at no cost to the City.)

6. The Contractor shall commit to provide corrective patches and upgrades in the event security vulnerability or system availability issues are found within fifteen (15) business days of said discovery or sooner if approved by the City.

7. Copies of all software (and software updates/upgrades made during and after the warranty period) must be provided to the City at the conclusion of the warranty period.

SOFTWARE MAINTENANCE
For all Systems (including their component equipment) covered under this Contract, the Contractor shall provide software maintenance for the operating system, applications software, third party software and third party tools, and database that was furnished and installed by the Contractor. Software maintenance shall include but not be limited to the following:

1. Error Correction
   In the event that the System does not meet the operational availability or function in accordance with the manufacturer’s stated functionality and performance due to errors in software or any modifications thereto, the Contractor shall correct any such error in the System as identified by the City. Errors shall include, but not be limited to, flaws in operations and errors due to flaws in the design and coding of the System.

   Upon notification of the error by the City or discovery of the error by the Contractor, the Contractor shall dispatch trained Personnel to repair, replace and correct all malfunctions required for the System to perform in accordance with the manufacturer’s stated functionality and meet the operational availability within one (1) business day from the date of notification. The Contractor shall provide documentation in machine-readable format, if any, relating to the error correction. The corrected software shall be tested by the Contractor in an off-line test environment. The Contractor shall then prepare a test and demonstrate to the City’s satisfaction that the error has been corrected and submit it to the City for review and approval before the corrected software is installed into the production System. Such corrections to the software shall be provided at no additional cost to the City. The Contractor’s obligations for the performance and completion of such error correction in order to ensure that the equipment meets the operational availability and functions in accordance with the manufacturer’s stated
functionality and performance within the time provided for in the above are of the essence of this Contract. The Contractor guarantees that it will use best efforts to complete the performance of such error correction within the time set forth.

SOFTWARE UPDATES
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:

1. Compatibility of the application software with the new operating system or third-party software;
2. Compatibility of the upgrade with the system architecture, server and communications infrastructure;
3. Infrastructure improvements required to support the upgrade;
4. Potential increases or decreases in equipment performance;
5. The availability of product support for the current (older) version of the operating system or third party software;
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.

ADAPTIVE CHANGES
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.

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 removable 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 tolerances and meets the operational availability requirements.

**MANAGE CYBER SECURITY VULNERABILITIES**

The Contractor shall monitor, evaluate, track, log, and immediately report on all cyber-security vulnerabilities or other vulnerabilities related to the software used in the equipment. The Contractor shall work with the City to address any identified vulnerabilities and mitigate all security/malware/virus alerts.

**FIELD TESTING AND QUALITY CONTROL**

Prior to implementing any changes on the production system, the Contractor shall test the System in a separate development/test system environment to ensure that the changes are compatible with the application and other installed components. Testing procedures shall test all system functionalities that are described in these General Technical Specifications as well as any other functionalities performed by the system (e.g. standard functionalities) that are not specifically described within these Specifications. The test procedures document shall be submitted for review and comment 45 calendar days prior to a required test. Fourteen calendar days after receipt, review comments shall be returned to the Contractor by the City. The Contractor shall incorporate the City’s review comments into the Test Procedures. This revised document shall be resubmitted for verification that all comments have been incorporated. The approved document shall be bound and termed the Test Procedures Document. One bound copy shall be an original, containing original signatures of the test observers and this copy shall become the City’s record copy. No test shall commence until the finalized Test Procedures Document is received.

Testing shall follow the prescribed order of events listed below and include, but not be limited to, the following Contractor activities:

1. Provide an acceptance test plan and procedures for City approval,
2. Install all changes on a separate stand-alone off-line test environment,
3. Conduct Contractor pretests, and once testing confirms that the changes are compatible with the application and environment, then conduct City-witnessed testing and submit a test report. Once the test report is approved by the City, the Contractor shall make arrangements with the Manager to schedule the changes to the production environment.
4. Complete a change management request form and obtain approval from the Manager before implementing the changes in the production environment.
5. Install the changes to the production environment and confirm with the City that the System operation is restored.
6. The Contractor shall develop all test procedures for the tests that are listed below:
   a. Lane Acceptance Tests (LAT)
      i. LATs shall be conducted by the Contractor as a demonstration to the City or its representatives that the installed equipment complies with the Contract, the Contractor’s shop drawings, and to other documentation, such as user manuals.
ii. Upon successful completion of the Contractor’s test, the Contractor, and the City shall perform the LAT to verify performance. The LAT shall only be observed by the City after a fully completed and signed test script verifying successful completion of the Contractor’s internal testing is submitted. Signed internal test scripts shall be submitted at least one calendar day prior to the scheduled test with the City of Durham.

iii. LATs shall be conducted at the City of Durham for each lane and/or device. The Contractor shall not activate any lane or device for service until its LAT has been successfully completed, and the City has notified the Contractor that it is ready to put the equipment in operation.

iv. The Contractor shall provide test procedure documents for LATs in accordance to the submittal guidelines. LAT Test Procedures Documents shall be provided for each lane type or device type and test procedures shall include the following sections:

1. narrative describing the general procedures to be followed;
2. definition of all minor and major deviation types;
3. checklist of all items necessary to conduct the test (e.g. unpaid tickets, exceptions tickets, credit cards, transponders, equipment keys, etc.);
4. checklist for the components of each lane or device;
5. signature page for all LAT participants’ signatures;
6. step by step instructions for testing each functionality;
7. tests for all patron processing procedures;
8. tests to ensure that the proper rate structures are being used;
9. tests for verifying the reporting requirements;
10. area within each test section to denote “pass” or “fail”; and
11. section for listing and describing test deviations.

v. The Contractor shall provide all ancillary items necessary to complete the LATs for testing purposes; supply credit cards of all types for testing; provide all ticket and ticketless media needed for each transaction type; and provide all keys to access equipment housings. In addition, the Contractor shall make available sufficient personnel to perform the LAT in an efficient and timely manner.

vi. The LAT shall be considered successfully completed when all components have passed their respective test procedures and all test documents have been signed the City and Contractor. Minor deviations resulting in the creation of punch list items shall not be considered grounds for failure of the overall LAT. Major deviations found during the LAT shall result in the retest of the lane. The Contractor shall agree to credit the City from its total contract value for any travel and/or labor costs incurred by the City as a result of retesting a failed lane.

b. Site Acceptance Test

i. The Site Acceptance Tests shall test each parking facility’s equipment installation as a system, e.g., all entry lanes, exit lanes, communication to the workstations, and Servers. The Site Acceptance Test is a pass/fail test that relies upon the operation and status of equipment and system reports of an individual facility. The City and the Contractor shall collectively select an “initial start-up date” for each Site Acceptance Test. Site Acceptance Tests shall run for seven
days beginning at the initial start-up date and continuing for seven consecutive 24-hour periods. Site Acceptance Tests shall be performed for each individual facility only after all LATs in a parking facility have been successfully completed.

ii. During a Site Acceptance Test only routine maintenance procedures, as defined by the preventative maintenance manual and according to industry standards, shall be permitted. All other maintenance procedures shall be approved in writing by the City before they are performed; otherwise, they shall constitute a failure of the Site Acceptance Test and a mandatory restart.

iii. The City reserves the right to be present for all maintenance services during the Site Acceptance Tests.

iv. The Contractor shall submit a Site Acceptance Test Procedures Document in accordance with the submittal requirements. Site Acceptance Test procedures Documents are intended to outline procedures for monitoring the overall performance of the system and shall not include test procedures for individual lanes or components. The Site Acceptance Test Procedures Document shall include:
   1. Narrative describing the general procedures to be followed;
   2. Methodology for calculation of downtime for the various components;

v. The performance criteria for successful completion of the Site Acceptance Test shall include:
   1. All subsystems listed below shall be operationally available 100% of the time during the seven day test period:
      a. Application Server
      b. Cloud-based Data Server
      c. Credit card authorization system
      d. Cloud-based Data communication system
      e. Workstations
      f. Entry Lane
      g. Exit Lane
      h. Mobile LPR vehicle/system
      i. Proximity Card Access System
      j. Intercom and Camera System
   2. If any single component fails more than once during the seven day period, it shall be replaced upon the second failure with a newly manufactured component of the same type.
   3. No component of a given type (e.g., cashier stations, exit stations, barrier gates, entry stations, etc.) shall fail more than two times during the seven day test period for the same reason. Upon the third failure all components of that type shall be replaced or modified to correct the common deficiency and the test restarted from the beginning.

vi. In addition to the comprehensive reports generated during the Site Acceptance Tests, the Contractor shall provide to the City a one page summary report that clearly provides the overall percentage of system downtime and causes of that down time during each test.

vii. The Contractor shall provide to the City a corrective action report that provides a detailed description of each failure that occurs during each Site Acceptance Test. The corrective action report shall include the type of failure, why the
failure occurred, what was done to remedy the failure, and whether or not the failure resulted in a restart of the Site Acceptance Test.

viii. All reports shall be 100% accurate and be reconcilable against each other for the seven day testing period otherwise the test shall be deemed a failure, problems shall be corrected, and the test shall be restarted from the beginning.

c. Operational Demonstration Test (ODT)

i. The ODT shall be comprised of all equipment, systems, and subsystems performing under actual conditions, e.g., patron use, normal activity recording, and reporting procedures. This ODT shall demonstrate, over a period of 30 consecutive calendar days, the successful performance of all aspects of the Parking Program system.

ii. During the ODT only routine maintenance procedures, as defined by the preventative maintenance manual and according to industry standards, shall be permitted. All other maintenance procedures shall be approved in writing by the City before they are performed; otherwise, they shall constitute a failure of the ODT and a mandatory restart.

iii. The City reserves the right to be present for all maintenance during the ODT.

iv. For purposes of the ODT, a subsystem is defined to be any one of the following:
   1. Cloud-based Application Servers
   2. Cloud-based Data Servers
   3. Credit card authorization system
   4. Data communication system
   5. Workstations
   6. Entry Lane
   7. Exit Lane
   8. Proximity Card Access System
   9. Intercom and Camera System

v. The ODT shall begin after all facilities have successfully completed their respective Site Acceptance Tests on a date mutually selected and agreed to in writing by the City and the Contractor at a time designated by the City. The ODT monitors system performance of the entire system operating as a single unit. The Contractor shall submit an ODT Test Procedures Document in accordance with the submittal requirements. ODT Test Procedures Documents are intended to outline procedures for monitoring the overall performance of the Parking Program and shall not include test procedures for individual lanes or components. The ODT Test Procedures Document shall include:
   1. narrative describing the general procedures to be followed;
   2. methodology for calculation of downtime for the various components; and
   3. electronic tracking document to be used during the ODT period for documenting failures and downtime.

vi. The ODT shall continue for 30 consecutive 24-hour periods during which all the performance criteria, stated below, shall have been met. If during the 30 day
period the system fails to meet any of the following specified performance criteria, the test shall begin anew on a day agreed upon by the City and the Contractor. The Contractor shall agree to credit the City from its total contract value for any travel and/or labor costs incurred by the City as a result of retesting the system.

vii. The performance criteria for successful completion of the ODT shall include:
1. No individual subsystem shall be operationally unavailable for four or more hours cumulative during the 30 day test period.
2. No individual subsystem shall be operationally unavailable for more than two consecutive hours.
3. If any single component fails more than once during the 30 day period for the same reason, it shall be replaced upon the second failure with a newly manufactured component of the same type and the test shall continue.
4. No component of a given type (e.g., cashier station, exit station, barrier gate, entry station, etc.) shall fail more than three times during the 30 day test period for the same reason. Upon the fourth failure all components of that type shall be replaced to correct the common deficiency, and the test shall be restarted from the beginning.

viii. In addition to the comprehensive reports generated during the ODT, the Contractor shall provide to the City a one page summary report that clearly provides the overall percentage of system downtime and causes of that downtime.

ix. The Contractor shall provide to the City a corrective action report that provides a detailed description of each failure that occurs during the ODT. The corrective action report shall include the type of failure, why the failure occurred, what was done to remedy the failure, and whether or not the failure resulted in a restart of the ODT.

x. All reports shall be 100% accurate and can be reconciled against one another over the 30 day testing period, otherwise the test shall be deemed a failure, problems shall be corrected and the test restarted.

xi. A subsystem shall be considered unavailable as long as any major component of the subsystem is not functioning. As an example, the major components of an entry lane include but are not limited to:
1. Lane Open/Closed Signs
2. Vehicle detector devices
3. Intercom and Camera
4. Barrier gate
5. Entry Station
6. Proximity Card Reader
7. Data communication
8. Power supply
xii. An inoperative subsystem shall not be deemed unavailable if it has become inoperative because of:
   1. Outage of line power beyond required duration of UPS power backup;
   2. Malicious damage or vandalism to a component(s) by employees, patrons or others;
   3. Routine parking operational issues such as ticket jams;
   4. Network connectivity issues beyond the Parking Program;
   5. Failures due to City provided equipment issues and/or failures;
   6. Failures caused by a 3rd party; or

xiii. Should a failure occur in the system that is caused by normal hardware failure, it shall be repaired and the test resumed with downtime accrued. Where the failure causes inadequate test data to be collected or a loss of test data, then the test shall be restarted from a point where it can be successfully completed with data to verify compliance with the Contract and the test procedures document.

xiv. If the system “crashes” during a test, then the test shall be stopped. “Crash” is defined as a failure in which the system cannot properly process revenue transactions. The Contractor shall analyze the cause of the system “crash,” document the cause in a system problem report, responsively repair the flaw, and document the repair in a corrective action report.

xv. Where corrective action impacts delivered documentation, the documentation shall be corrected prior to final acceptance. Only after Contractor has repaired the flaw and the City accepts corrective action and the flaw report can the test be restarted.

xvi. Upon formal written approval of the corrective action report by the City, testing may continue if a problem has been encountered as long as the Contractor can clearly demonstrate that the failure is associated only with one function of the system, corrective action has been taken to remedy the failure, and the corrective action shall not impact other areas of the system.

xvii. Where the system does not perform a function or incorrectly performs the function but the system does not crash, testing may continue, as long as the function is corrected and the following conditions are met:
   1. the functionality of entry/exit lanes and parking time
   2. works properly according to the Contract,
   3. the functionality of parking fee calculations and correct collection works according to the Contract;
   4. no personnel, vehicle or driver safety issues exist;
   5. transactional archiving operates in accordance with the Contract;
   6. failure does not cause loss or contamination of transactional data; and
   7. reports balance and are 100% accurate.
xviii. Where the above criteria are not met, the test shall be stopped and corrective action taken and verified prior to testing restart.

xix. During the test, the continued availability of the system shall be demonstrated. Where a failure occurs that causes data loss, system instability (crash), and/or contamination of the transactional data and the database, the Contractor shall immediately correct the problem. Testing shall continue until a consecutive 30 day period of stable operation is achieved. Stability is defined as the proper functioning of the system with a failure having no impact on the continued system operation or on the integrity of transactional data.

d. Punch List
   i. Starting with the first week after completing the LAT through final system acceptance, the Contractor shall submit a document on a weekly basis showing the status of all outstanding system issues, regardless of severity, including the plan for resolution and estimated completion date.

e. Final System Acceptance
   i. Final System Acceptance will be submitted by the City of Durham, in writing to the Contractor, upon successful completion of all LATs, all SITE ACCEPTANCE TESTs, the ODT, and upon verification by the City of complete resolution of all outstanding items on the punch list.

**ELECTRONIC SYSTEM MAINTENANCE TRACKING SYSTEM**

1. The Contractor 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 FacilityDude Maintenance Edge and Capital Forecast as its preventative maintenance and work order system. The Contractor must describe the integration process with FacilityDude.

2. The Contractor shall fill in all required fields, completely, for all Preventive Maintenance and Remedial Maintenance Services scheduled and performed at City parking facilities.

3. 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.

**AUDIT AND REPORTING**

1. The system shall document parking revenue and activity and generate revenue and activity reports. All reports shall be available online and on demand for City staff who have proper password access.

2. The City shall establish its virtual midnight for transaction processing, credit card batch close, and report cutoff times. Establishing virtual midnight shall be a City responsibility that follows applicable instruction and training of City staff by the Contractor.

3. The system shall identify and produce reports that reflect separately public parking and employee parking.
4. Public parking data shall be separated by category, including but not limited to: Monthly/Contract parking, Special Event, Hotel Valet, and Hourly for reporting purposes.
5. Provide electronic event journal that can be accessed by a supervisor from a workstation during a cashier shift and following shift close to perform cashier closeout.
6. The transactional stream of data shall be compiled in an ODBC compliant database. The City of Durham shall prepare custom reports using this data including exporting data to Crystal Reports©, and Microsoft Excel©, at a minimum, via a comma-separated-value file format or as a PDF file.
7. All reports shall query, filter, sort, transactions by date/time, location, ticket id, vehicle license plate number, field device unique identifier, parking fee, transaction type, exception, validation type, or cashier, at a minimum.
8. Capture, record and report separately all exception transactions that could not be processed 100% and automatically by the system (swapped, unreadable, lost, foreign, mutilated, used, disputed fee, cancelled, credit card transactions processed in an off-line mode, etc.)
9. Provide the Contractor’s standard reports including report descriptions, selectable data fields, and report layouts for all standard reports. Contractor to submit standard reports for City review and approval.
10. Contractor shall provide a definitions key for every report including a narrative description of what data each column and row represents and calculation formulas that define how all figures are obtained.
11. The system shall support the scheduling of reports to automatically run at a desired time or on a desired schedule. Users shall be able to designate e-mail recipients for these reports. Only users with appropriate privileges shall be able to schedule reports or view scheduled reports. The details of scheduled reports, including e-mail recipient, shall be editable after scheduling.
12. The system shall utilize a report writer, such as Crystal Reports, for processing standard and ad-hoc reports. The license to the report writer shall permit both running standard reports and creating custom reports. The system shall support the import of Crystal Reports template files (.rpt files). The system shall be able to execute these reports after they have been imported.
13. The Contractor shall coordinate with the City of Durham as required during the system design to address the specific reporting needs of the City. The system shall allow grouping of reports by category so as to simplify choosing a report from a list. At a minimum, reports provided shall include:
   a. Shift Reports
      i. Cashier shift report
      ii. Express exit station shift report
      iii. Daily shift report
      iv. Weekly shift report
      v. Monthly shift report
     vi. Yearly shift report
      vii. Cashier detail report – w/ date range
   b. Monthly Reports
      i. Monthly ISF summary
      ii. Monthly lost ticket summary
     iii. Monthly lane load factors report
      iv. Monthly exit lane summary
      v. Monthly revenue summary
     vi. Monthly credit card summary
      vii. Monthly cash & credit card transaction summary
viii. Monthly paid ISF summary
ix. Monthly peak occupancy report
x. Monthly average occupancy report
xi. Monthly year to date transaction & revenue summary
c. Daily Reports
i. Daily Shift Summary of (Date)
ii. Daily Credit Card Summary of (Date)
iii. Daily Revenue Summary
iv. Daily Revenue Summary (Relating to Facility)
v. Daily Validations by Facility
vi. Daily Validations by Type
vii. Daily Validations by Department
viii. Daily Validations by Amount
ix. Daily Validations by Cashier/Issuer
x. Daily Validations Summary
xi. Validation Detail Report – provides a chronological listing by exit time of each validation transaction (including reservation validations not linked to an event) for each validation account for a selectable time period. Provides a sum total for each validation code.
xii. Accounts receivable and write-off reports that indicate, by user-defined receivable type, the following: total dollars collected, total citations outstanding (unpaid or partially paid), and total citations disposed by disposition type over a user-defined period (e.g. monthly, annually, etc.), and insufficient funds.
d. Credit Card Reports
i. Detailed Credit Card Report – displays credit card revenue generated by card type, cashier station, cashier, and date/time period. The report shall include the total sum and chronological listing of each credit card transaction by card type. Credit card number shall be masked to display only the last four digits.
ii. Credit Card Summary Report – summarizes credit card transaction total for each day by credit card type for the time period selected (usually by month).
iii. A listing of credit card shift summary and occupancy counts by event at which temporary permits are sold directly from handheld devices.
iv. Credit Card Reversal/Refund Report – summarizes credit card reversals and refunds, and includes information to identify GL accounts, clerk, receipts, and override information.
v. A listing of expiring credit card profiles for recurring credit card payments
e. Access Card Reports
i. Active Access Card Listing
ii. Access Cards Blocking Listing
iii. Access Cards Delete Listing
iv. Access Card Expired Listing
v. Daily Access Card Granted Entry Listing - Reports that allow queries over any length of time (hours or days)
f. Occupancy Reports (including the peak occupancy over a given timeframe)
i. Length of stay
ii. Revenue statistics
iii. Summary report turnover – movement
iv. Summary report events
v. Event journal

g. Gate Open Report – For manual gate raises
   i. A report noting if a gate (entry or exit) was manually opened and by whom (or who was logged on at the time). Also noting if the gate was opened from a terminal or at the device.

h. Lost Ticket Transactions Tracking Report (available in daily, monthly, and yearly containing the sortable/ filterable columns below)
   i. Exit date & time
   ii. Transaction #
   iii. Lost Ticket Amount
   iv. Last name (non-case sensitive)
   v. First name (non-case sensitive)
   vi. Middle initial (non-case sensitive)
   vii. Address
   viii. Phone #
   ix. LPN State
   x. LPN
   xi. Cashier (non-case sensitive)
   xii. Supervisor approval (non-case sensitive)

xiii. Reports (a report showing the accrual amount collected in a set period).
   1. Cashier report
   2. Pay station report
   3. Daily report (0000 – 2359)
   4. Monthly report (first day to last)
   5. Fiscal Yearly report (July 1 – June 30)
   6. Individual access card usage report for at least a 6 month period
   7. Maintenance report specific to time & device

i. Summary Reports
   i. Cashier All Transactions
      1. Non-specific
      2. Specific
      3. Specific with Entry Time
      4. Cashier Cancelled Transactions
      5. All Cashiers
      6. Specific Cashier
   ii. Credit Card In & Out
      1. By Date
      2. With Dollar Amount
      3. Day, Month & Year
   iii. Employee & Company Access Card
      1. Company Activity
      2. Card Activity
      3. Customer Activity
      4. Activity By Date/Time
      5. Access Card Revenue Detail
      6. Access Card Revenue Summary
      7. Monthly Activity Detail
      8. Monthly Activity Summary
iv. Instantaneous (access card) presence check
   1. Specific areas in the garage (Nest, Terminal Direct & General)
v. All transactions for a specific device
vi. Cashier Lost & Unreadable details
   1. 2 days
   2. Most recent 30 days
   3. Ticket back details
   4. Cancelled
vii. Cashier Shift Summary
viii. Credit card transactions for cashiers
ix. Free of charge ticket for cashiers
x. Insufficient Funds
   1. Paid transactions for cashiers
xi. Ticket by rate
   1. Most recent day
   2. Most recent 5 days, 10 days, 15 days
   3. Choose month
   4. For prior month
xii. The Contractor shall provide the Employee Parking Lot reports below in an approved format.
   1. Real-Time Inventory Report
   2. Duration of Stay Report
   3. Lot Activity Report
   4. Lot Anti-Passback Violation Report
   5. Lot Revenue Report
   6. Online Payment Details
   7. Online Payment Summary

QUALITY ASSURANCE
1. All Parking Program 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.
2. The Parking Program shall be an open-architecture system where all interfaces (hardware and software) conform to national and International Organization for Standardization (ISO) standards.
3. 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.
4. 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.

5. 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.

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

2. Contractor shall provide the staging and storage area for the equipment. The City shall provide the Contractor with a designated storage/staging area for equipment that will be installed within the next week. The Contractor shall propose in the Proposal the square footage of area required, and what is planned to be stored in the area. The City shall determine the exact location after Contract Award. It is the Contractor’s responsibility to protect the equipment from theft and damage until final acceptance including installation of fencing, locks, and any other security provisions. Should the stored equipment be stolen or damaged prior to final acceptance, the Contractor shall replace the equipment at no additional cost to the City.

3. After equipment is installed, costs (time and material) for repair or parts replacement, components, etc., damaged or rendered unserviceable due to apparent and provable misuse, abuse, vandalism or negligence by City of Durham employees or the using public are excluded as a cost incurred by the Contractor. Also excluded from the costs incurred by Contractor are damages due to Acts of God that occur after installation.

ONLINE CUSTOMER PORTAL
The desired PARCS solution should include a secure self-registration portal for parking customers, including monthly accounts, special events and hotel valet operations. The system should include, but is not limited to the following:
1. Online sales and reservations, including registration, purchase and delivery of parking products via secure web portals.
2. Allow customers to actively manage their accounts by allowing them to review transaction history, pay invoices, and modify their contact information, etc.
3. Automated paperless invoicing, receipts, reporting and data archiving.
4. Automatic notification, promotions, and communications via email.
5. Fully integrated account management.
6. Prepay for special event parking, etc.

SPARE PARTS INVENTORY
1. 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.
2. 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.

3. 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 Durham.

4. 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.

**THIRD PARTY SERVICES**

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 Durham.

2. Describe your overall approach to developing, testing, implementing, and upgrading system interfaces to 3rd party systems.

3. Detail any limitations/issues regarding the willingness or ability to interface/integrate the proposed system with other 3rd party automated systems.

4. 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.

5. If customization is required, describe how this will affect the cost, timeline for development, and support after implementation of the interface.

6. 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.
EXHIBIT B
Parking Garage
Entrances and Exit
Lanes
# CHAPEL HILL STREET PARKING GARAGE – 326 E. Chapel Hill Street

<table>
<thead>
<tr>
<th>Monthly Parkers</th>
<th>Hourly/Transient Parkers</th>
<th>Downtown Resident Parking</th>
<th>Hotel Valet Parking</th>
<th>Special Event Parking</th>
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<tbody>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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</table>
### CHURCH STREET PARKING GARAGE – Intersection of Mangum and Ramseur Streets

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<thead>
<tr>
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<th>Monthly Parkers</th>
<th>Hourly/Transient Parkers</th>
<th>Downtown Resident Parking</th>
<th>Hotel Valet Parking</th>
<th>Special Event Parking</th>
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<td>Yes</td>
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</table>
CORCORAN STREET PARKING GARAGE
Located at the intersection of Corcoran and Ramseur Streets

<table>
<thead>
<tr>
<th>Monthly Parkers</th>
<th>Hourly/Transient Parkers</th>
<th>Downtown Resident Parking</th>
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<td>Yes</td>
<td>Yes</td>
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</table>
DURHAM CENTRE PARKING GARAGE – 300 W. Morgan Street

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<tr>
<th>Monthly Parkers</th>
<th>Hourly/Transient Parkers</th>
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<th>Special Event Parking</th>
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<td>Yes</td>
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<td>No</td>
<td>No</td>
<td>Yes</td>
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</table>
CITY HALL ANNEX PARKING GARAGE
Located at 101 City Hall Plaza

<table>
<thead>
<tr>
<th>Monthly Parkers</th>
<th>Hourly/Transient Parkers</th>
<th>Downtown Resident Parking</th>
<th>Hotel Valet Parking</th>
<th>Special Event Parking</th>
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<td>Yes</td>
<td>No</td>
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<td>Restricted Access</td>
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SURFACE PARKING LOT #20  
Located at 102 Corcoran Street

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<th>Monthly Parkers</th>
<th>Hourly/Transient Parkers</th>
<th>Downtown Resident Parking</th>
<th>Hotel Valet Parking</th>
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<td>Restricted Access</td>
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EXHIBIT C
Equal Business Opportunity Program, Professional Services Forms
1. Equal Business Opportunity Program

2. UBE Procurement Documentation

3.

All information in this document is applicable as indicated when UBE goals are required. If documents are not submitted, your bid may be deemed non-responsive. Only the Employee Breakdown form is required when there are no UBE goals. Underutilized Business Enterprise (UBE) means a business, including a sole proprietorship, partnership, corporation, limited liability company, joint venture or any other business or professional entity that has been certified by (i) the State of North Carolina as a historically underutilized business (HUB) pursuant to G.S. 143-128.4, as amended; (ii) the North Carolina Department of Transportation as a disadvantaged minority-owned or woman-owned business pursuant to G.S. 136-28.4, as amended; or (iii) the Small Business Administration 8(a) Business Development program of the Small Business Administration of the U.S. Department of Commerce pursuant to 15 U.S.C. 637(a), as amended,

UBE Participation On this form, “participation” is the dollar amount of subcontracts for significant goods and services to be used to perform the contract. For instance, if the bidder would enter into a subcontract with UBEs for a total of $30,000, that would be the UBE participation amount. The sum of UBE participation and non UBE participation should equal the amount of the bid. This form is required for a bid that has participation goals and must be completed and submitted with your bid.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

4.

Statement of Intent to Perform as Subcontractor The bidder must provide one of these forms for each UBE firm that the bidder would subcontract with if the City awards the contract to the bidder.

Request to Change UBE Participation After Bid Opening: If at any time during a City contract, the bidder/contractor proposes to do any of the following:

- to replace a subcontractor,
- to perform subcontracted work with the bidder/contractor’s own forces,
- to increase the quantity of subcontracted work,
- to decrease the quantity of subcontracted work, or
- to change the allocation of work among subcontractors,

then the bidder/contractor must make good-faith efforts to attain the goals that it has shown on the UBE Participation form, and the bidder/contractor must fill out the Request to Change UBE Participation After Bid Opening. Substitutions of subcontractors in these circumstances, both before and after the awarding of a contract, are subject to City approval. Consult the City’s EO/EA Department on the procedures to follow.

Questionnaire on Bidder’s Good-Faith Efforts Bidders that do not attain the UBE goals have the responsibility to make good-faith efforts and to demonstrate to the City that they have made such efforts. In determining a bidder’s good-faith efforts to engage UBEs, the City Manager shall consider the information supplied by the bidder to answer the questions in this form, along with other criteria that the City Manager deems proper. This questionnaire is an optional tool that bidders may use to show that they have made good-faith efforts. Even though this form may be submitted after the bid opening, it cannot include information on efforts made after the bid opening. Even if a bidder does not use this form, the City will nevertheless attempt to answer the questions on the questionnaire using good-faith documentation supplied by the bidder. Bidders who do not turn in the questionnaire will still find it helpful to know how the City will determine whether good-faith efforts have been
5. EMPLOYEE BREAKDOWN

7.

8. Part A – Employee Statistics for the Primary Location

<table>
<thead>
<tr>
<th>Employment Category</th>
<th>Total Employees</th>
<th>Total Males</th>
<th>Total Females</th>
<th>White</th>
<th>Black</th>
<th>Hispanic</th>
<th>Asian or Pacific Islander</th>
<th>Indian or Alaskan Native</th>
<th>White</th>
<th>Black</th>
<th>Hispanic</th>
<th>Asian or Pacific Islander</th>
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Part B – Employee Statistics for the Consolidated Company (See instructions for this form on whether this part is required.)

<table>
<thead>
<tr>
<th>Employment Category</th>
<th>Total Employees</th>
<th>Total Males</th>
<th>Total Females</th>
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**UBE PARTICIPATION ON BID**

Name of Bidder: 

<table>
<thead>
<tr>
<th>Is bidder a UBE (circle one):</th>
<th>Yes</th>
<th>No</th>
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</table>

Total dollar amount of UBE participation in bid work: 

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<th>Column A</th>
<th>Column B</th>
<th>Column C</th>
<th>Column D</th>
<th>Column E</th>
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<tbody>
<tr>
<td>Name of proposed subcontractor for base bid work</td>
<td>Goods and services to be provided for base bid work</td>
<td>Subcontract amount, in dollars, for base bid work</td>
<td>Percentage of total base bid (Column C divided by total base bid)</td>
<td>Minority-owned UBE</td>
<td>Women-owned UBE</td>
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Attach extra sheets as needed.

Do the above participation amounts meet the goals on this contract, assuming only the base bid is counted?

- Yes  - No. If the answer is No: (1) the bidder must have made good-faith efforts; (2) the bidder must provide, within 2 business days after bid opening, documentation of good-faith efforts; and (3) the bidder must sign below.

As an authorized representative of the Bidder, I swear or affirm under penalty of fraud that the good-faith efforts documentation submitted with this bid, pertaining to the base bid and all alternates, if any, is correct and not intended to defraud or mislead. After the contract between the City and the Bidder is signed, except to the extent that the City gives prior written approval for changes, the Contractor agrees that it shall engage the subcontractors listed on this form to perform the work for the dollar amounts or percentages described on this form.

Signature of individual authorized to sign for Bidder
STATEMENT OF INTENT TO PERFORM AS SUBCONTRACTOR

Name of Bidder: _____________________________________________________________

Name of Project: ___________________________________________________________

The undersigned firm meets the City of Durham’s criteria as a UBE.

The undersigned UBE represents that it will enter into a formal contract with the Bidder to perform the following work in connection with the Project, in the dollar amount or percentage listed below, if the Bidder signs a contract with the City of Durham for the Project.

Describe the work in sufficient detail so that it can be determined whether the UBE’s work is a substantial and necessary part of the Project.

<table>
<thead>
<tr>
<th>Column 1 - description of work to be done by undersigned UBE</th>
<th>Column 2 - dollar amount of the proposed subcontract between the bidder and the undersigned UBE</th>
<th>Column 3 - percentage of Bidder’s base bid represented by the proposed subcontract between the Bidder and the undersigned UBE</th>
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The undersigned UBE will be ready to begin work on the subcontract on the following date: __________

Name of UBE: _____________________________________________________________ Telephone No. ____________________________

Address, including Zip Code, of UBE: ____________________________ Fax No. ____________________________

________________________________________________________
Signature of authorized representative of UBE

Title of the person who signed above: __________________________________________________________________________

What person with the UBE should the City contact with questions about this form or the proposed subcontract?

Name of individual: _____________________________________________________________ Telephone No. ____________________________

Title of individual: __________________________________________________________________________

Email address: __________________________________________________________________________

By submitting this form to the City of Durham, the Bidder represents that if the Bidder signs the contract with the City of Durham for the Project, the Bidder will enter into the subcontract described above with this UBE.
REQUEST TO CHANGE UBE PARTICIPATION AFTER BID OPENING

9.

Project: ________________________________________________________________

Name of bidder or contractor: ____________________________________________

Name and title of representative of bidder or contractor: _______________________

Address: ___________________________ Zip Code: ____________________________

Telephone No.: __________________ Fax No.: ________________________________

Email Address: __________________________________________________________

Total amount of original contract, before any change orders or amendments: ____________________________

Total amount of the contract, including all approved change orders and amendments to date, but not counting the changes proposed in this form: ____________________________

Dollar amount of changes proposed in this form: ____________________________

The proposed change (check one) □ increases □ decreases the dollar amount of the bidder’s/contractor’s contract with the City.

Does the proposed change decrease the UBE participation? (check one) □ yes □ no

If the answer is yes, complete the following:

BOX A. For the subcontract proposed to be changed (increased, reduced, or eliminated): Name of subcontractor: _______________________

Goods and services to be provided before the proposed change: ______________________________________________________________

10.

11. Is it proposed to eliminate this subcontract? □ yes □ no

If the subcontract is to be increased or reduced, describe the nature of the change (such as adding $5,000 in concrete work and deleting $7,000 in grading):

__________________________

Dollar amount of this subcontract before this proposed change: ____________________________

Dollar amount of this subcontract after this proposed change: ____________________________

This subcontractor is (check one):
□ 1. Minority-owned UBE
□ 2. Women-Owned UBE
□ 3. Not a UBE
**BOX B. Proposed subcontracts other than the subcontract described in Box A above**
Name of subcontractor for the new work: 

Goods and Services to be provided by this proposed subcontractor: 

Dollar amount proposed of this proposed subcontract: This subcontractor is:

- [ ] 1. Minority-owned UBE
- [ ] 2. Women-owned UBE
- [ ] 3. Not a UBE

Add additional sheets as necessary.
This form is used only if the conditions described in the instructions are present.

QUESTIONNAIRE ON BIDDER’S GOOD-FAITH EFFORTS

Name of Bidder: ____________________________

If you find it helpful, feel free to attach pages to explain your answers. How many pages is your firm attaching to this questionnaire? ________________

(Don’t count the 2 pages of this questionnaire.)

13. If a yes or no answer is not appropriate, please explain the facts. All of the answers to these questions relate only to the time before your firm submitted its bid or proposal to the City. In other words, actions that your firm took after it submitted the bid or proposal to the City cannot be mentioned or used in any answers.

1. SOLICITING UBEs.

(a) Did your firm solicit, through all reasonable and available means, the interest of all UBEs (that is, in the list provided by the City) in the scopes of work of the contract? □ Yes □ No

(b) In such soliciting, did your firm advertise? □ Yes □ No Are you attaching copies to this questionnaire, indicating the dates and names of newspaper or other publication for each ad if that information is not already on the ads? □ Yes □ No

(c) In such soliciting, did your firm send written (including electronic) notices or letters? Are you attaching one or more sample notices or letters? □ Yes □ No

(d) Did your firm attend the pre-bid conference? □ Yes □ No

(e) Did your firm provide interested UBEs with timely, adequate information about the plans, specifications, and requirements of the contract? □ Yes □ No

(f) Did your firm follow up with UBEs that showed interest? □ Yes □ No

(g) With reference to the UBEs that your firm notified of the type of work to be subcontracted -- Did your firm tell them?

(i) the specific work your firm was considering for subcontracting? □ Yes □ No

(ii) that their interest in the contract is being solicited? □ Yes □ No

(iii) how to obtain and inspect the applicable plans and specifications and descriptions of items to be purchased? □ Yes □ No
2. BREAKING DOWN THE WORK.

(a) Did your firm select portions of the work to be performed by UBEs in order to increase the likelihood that the goals would be reached?  

☐ yes  ☐ no

(b) If yes, please describe the portions selected.  

ANSWER:

NEGOTIATION. In your answers to 3, you may omit information regarding UBEs for which you are providing Form E-105.

(a) What are the names, addresses, and telephone numbers of UBEs that you contacted?  

ANSWER:

(b) Describe the information that you provided to the UBEs regarding the plans and specifications for the work selected for potential subcontracting.  

ANSWER:

(c) Why could your firm not reach agreements with the UBEs that your firm made contact with? Be specific.  

ANSWER:

3. ASSISTANCE TO UBEs ON BONDING, CREDIT, AND INSURANCE.

(a) Did your firm or the City require any subcontractors to have bonds, lines of credit, or insurance?  

☐ yes  ☐ no  

(Note: In most projects, the City has no such requirement for subcontractors.)

(b) If the answer to (a) is yes, did your firm make efforts to assist UBEs to obtain bonds, lines of credit, or insurance?  

☐ yes  ☐ no  

If yes, describe your firm’s efforts:  

ANSWER:

(c) Did your firm provide alternatives to bonding or insurance for potential subcontractors?  

☐ yes  ☐ no  

If yes, describe.  

ANSWER:

4. GOODS AND SERVICES. What efforts did your firm make to help interested UBEs to obtain goods or services relevant to the proposed subcontracting work?  

ANSWER:

5. USING OTHER SERVICES.  

(a) Did your firm use the services of the City to help solicit UBEs for the work?  

☐ yes  ☐ no  

Please explain.  

ANSWER:

(b) Did your firm use the services of available minority/women community organizations, minority and women contractors’ groups, government-sponsored minority/women business assistance agencies, and other appropriate organizations to help solicit UBEs for the work?  

☐ yes  ☐ no  

Please explain.  

ANSWER:
The City of Durham prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I, ________________________________________ affirm that this firm has not engaged in collusion with any City employee(s), other person, corporations or firms relating to this proposal. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards.

Signature: ____________________________________________________________________________
EXHIBIT E
Pricing Sheets
COST PROPOSAL FORM
OPTION A: OUTRIGHT PURCHASE FOR GATED ENVIRONMENT

Proposer Name: ________________________________

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COST PROPOSAL FORM
OPTION A: OUTRIGHT PURCHASE FOR GATED ENVIRONMENT

Proposer Name: ____________________________________________________

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RFP No: 18-0029 for Off-Street Parking Access and Revenue Control System (PARCS)
COST PROPOSAL FORM  
OPTION A: OUTRIGHT PURCHASE FOR GATED ENVIRONMENT

Proposer Name:  ____________________________________________________

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OPTION A: OUTRIGHT PURCHASE FOR GATED ENVIRONMENT

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**OPTION B: OUTRIGHT PURCHASE FOR GATE-LESS ENVIRONMENT**

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OPTION B: OUTRIGHT PURCHASE FOR GATE-LESS ENVIRONMENT

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RFP No: 18-0029 for Off-Street Parking Access and Revenue Control System (PARCS)  Page 105 of 115
## COST PROPOSAL FORM
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## COST PROPOSAL FORM

**OPTION B: OUTRIGHT PURCHASE FOR GATE-LESS ENVIRONMENT**

**Proposer Name:** ____________________________________________________

<table>
<thead>
<tr>
<th>CITY HALL ANNEX PARKING GARAGE</th>
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<tbody>
<tr>
<td><strong>Quantity</strong></td>
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<td>Pay on Foot Machines: Cash/Credit/Digital Payments</td>
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<td>Pay on Foot Machines: Credit Only/Digital Payments</td>
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<td>Entry Terminals</td>
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<td>Credit Card Readers for Entry</td>
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<td>Barrier Gates</td>
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<td>Intercoms</td>
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<td>LPR Cameras</td>
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<td>Cables</td>
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<td>Loops (if replacement is required)</td>
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<td>Uninterruptible Power Supply (UPS)</td>
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<td>Software</td>
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<td>Validation Software</td>
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<td>Mobile Pay Setup</td>
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<td><strong>TOTAL</strong></td>
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EXHIBIT F
Sample Professional Services Contract
[Exhibit A to RFP (Model Services Contract)]

City staff – The most recent changes to this contract are these: On 10-30-2015, the E-Verify Requirements clause was added to section 14. On 2-26-2016 and 3-3-2016, the Iran Divestment Act Certification clause was added and modified: it’s in section 14. Due to a change in the official statute number, the Iran Divestment Act Certification clause was changed on 3-30-2016. Because of the new UBE ordinance, on 4-5-2016 the title of the SDBE clause was changed to EBOP, but the contents of the clause remain the same. On 4-22-16, I added a not-to-exceed amount option to the end of section 5. On 8-15-2016 I added to the instructions for the Background and Purpose section. On 6-19-2017 I added a sentence to the Notice section for when mail to the Contractor is undeliverable and made a technical change to the clause that says that NC law applies to the contract. On 8-22-2017 I added instruction #6 regarding the Iran and Israel statutes and corrected an erroneous reference to a subsection in section 14(a).

Please see note 5 (Instructions to City staff) at the end of this contract for the meaning of asterisks, including this asterisk: *

CONTRACT FOR [descriptive title to be inserted*]

This contract is dated, made, and entered into as of the _____ day of ___________________, 20_____, by the City of Durham (“City”), a N. C. municipal corporation, and [name of firm] (“Contractor”), [Indicate type of entity, for instance: a corporation organized and existing under the laws of [name of State]; a limited liability company organized and existing under the laws of [name of State]; a professional corporation organized and existing under the laws of [name of State]; a professional association organized and existing under the laws of [name of State]; a limited partnership organized and existing under the laws of [name of State]; a sole proprietorship; or a general partnership]

If it’s a corporation, LLC, or limited partnership, use the above “organized and existing” language, and do not substitute news about the contractor’s principal office or place of business.]

Sec. 1. Background and Purpose. [Several sentences are usually enough. Don’t put sentences here if you want to be able to enforce them. You have all the other sections of the contract for enforceable sentences.*]

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor’s. The Contractor shall [state the services to be provided and the schedule for those services.*]. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Reserved.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor’s Billings to City. Compensation. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City, such information as may be reasonably requested by the City. [City staff - Add any special requirements or detail needed in the invoices.**] Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice. The City shall pay the Contractor for the Work as follows: [City staff - Describe the timing of payments, how amounts are calculated, etc. List the kinds of expenses, if any, that the City will reimburse.**]. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. [If applicable, you can add a sentence to this effect*: The total dollar amount to be paid under this contract by the City to the Contractor shall not exceed $ (insert amount).]

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this
contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled “Prompt Payment to Subcontractors,” he or she will be referred to as the “Project Manager”) determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

(i) the amount of interest due to the Subcontractor under subsection (a), and/or
(ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled “Prompt Payment to Subcontractors”) shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 7. Insurance. [City staff – to be filled in. Consult Risk Management.*]

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule required by this contract, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City’s rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section. [City staff – Regarding the first sentence of this section: It is possible that - and acceptable if – the schedule is not called “schedule.” The schedule may be scattered about the contract. Try to indicate where the schedule is; an improved sentence might read: If the Contractor fails to perform the Work in accordance with the schedule required by this contract, including the schedule required by section __, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City’s rights and remedies.*]

Sec. 9. Exhibits. The following exhibits are made a part of this contract: [If none, write “None.” Try to put your requirements, etc. into Section 2 and Section 3 of this contract, or in other appropriate places in this contract, instead of in exhibits. Unless what you want to say is really long, don’t use an exhibit. It’s easier to keep track of text that is in the middle of the contract and even makes it easier to number the pages. Heavy use of exhibits probably goes back to pre-computer days, when it was hard to cut and paste.*]

Exhibit A [Insert title of exhibit] containing [insert number] page(s).
Exhibit B [Insert title of exhibit] containing [insert number] page(s).

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 10. Notice. (a) This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term. All such notices shall be given by personal delivery, fax, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:
[Insert name and department*]
City of Durham
101 City Hall Plaza
Durham, NC 27701-3329
The fax number is (919) [Insert fax number.*]
Email: [Insert email address.]*
To the Contractor:

[Insert name and address]
The fax number is ___________.
Email:

(b) Change of Address. Date Notice Deemed Given. A change of address, email address, fax number, or person to receive notices under subsection (a) shall be made by notice given pursuant to subsection (a). All notices and other communications related to or under this contract shall be deemed given and sent at the time of actual delivery, if personally delivered or sent by fax, personal delivery, UPS, Federal Express, or a designated delivery service. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs. If the notice is undeliverable because the information given to the City under this section is incorrect, incomplete, or out of date, the notice will be deemed given and sent on the date that the City attempted to deliver by fax, or the date the City placed the notice in the custody of UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or the U. S. Postal Service for certified United States mail, return receipt requested.

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection “a,” the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections “a” above and “c” below -- “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within “Charges” are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). “Indemnitees” means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection “a” above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled “Trade Secrets and Confidentiality” shall apply to any Trade Secrets disclosed to the City during the process leading to the parties’ entering into this Contract (including all of the Contractor’s responses to the RFP). This section (titled “Trade Secrets; Confidentiality”) shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word “candidate” in the RFP section just cited shall mean the “Contractor.”

Sec. 13. Termination for Convenience (“TFC”). (a) Procedure. Without limiting any party’s right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) Obligations. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City’s instructions as to which subcontracts to terminate. (c) Payment. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City’s decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit
prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

(a) E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor’s subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-129, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

(b) Iran Divestment Act Certification. The Contractor certifies that, if it submitted a successful bid for this contract, then as of the date it submitted the bid, the Contractor was not identified on the Iran List. If it did not submit a bid for this contract, the Contractor certifies that as of the date that this contract is entered into, the Contractor is not identified on the Iran List. It is a material breach of contract for the Contractor to be identified on the Iran List during the term of this contract or to utilize on this contract any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section -- “Contractor” means the person entering into this contract with the City of Durham; and “Iran List” means the Final Divestment List – Iran, the Parent and Subsidiary Guidance – Iran list, and all other lists issued from time to time by the N.C. State Treasurer to comply with G. S. 147-86.58 of the N.C. Iran Divestment Act.

Sec. 15. Miscellaneous
(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced nor removed to federal court. This subsection (i) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. “Agent for Service of Process” means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N.C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City’s written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City’s defenses and shall be liable for all of the Contractor’s duties that arise out of this contract and all of the City’s claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES
AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) **EBOP.** The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, “If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies.” It is stipulated and agreed that those two quoted sentences apply only to the Contractor’s alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor’s alleged violations of other obligations.

(i) **No Third Party Rights Created.** This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) **Principles of Interpretation and Definitions.** (1) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words “include,” “including,” etc. mean include, including, etc. without limitation. (2) References to a “Section” or “section” shall mean a section of this contract. (3) “Contract” and “Agreement,” whether or not capitalized, refer to this instrument. (4) “Duties” includes obligations. (5) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word “shall” is mandatory. (7) The word “day” means calendar day. (8) The word “Work” is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(k) **Modifications.** **Entire Agreement.** A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) **City’s Manager’s Authority.** To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor’s services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

---

ATTEST: CITY OF DURHAM

______________________________   By:______________________________

preaudit certificate, if applicable ______________________

[Notes to City staff –

1. **TFC.** See Section 12, the Termination for Convenience (TFC) clause. Decide whether the contract should contain that clause. You may find that a TFC clause makes the contract less attractive to firms. If you delete it, do so in a way that it reads “Sec. 12. Reserved.” For a discussion of the pros and cons of a TFC clause, see Section 480 (Terminating without cause or for convenience) of GBA on the City Attorney’s CODI page, under the title Contracting Guides and Forms.
2. **Headers and footers.** Place a header or footer on each page of this contract (putting it on page 1 is at your option) to the following effect:

[Insert the name of the contract] between the City of Durham and [name of Contractor], page [insert page number]

3. **City’s signature.** For the City’s signature form, see Section 902 (Getting contracts signed by the contractor and the City) of GBA on the City Attorney’s CODI page, under the title Contracting Guides and Forms. The City signature form that appears at the end of the above contract is the one used nearly all the time. If that is the one that you will use: to keep it spaced properly, leave it in Times New Roman with a font size of 10, and keep it (the ATTEST line and the preaudit line) together, on the same page. It’s fine if it shares a page with the contract.

4. **Contractor’s signature and acknowledgment.** For the Contractor’s execution forms, see Appendixes E and F to GBSB on the City Attorney’s CODI page, under the title Contracting Guides and Forms. Write the Contractor’s name in the Contractor’s signature form and in the form by which the Contractor’s signature is notarized.

5. **IDAC List.** Be sure the Contractor is not on the Final Divestment List on the N. C. State Treasurer’s web page at [https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx](https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx)

6. **Iran and Israel statutes.** Unless your contract will be fully signed by both parties before October 1, 2017, see Green Book Awakens section 437 and section 437A.

7. **Instructions to City staff.** In this contract, I inserted a number of instructions in italics, placed in brackets. Those are instructions for you! When do you delete them from this contract?

   (a) Before you send the RFP out to potential candidates or posting it on the City’s Internet site, in most cases you should delete all the instructions that end with one asterisk (*) along with this set of instructions.

   (b) As to any instruction that ends with two asterisks (**) -- if you can comply with the instruction before sending the RPF out or posting it, you should delete that instruction. If you cannot comply with the instruction yet, you can keep it in the contract as a reminder to yourself.

   (c) As to instructions that don’t end with any asterisks -- leave them in the RFP that you send out and post on the Internet. Once you select the contractor and work out the details of the deal, you will be able to comply with those instructions, at which time you’ll delete those remaining instructions. That means that when it’s time for the contract to be signed, all the instructions will be deleted.]