



Request for Proposals (RFP)

Cloud-Based, Vendor-Hosted Integrated Parking Management System

RFP No: 19-0004

Date Issued: July 23, 2018

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Section 10: Date of RFP

July 23, 2018

Section 20: Project Manager and Contact with City; Questions about this RFP.

Direct questions and concerns to:

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DESCRIPTION OF PROJECT AND NATURE OF RFP

Section 30. Project:

The Transportation Department's Office of Parking Management seeks to partner with a firm to utilize technology and data to better provide customer service, improve utilization of City parking assets, and develop innovative solutions based on the data collected.

The City of Durham ("City") invites qualified and experienced firms to submit a proposal through competitive sealed proposals for the provision of a Cloud-based, Vendor-Hosted Integrated Parking Management System that utilizes leading edge technology and operates on an open architecture platform. The desired solution will replace the existing Municipal Citation Solutions VATS Parking Enforcement Software and the PARIS Permit Management System currently managed and operated under contract by Republic Parking. The City has issued this RFP to define the City's minimum service requirements, detail proposal requirements, and outline the City's process for evaluating proposals and selecting the contractor. **This RFP is issued in conformance with N.C. Gen. Statute § 143-129.8 for the purchase of information technology goods and services.**

For management reporting purposes, the System must integrate with the City's existing and future parking infrastructure and provide a graphical display of the entire integrated off- and on-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, etc. The desired solution

Responses are expected to define the systems/tools, implementation methodology, timing, resource needs, etc. to be used to provide a comprehensive and integrated solution to address the City's parking technology needs.

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. The System will only use personal and license plate information for City of Durham parking-related operations and may not be sold or shared to third party entities. 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. 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 contract award for this Request for Proposals is subject to approval by the City Council.

Section 31. Project Background:

The Transportation Department's Office 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; 1,200+ residential permits in a controlled residential parking permit program; special event parking for 65,000+ vehicles per year; issuance of Contractor parking permits, etc. The City is currently building a new parking garage that will have 665 parking spaces.

The City of Durham currently uses 3M's (formerly Federal APD) Parking Management System in all of its Off-Street parking facilities. The system includes all hardware and software needed to provide an operational parking management system.

Parking enforcement technology has evolved significantly in recent years, providing customers with greater flexibility and efficiency in their enforcement practices. One technology that the City of Durham is adopting features a completely cloud-based solution that is fully integrated into a Smart Parking product platform and features a common backend to manage the entire portfolio. This eliminates the need for third-party integrations and allows customers to deal with a single vendor for their Smart Parking meters, citations processing, permit management and code enforcement. Convenient payment options increase payment follow-through by allowing motorists to easily resolve their citation. This consolidation of data leads to greater operational insight, better decisions, more flexibility when deploying new features, and the ability to have complete transparency.

Section 40. Scope of Work:

The City's intent is to incorporate all of their parking decks, surface lots and public parking spaces into a new parking management system that will improve the parking experience. The

proposed solution will streamline the online purchase of the parking permit and delivery functions, citation issuance and revenue capture, reports and any other processes and functions that may be of use by the City that will be part of a unified, comprehensive and cost effective user-oriented system.

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

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

- License plate recognition technology that supports both physical and virtual permitting, as well as a hybrid of the two, and includes the ability to use e-citations.
- Parking privileges that can be issued, modified, and removed in real-time
- Modular flexibility with features that can be enabled as the client's parking management needs evolve. A few examples of desired system modules are listed below.
- Live-time communication between the parking management system server, POS & kiosk terminals, enforcement handhelds and laptops, and customer web portal.
- Mobile Enforcement module features real-time syncing and connectivity, high-resolution color photos, e-chalking and heat mapping, and provides scofflaw and customized notifications.
- The Parking Citation and Enforcement Management module is an end-to-end cross compatible web-based citation management system that manages the entire lifecycle of parking citations including issuance, adjudication, payment, DMV communications, and collections. The system should provide advanced search and manual citation entry capability, adjudication and disposition management, personalized report libraries, payment and refund processing, and notice and letter processing.
- The Parking Permit management module should be pre-integrated with the hand-held ticket writers and the Enforcement Management System (EMS) and should be fully customizable to offer the City the flexibility and convenience to manage the entire parking permit lifecycle from initial design through fulfillment via a web-based system available anytime, anywhere.
- The Parking Citation module should be an online public portal that gives citizens real-time access to pay for and/or review their citation status and transaction history from an easy-to-use website.

Modules which must be included in base proposal:

- Describe the firm's integration capabilities, in its entirety, with the following Parking Access and Revenue Control System manufacturers - Designa, TIBA, Skidata, HUB Parking, Amano McGann, T2/Parkingsoft System, Scheidt & Bachman, etc.

- Web-Based Citation Management
- Web-Based Citation Payments
- Web-Based Appeals and Hearings Management
- Programmable Access Control System
- Automated Transient Parking Payment System
- Handheld Enforcement Software
- On-line Customer Web Portal
- Permit Management
- Waitlist Management
- LPR Enforcement Software (The City currently uses Genetech AutoVu)
- Parking Access and Revenue Control System LPR Integration Software
- PARCS AVI/RFID Integration Software
- PARCS Bluetooth Technology Integration Software
- License Plate Recognition Cameras (Genetech AutoVu)
- Boot/Tow
- Parking Wayfinding and Utilization
- Web-Based Special Event Parking Management and Reservation System
- Web-Based Valet Parking Operations
- Curbside Management
- Data Analytics and Reporting
- Credit Card Transaction Processing System

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

40.1 Smart Parking Data Analytics Platform

At the core of any Smart Parking initiative, and its systems that enable connectivity, information exchange, analytics, and new customer services, must be a strong, secure, efficient, and affordable information and communications technology platform. The notion of “smart” is predicated on the ability of data and information to easily be transmitted from a number of sources (e.g., sensors, personal devices, vehicles, and infrastructure) then combined at a location (anywhere from the back-end centralized location to an actual device) with advanced analytics to glean insights from those data and information sources.

The Office of Parking Management is seeking a Parking Management System that has an integrated data analytics platform. The desired solution will provide a standard set of occupancy reports, demand-based pricing reports, turnover reports and duration of stay reports. The platform should be an easy-to-use and intuitive data dashboard featuring a map and a suite of zoom-able heat maps, charts, graphs and tables of occupancy, demand, and duration and turnover data with export features. The data analytics platform should allow the City to harness data from smart parking equipment/devices, high-speed networks, cloud infrastructure, rapidly developed and intelligent applications, and a variety of analytical solutions to develop new insights as well as new products and services.

The integrated data analytics platform should consist of two elements: improved aggregation and integration of multiple data sources into one Smart Parking platform that can be used for analytics, and; the creation of three separate user-focused tools that draw from the data platform. These tools consist of:

- Public Facing Tool – to provide the general public with traffic, vehicle occupancy and utilization, revenue and other data on a graphic which allows any user to bring parking data together onto one screen.
- Parking Performance Tool - automatically collect and disseminate key performance indicator data as defined by the City.
- Fiscal Model Tool – automatically collect and disseminate parking revenue and other key fiscal performance data as defined by the City.

40.2 Permit and Customer Management

Customers will have the ability to log-in to the PMS by using a public-facing web portal where they can manage their own parking accounts while providing the following functionality:

- Add & modify customer contact information including address, phone numbers and email addresses
- Add, modify & deactivate vehicles on their account.
- View and pay citations
- File appeals and track the status from beginning to end
- Purchase, pay for and manage parking credentials (based on what they're eligible for)
- Generate email receipts on any transaction via the Web portal
- Purchase, pay for and manage temporary parking credentials
- Log on credentials
- Purchase pre-paid parking validations
- Purchase pre-paid special event parking permits

Payment types to be accepted via the PMS are to include:

- Cash & check (at Customer Service Center only) – Solution must include cash drawers for counter POS terminals
- Credit Card (Customer Service Center, Kiosk & on-line)
- Payroll Deduction
- Credit Card-on-File (allowing monthly deductions from a credit card on file)
- Inter-departmental transfers (for departmental purchases)

40.3 Parking Citation and Enforcement Management

The Parking Management System will have a full parking enforcement module which enables the City to issue, enforce, and adjudicate tickets and fees, accept payments, provide customer service. The desired solution should provide the following functionality:

- The proposed solution shall be available for uninterrupted operation to the internal and external customers as per the City's Office of Parking Management's published service center and the website times.
- Ability for parking enforcement officers to utilize mobile license plate recognition to scan vehicle parked in surface lots and issue citations as needed.
- Ability for parking enforcement officers to utilize a smart device in the field to access all customer, vehicle and citation information and issue citations as needed.
- Ability to manually enter and manage parking citations through the PMS.

- Ability to track parking enforcement officer routes, schedules and productivity.
- Ability to contain data, images, video and transactions for tickets issued to drivers and vehicles in the City of Durham.
- Make the ticket processing system as efficient and user friendly as possible.
- Offer customers multiple ways to pay and adjudicate tickets.
- Provide up-to-date information on new violations and personnel and equipment issues, such as an officer's availability for hearings and meter outages. Maintain officer calendars, allow updates to calendars in real-time, and calculate impact in real-time.
- Maintain up-to-date and accurate information on customers, vehicles, tickets, and fees. The PMS should have a means for deleting or disposing of archived customer data after a period of three (3) years.
- Secure customer information and data so it may not be used by third-parties unrelated to the scope of services without City authorization.
- Enable customers to perform many transactions online, by phone, or by mail.
- Provide electronic access to evidence for hearing examiners, customers, and ticket-issuing officers.
- Provide capability to allow hearing examiners and others to hold hearings over the Internet/Intranet, to conference pertinent parties for meetings, and to include sharing of documents and images. (Highly desired)
- Provide images, audio, and video of all documents, transactions, hearings, and any other documents associated with a case or ticket.
- Provide capability to access the system from cell phone and perform all system transactions, if user has required authority, available if directly connected to the system or if accessing web capabilities of the system.
- Provide a central repository for all ticket-related data, images, video and audio files and transactions so that agencies, citizens, media, and other interested parties can easily input, receive and access this information, in a secure data center environment.
- Increase transparency of ticket-related information to take advantage of data mapping and analysis of core and ancillary data.
- Support mobile phone application development using newly-accessible data.
- The system shall track the payment and aging of tickets.
- The system shall generate an electronic report of tickets issued at parking meters that shall have information including but not limited to location of the meter, time the meter was reported as malfunctioning, date reported as malfunctioning, date of latest repair, disposition code for the violation, the number of tickets issued for that meter since it began malfunctioning, the ticket numbers for tickets that were issued while the meter was malfunctioning, and the amount of fines and penalties that are owed on those tickets.
- The system shall enable the City to maintain a database (or databases) that integrates with many national address databases, DESTINY, Departments of Motor Vehicles in the 50 states and in the District of Columbia, in order to obtain the names and addresses for registered vehicle primary and secondary owners or drivers.

40.4 Writing Citations

On-Street Parking (Metered Parking Spaces, Time Restricted Parking Spaces, Controlled Residential Parking Areas)

The PMS will provide the ability for parking enforcement via mobile LPR. As an officer drives on a street, the LPR system is scanning each vehicle's license plate and analyzing to confirm that vehicle has paid for parking via the single-space parking meter, multispace parking paystation or via the pay-by-phone mobile app, etc. The LPR system should also scan each vehicle's

license plate and analyzing to confirm if the vehicle has exceeded the posted time restriction for parking. If the vehicle is not in violation, the system will continue on to the next vehicle. If the vehicle is found to be in violation, the system will issue an alert to the officer. The officer can then confirm the vehicle data and violation is correct. Once correct data is confirmed, the officer will either issue an e-citation (emailing the citation directly to the individual responsible for the vehicle) or issue a printed citation from the mobile citation printer and place the citation on the vehicle. The PMS should also have the ability to send violation information to the handheld of the trailing officer on foot during high volume periods, allowing the officer in the vehicle to “mark” the violations with mobile LPR while the officer on foot prints the citations and places them on the vehicles.

Off-Street Parking Facilities (Garages and Surface Parking Lots)

The PMS will provide the ability for parking enforcement via mobile LPR. As an officer drives through a facility, the LPR system is scanning each vehicle’s license plate and analyzing to confirm that vehicle is in the proper parking location. If the vehicle is not in violation, the system will continue on to the next vehicle. If the vehicle is found to be in violation, the system will issue an alert to the officer. The officer can then confirm the vehicle data and violation is correct. Once correct data is confirmed, the officer will either issue an e-citation (emailing the citation directly to the individual responsible for the vehicle) or issue a printed citation from the mobile citation printer and place the citation on the vehicle. The PMS should also have the ability to send violation information to the handheld of the trailing officer on foot during high volume periods, allowing the officer in the vehicle to “mark” the violations with mobile LPR while the officer on foot prints the citations and places them on the vehicles.

The PMS should always allow the enforcement officer to manually override the system and issue a citation, decline to issue a citation (but must be forced to enter a reason) or void a citation within certain user parameters.

40.5 Enforcement Handheld Units

The Proposer will provide up to ten (10) parking enforcement handheld units as approved by the City. Proposer will recommend their preferred brand of enforcement handhelds and describe the pros and cons of such unit in their submitted operational plan for City approval. Enforcement handhelds enable staff to generate automated parking citations. LPR identifies paid and unpaid license plates and communicates to enforcement citation handhelds. Enforcement handheld devices with two-way communications enable enforcement officers to receive data directly from PMS software, IPS, Parkeon, and Passport software, and other peripherals such as back-end citation management systems and/or motor vehicle checks. All citation information can be sent in real time from the handheld to the courts and is available immediately as opposed to a batch mode process. PERs are able to work more efficiently because all violation data on handhelds is in real time. Supervisors can also monitor staff locations and progress. Enforcement handhelds that do not communicate in real time store all citation information in the device, and download it to the server at the end of the parking ambassador’s shift.

40.6 Citation Payments and Appeals

Citation payments and appeals will be handled on-line through the customer web portal. City associated customers should be able to log-in to their account, review any outstanding citations on their account and file an appeal whenever appropriate. The web portal will permit the customer to attach necessary documentation with their appeal (pictures, documents, etc.). An alert will then be sent to the Parking Appeal Coordinator that a new appeal has been submitted. Upon review, the Appeal Administrator will be able to approve, deny or request additional information, all within the PMS. An alert will then be sent back to the customer informing them of

the status of their appeal. A second level appeal process will also be available through the PMS, using the same process as the initial appeal, only notifying the City employee who handles the second level appeals in this instance.

All customers who receive a citation should also be able to use the web portal to pay citations and appeal, if necessary. This will be accomplished by having them type in the citation number and specific vehicle information from the citation to allow the PMS to bring up the citation in the web portal and allow the customer to pay or appeal. Once a customer pulls up one citation, all citations on the user's account should be available to the customer for payment or appeal.

40.7 Administration

Administration of the PMS is critically important. The PMS must provide the ability to set up multiple types of user permissions, permitting one employee to access certain modules and certain data within those modules, while another employee could have read-only access to certain data with a group of administrators having full access, etc. These user permissions should be controlled by the owner. The default permissions for any new user must be set to NONE.

A complete back-end auditing module must be included within the PMS and provide the ability to track who logs-in and out, when they log-in/out and what each user does while they're logged in. Any changes to the PMS must be logged. Every transaction (customer, CSR, enforcement, etc.) must have the ability to be recreated through the auditing tool, step by step. Every financial transaction should be completely tracked and able to be reconciled at any time.

A custom reporting tool should be included in the PMS, allowing the owner to write custom reports within the PMS, without having to acquire the services of the vendor. Along with the custom reporting tool, the vendor must provide the database data dictionary and allow, at minimum, read-only access to the back-end of the PMS database to the owner.

40.8 General Financial Management

- Shall provide the financial functions of payments, service fees, deposits, credits, adjustments and reversals for accounts with quick links and full detailed information displayed on screen for Parking staff and administrators with complete audit trail.
- The City employee decal purchases may be purchased by immediate payment through payroll deduction or, spread out over several months as a payroll deduction.
- Online payment processing services that will interface with a system for customers to pay for citations, parking permits and event permits.
- Fully support hardware devices that fully integrate with the PC based parking management software system
- Cash receipts shall be managed in daily batches created by individual cashiers. General ledger entries will be automatically imported into the General Ledger system for posting at regularly scheduled time periods. The file will be created by the software quoted in this RFP.
- Capable of accepting updated data in proper format from internet based payment systems
- Update all files and refresh screen displays as soon as an update is completed for all users on the administrative side.
- Shall display real time balance on each cashier's screen of cash and check payments
Needs to have a balancing component, that will allow the cashier to compare funds in

the drawer, with amounts entered in the system's cashiering function, and a supervisor approval component.

- Shall generate receipt/ transaction numbers for payments
- Ability to make adjustments for misapplied payments or reverse payments with a complete audit trail
- Provide an audit trail to track payments by type (cash, check, money order, credit card)
- Ability to manually apply and remove flags on an account for various reasons
- Ability for customers to view, print and pay all charges (permits, citations, etc. via internet and to allow for transactions to be charged to customer's credit card.
- Shall update all files and refresh screen displays as soon as update is completed and be available to all users
- Ability to code transactions or provide comments of explanation as to the type and reason for the transaction
- All changes, adjustments, credits made to any account should create a record with the user's name, date, time stamp and reason code for the adjustment and should not be user-alterable. The record should be easy to retrieve by query / report.
- Provide approval capability on the administrative side.to include but not be limited to financial overrides and permit sale overrides. Admin users should have the ability to override/approve transactions that they can't complete without approval.
- Allow administrative staff to monitor and manage users, citations, invoices, payments, reports, user groups, parking lots, and audit system settings
- System should be able to send mass emails to users with the ability to add attachments created by the applications. The system created attachments should in a PDF format.
- For the processing of credit card payments, the City is currently utilizing ELAVON Merchant Services Processing Platform.
- The City requires that credit card readers be capable of reading mag stripe products; and the City requires integration infrastructure for NFC cards and EMV smart card with chip & pin technology.

40.9 System Integrations

Parking Management System / Fixed LPR Hardware / Software Integration:

The PMS proposed within this RFP must integrate with the City's new Parking Access and Revenue Control System (PARCS) solution (to be awarded in August, 2018). This integration must, at minimum, include the following features:

- Ability to send permit / credential information from the PMS to the Parking Access and Revenue Control System including "valid" or "not valid" status which would then permit or deny use of that permit / credential at the entry/exit of the PARCS-controlled facility. The "valid" / "not valid" status should be controlled within the PMS.
 - "Valid" / "Not Valid" status must be based on the day of the week and hour of the day.
- Ability for PMS to pull data from the fixed LPR units and AVI in the PARCS and utilize that data within the PMS.
- Ability for PMS to analyze the credential data being received from the mobile LPR units as well as the fixed LPR units and AVI from the PARCS and monitor multiple-use scenarios (i.e. two vehicles registered to the same account; vehicle #1 is scanned by mobile LPR in a surface lot, then vehicle #2 is scanned attempting to enter a PARCS-controlled facility w/fixed LPR; system denies entry of vehicle #2 without paying hourly since both vehicles from the same account have been monitored on campus simultaneously).

- Ability for PMS to pull vehicle counts from PARCS and display in a vehicle count dashboard, along with vehicle count data from PMS's mobile LPR units.

A new City-owned parking garage is currently under construction and is scheduled to open in early-2019. The chosen solution will be installed in this garage and the new PMS solution proposed in this RFP.

The awarded PMS solution must also provide an open API for connectivity to other resources that may be required or desired in the future as the needs of the City change and as technology continues to evolve.

40.10 Munis, Elavon, and Paymentis Integration

The City currently uses Munis Enterprise Financial System, Elavon Credit Card Processor and Paymentis. It is critical that the PMS integrate with these platforms so data can be shared between the various systems. Representatives from the City's Finance Department will provide additional guidance and direction to the selected vendor.

40.11 DMV Lookup Integration:

The proposed PMS must have integration with the NC DMV as well as the other 49 states and US territories to allow vehicle information lookups based on license plates or VINs.

40.12 Genetech AutoVu Integration

The proposed PMS must have integration with the Genetech AutoVu Mobile LPR system using the back-end, allowing parking session data from various data sources to be imported in to the PMS so the mobile and fixed LPR units will know which vehicle is paid and which is non-paid/expired. Additionally, the integration should allow financial data to be imported in to the PMS for unified financial reporting of the entire parking system.

40.13 IPS M5 Smart Meter Integration

The proposed PMS must have integration with the IPS M5 Smart single-space meters using the back-end, allowing parking session data from the meter to be imported in to the PMS so the mobile LPR units will know which vehicle is paid and which is non-paid / expired. Additionally, the integration should allow financial data to be imported in to the PMS for unified financial reporting of the entire parking system.

40.14 Parkeon Strada BNA Multi-Space Meter Integration:

The proposed PMS must have integration with the Parkeon Strada BNA multi-space meters using the back-end, allowing parking session data from the meter to be imported in to the PMS so the mobile LPR units will know which vehicle is paid and which is non-paid / expired. Additionally, the integration should allow financial data to be imported in to the PMS for unified financial reporting of the entire parking system.

40.15 Passport Mobile Payment Integration:

The proposed PMS must have integration with Passport mobile payment, allowing parking session data from Passport to be imported in to the PMS so the mobile LPR units will know which vehicle is paid and which is nonpaid/ expired. Additionally, the integration should allow financial data to be imported in to the PMS for unified financial reporting of the entire parking system.

The Proposer is required to provide a list of all mobile or pay-by-phone payment providers that the PMS has established integrations.

40.16 Real-Time Parking Information

The Parking Management System shall provide real-time information on parking availability to City staff and the general public (whether on-street, surface lot, or parking garage) of City-owned parking spaces through at least a mobile app for drivers that includes wayfinding. Additionally, information may also be provided via digital signs directing drivers accordingly. The mobile app or apps must be operable on the common mobile device platforms during the duration of the contract (currently, Android and iOS). Additionally, the integration should allow financial data to be imported in to the PMS for unified financial reporting of the entire parking system.

40.17 Dynamic and/or Performance-Based Pricing Capabilities

The Parking Management System shall possess the capability to manage real-time or pre-determined dynamic or performance-based parking capabilities as established by the City, based on real-time demand levels and locations. Additionally, the integration should allow financial data to be imported in to the PMS for unified financial reporting of the entire parking system.

40.18 Curbside Management Capabilities

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

40.19 Addition of Other Parking Facilities

The Parking Management System shall possess the capability to add non-city owned (privately-owned) parking assets. Proposers should address how this would be managed and implemented as part of its response to the RFP.

40.20 Import / Export

The PMS software will provide the administrator the ability to import data into multiple tables using Excel or a csv file. The application will also provide a method where selected data is pulled from the tables and presented in Excel or a csv file.

40.21 Parking Meter Reservations

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

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

40.22 Special Event Parking Management and Reservations

The City would also like to integrate an Event Parking Reservation System that will allow visitors attending downtown events to easily pay to park via License Plate Recognition, a self-printed barcode event voucher and/or mobile QR code, to integrate with future PARCS system and the proposed Wi-Fi point of sale handhelds to be used by the event staff. This system shall allow for online reservations via pre – purchased permits or season ticket parking passes as well as a VIP module for important guests.

40.23 Other Desired Integrations:

The following is a list of other desired integrations that would be beneficial to the Office of Parking Management. Vendor should describe if they currently have these integrations, how the integration functions or a development roadmap if the integration is not yet available:

Municipal Citation Solutions (VATS) Integration: Integration with the current Parking Enforcement system would be needed for historical data purposes if a direct data migration at time of setup and configuration is not possible.

1. The Parking Management System 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.
2. The Parking Management System 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 system. The PMS 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
 - cc. Total Gate Vends (entry and exit) by facility, by lane
 - dd. Differential Count by facility
 - ee. Hourly Peak Occupancy reports
3. 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.
 4. The system shall offer dynamic pricing structure that can be changed on an as-needed basis.
 5. The City and parking management staff shall remotely adjust parking pricing structures.
 6. The system shall log and track rate changes and major activities so that audit reports can show when and by whom changes were made.
 7. The system shall add future Off-Street parking facilities (structured parking or surface lots) and offer all PARKING MANAGEMENT SYSTEM features and services at the new facilities.
 8. 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.
 9. 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.
 10. Under no circumstances, except acts of nature, the PARKING MANAGEMENT SYSTEM 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.

11. 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.
12. After issues are addressed or fixed, alarms should be remotely reset.
13. 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.
14. The system shall provide remote management of entry/exit lane equipment including payment devices.
15. 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.
16. The system shall track parking occupancy counts in the various parking areas and display vacancy counts in the back-office software platform.
17. 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.
18. 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 PARKING MANAGEMENT SYSTEM can integrate with the On-Street parking and citation management system as single system operating from the same PARKING MANAGEMENT SYSTEM.
19. Credit card types accepted by the PARKING MANAGEMENT SYSTEM 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.
20. All parking equipment shall be hardwired or wirelessly networked via cellular network and connected to the PARKING MANAGEMENT SYSTEM. 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.
21. If a cellular network is used, the City requires a minimum of two (2) options for cellular communication providers.
22. Successful proposer shall have at least two (2) technicians on-site during installation of all PARKING MANAGEMENT SYSTEM and related equipment.
23. 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.

24. The successful proposer shall test and initiate the system and other implementation measures before the City will start system acceptance tests.
25. 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.
26. 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.
27. 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.
28. 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
29. 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.
30. Any fiber-optic data or fiber-optic voice communications installation shall be performed by technicians certified for fiber-optic installation.
31. 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.

40.24 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 PMS 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 PMS 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 Parking Management System software.
6. Parking Management System shall provide role-based access control using the principle of least privilege for all system functions including system administration and security administration.
7. Parking Management System shall provide a variety of reports to include financial, technical, and administrative functions via a single web-portal.
8. Parking Management System 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 Parking Management System. All software licenses shall be registered to the proposer and the City will not accept any software license terms and conditions.
10. The Parking Management System 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.

40.25 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.

40.26 Parking Management System Data Migration

1. Contractor shall convert all data in the City's Division of Parking Management's existing Monthly Parking Permit Management system, including billing, access control, registration, waitlist, etc.
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.

40.27 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 Parking Management System (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 Parking Management System (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 PARKING MANAGEMENT SYSTEM 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.

40.28 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 Parking Management System. The Implementation Plan shall be a complete plan for implementation, training and testing and shall include provisions for the new Parking Management System 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 Parking Management System 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.

40.29 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 Parking Management System 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.

40.30 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.

40.31 System Updates

1. System updates shall consist of all actions necessary to incorporate hardware and software updates in the Parking Management System 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 Parking Management System 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.)

40.32 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.

40.33 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.

40.34 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.

40.35 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.

40.36 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.

40.37 Quality Control and Validation

- The system shall generate an electronic log for correspondence activity. Information in the log shall include but not be limited to the initial daily count of correspondence envelopes and documents, the total number of electronic images scanned, the number of correspondence transactions performed, the daily end balance in each queue, and the number of cases worked. The City shall indicate information to be included in the log and how these numbers shall be generated. The Contractor shall provide authorized City personnel access to this daily log.
- The system shall index all images to their corresponding parking citation and/or parking permit records.
- The proposed solution should allow City staff to scan all documents received as correspondence, including envelopes, into the imaging system and shall validate all images to ensure all information—including but not limited to legible postmarks, mailing address, and return address—are captured in the imaging process.

40.38 Beta Field Testing

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 one 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 down time.
- 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
 - 7. Act of God.

- 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, responsibly 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 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.

40.39 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.

40.40 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

40.41 Quality Assurance

1. All Parking Management System components and their installation shall comply with all laws, ordinances, codes, rules, and regulations of public authorities having jurisdiction over this part of the work. It shall be the responsibility of the Contractor to meet these and all other current technical, performance, and safety standards that are applicable to all components and to the entire system, even when not specifically referenced. It shall be the Contractor's responsibility to obtain any and all permits that are required to complete this work.
2. The Parking Management System shall be an open-architecture system where all interfaces (hardware and software) conform to national and International Organization for Standardization (ISO) standards.
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.

40.42 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.

40.43 Online Customer Portal

The desired Parking Management System 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.

40.44 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.

40.45 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. Describe how customer information is used, retained and discarded by third-party entities.
4. Detail any limitations/issues regarding the willingness or ability to interface/integrate the proposed system with other 3rd party automated systems.
5. Please indicate if your firm offers an interface engine product and/or describe your experience with 3rd party interface engine products and the proposed system.
6. If customization is required, describe how this will affect the cost, timeline for development, and support after implementation of the interface.

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

Section 50. Compensation Amount and Schedule:

Compensation will be ultimately negotiated with the selected vendor and determined based on the proposal submitted by the selected vendor, if and when the City makes a recommendation of award.

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
101 City Hall Plaza
Durham, NC 27701

- (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): Monday, July 23, 2018
- Pre-Submittal Conference: Tuesday, July 31, 2018 at 3pm
- Deadline for Written Questions Friday, August 3, 2018 at 5pm
- Addenda (if any) Issue Date Monday, August 6, 2018
- Proposal Due Date: Friday, August 24, 2018 at 3pm
- Finalist Demonstrations and Interviews: Friday, September 7, 2018
- Proposal Evaluation Committee to complete its evaluation, 20 days after previous step.
- 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 October 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 **August 24, 2018**. The proposals should be addressed to:

Thomas Leathers, CAPP, Parking 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 **July 31, 2018 at 3:00pm** 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?
- (m) Training Program – 75 points
- (n) Data Analytics and Core reporting – 100 points
- (o) Proposed Implementation 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 Cloud-Based, Vendor-Hosted Integrated Parking Management System and all associated back office software platforms meet the requirements as set forth in the Scope of Work found in Section 40 of the RFP.

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 Parking Management System and all associated back office software platforms meet the requirements as set forth in the Scope of Work found in Section 40. The technical specifications section shall include the specific specifications of the equipment and software proposed for the City of Durham implementation.
5. Approach and Schedule for implementing the desired Parking Management System.
- 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. Exhibit B contains the Price Sheets.

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 D). 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 (See Exhibit A):

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:

Place where acknowledgment occurred: County of _____, State of _____

Notary's residence : County of _____, State of _____

I, the Notary Public named above, certify (1) the individual named above personally appeared before me this day, (2) I have personal knowledge, or satisfactory evidence, of the individual's identity; and (3) the individual acknowledged signing the foregoing affidavit.

This the ____ day of _____, 20____.

Notary Public

My commission expires:

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.

The Proposer shall include one (1) original copy and eight (8) copies of the proposal and one(1) electronic/digital copy on a portable USB flash drive.

Proposers shall write the following prominently on the outside of the envelope: Cloud-Based, Vendor-Hosted Integrated Parking Management System.

Proposals are to be received no later than 3:00pm on August 24, 2018. 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 Parking Management System proposed for the City of Durham implementation. Please be as specific as you can with the PMS 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 Parking Management System

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 PMS, 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%22ADA@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.

 <p>PARK DURHAM Transportation CITY OF DURHAM</p>	<p>EXHIBIT A Non-Collusion Affidavit Form</p>
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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: _____



PARK DURHAM
 Transportation
 CITY OF DURHAM

EXHIBIT B Pricing Sheets

City of Durham RFP #18-0004 for Cloud-Based, Vendor-Hosted Integrated Parking Management System				
Price Sheet				
Firm Name				
Item	Item Description	Quantity	Unit Price	One Ann N
	Base PMS System (SaaS Su			
	Hosted Environment			
	Enforcement Handheld Software (Android or iPhone)			
	Conversion: Municipal Citation Solutions VATS database			
	Integration: Parkeon			
	Integration: IPS Group			
	Integration: PARCS			
	Integration: Genetech AutoVu LPR Enforcement			
	Integration: Mobile Payment Providers			
	Integration: Munis			
	Integration: Elavon			
	Integration: Paymentis			
	Module: Customer Management			
	Module: Physical/Virtual Permit Management			

	Module: Enforcement/Citation Management			
	Module: Appeals, Adjudications and Hearings			
	Module: Boot/Tow			
	Module: DMV Lookup			
	Module: Cashiering			
	Module: Admin/Audit			
	Module: Reporting			
	Module: Wait-List Management			
	Module: Event Management, including online reservations			
	Module: Billing and Invoicing			
	Module: Customer Communications, including letters, email			
	Module: Parking Wayfinding Applications, including mobile			
	Module: Pre-paid Parking Validations			
	Module: Controlled Parking Residential Area Management			
	Utility: Merge Duplicate Records			
	Utility: Batch Payment			
	Utility: Import/Export			
	Online Customer Portal			
	Customer Contact Info Mgmt			
	Customer Vehicle Management			
	Citation Payment			
	Citation Appeal			
	Citation Hearing			
	Parking Credential (Temporary & Long-Term) Purchasing			
	Invoice/Receipt Lookup			
	Advance Special Event Parking Reservations			
	Pre-paid Parking Validations			
	Online Admin Portal			
	Licensing: 10-15 concurrent users			
	Licensing: 26-20 concurrent users			
	Licensing: Enforcement Devices 10-15 units			
	Licensing: Enforcement Devices 16-20 units			
	Licensing: Special Event Devices 10-15 units			
	Licensing: Special Event Devices 16-20 units			
	Licensing: Enterprise			
	Extended Warranty and Maintenance: Year 1			

	Extended Warranty and Maintenance: Year 2			
	Extended Warranty and Maintenance: Year 3			
	Extended Warranty and Maintenance: Year 4			
	Extended Warranty and Maintenance: Year 5			
	Extended Warranty and Maintenance: Year 6			
	Extended Warranty and Maintenance: Year 7			



[Exhibit C 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.

Sec. 14. State Law Provisions.

(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 143-133.3, 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 in 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>

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.]



PARK DURHAM
Transportation
CITY OF DURHAM

EXHIBIT D
Professional Services
Forms