



Request for Proposals # 274-BMS11-2019

Title: City of Raleigh Performance Management System

Issue Date: May 28, 2019

Due Date: June 26, 2019 not later than 2:00PM ET
LATE PROPOSALS WILL NOT BE ACCEPTED

Issuing Department: *Budget and Management Services*

Direct all inquiries concerning this RFP to:
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1 Introduction

1.1 Purpose

The City of Raleigh (COR) is soliciting proposals from one or more firm(s) with which to contract for the following services: a performance management system that allows for the effective administration and management of the City's Strategic Plan and departmental business plans.

A detailed scope of services is provided in Section 5 of this solicitation.

All information related to this solicitation, including any addenda, will be posted to the North Carolina Interactive Purchasing System (IPS) at:

[https://www.ips.state.nc.us/IPS/.](https://www.ips.state.nc.us/IPS/)

The purpose of this document is to provide general and specific information for use by Vendor(s) in submitting a proposal to supply the City of Raleigh with information technology goods and services as listed above in accordance with **N.C.G.S. 143-129.8**. We will select a qualified Vendor(s) with whom we will develop a mutually beneficial contractual relationship. Our decision to award will be based on our determination of the proposal that offers the best overall benefit to the City, taking into account pricing, maintenance and support, and any value-added services and other factors specified herein. We reserve the right to reject any or all proposals. You are being asked to submit a proposal in a sealed envelope in accordance with the attached specifications and within the terms and conditions herein set forth.

1.2 Background

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

Raleigh is a 21st Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh's existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21st Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

The City of Raleigh is seeking to procure and implement a performance management system to support its strategic planning and performance management efforts. Raleigh's Strategic Plan is a formal document adopted by City Council that translates vision and goals into an actionable strategy that guides the organization's focus, work, and resource alignment. It is a collaborative effort that is led by City Council's vision and leadership, influenced by resident feedback obtained from the biennial Community Survey, reflective of staff contributions, and appropriately aligned with other important efforts such as the 2030 Comprehensive Plan.

The Strategic Plan's six overarching key focus areas and underlying objectives, initiatives, and performance measures allow the City to be transparent about its goals, focused in its efforts, and aware of its results. Raleigh's Strategic Plan is highly collaborative and involves the cross-departmental effort of more than 200 employees.

The City's strategic plan can be found at strategicplan.raleighnc.gov.

Additionally, City of Raleigh departments have individual departmental business plans that show their objectives, initiatives and measures. While these 22 departmental business plans showcase the strategic priorities of the departments, they also show alignment between a department's strategic priorities and the City's Strategic Plan.

1.3 **Request for Proposal (RFP) Timeline**

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the service. All times shown are Eastern Time (EST):

RFP Process	Date	Time
RFP Advertisement Date	<i>Tuesday, May 28, 2019</i>	<i>11:00 AM</i>
Pre-proposal Conference	<i>Not applicable</i>	<i>Not applicable</i>
Deadline for written questions	<i>Wednesday, June 12, 2019</i>	<i>11:00 AM</i>
City Response to questions (anticipated)	<i>Wednesday, June 19, 2019</i>	<i>11:00 AM</i>
Proposal Due Date and Time	<i>Wednesday, June 26, 2019 not later than 2:00 PM</i>	
Evaluation Meeting (anticipated)	<i>Wednesday, July 10, 2019</i>	<i>TBD</i>
Demonstrations (if deemed necessary by City)	<i>Week ending July 19, 2019</i>	
Selection announced and all who submitted Proposals notified by email (tentative)	<i>Week ending July 26, 2019</i>	

1.4 Pre-Proposal Conference

If the City of Raleigh elects to conduct a Pre-Proposal Conference or Site Visit, attendance by prospective proposers is strongly encouraged but is not mandatory. Prospective Proposers are encouraged to submit written questions in advance. Date, time, and location of pre-proposal conference is shown above in Section 1.3, entitled RFP Timeline.

1.5 Proposal Question

It is the Proposer's responsibility to ensure that all addenda have been reviewed and considered in the preparation of its proposal. Requests for clarification and questions to this RFP must be received by the City not later than the date shown above in Section 1.3, entitled "RFP Timeline" for the submittal of written inquiries. The firm's failure to request clarification and submit questions by the date in the RFP Timeline above shall be considered to constitute the firm's acceptance of all City's terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFP, if any, and shall be posted to North Carolina Interactive Purchasing System (IPS). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFP.

It is important that all Respondents submitting to this RFP periodically check the North Carolina Interactive Purchasing System (IPS) for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required signed and returned.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Monica Croskey Chaparro	Monica.Chaparro@raleighnc.gov

Questions submitted via telephone will not be answered.

1.6 Proposal Submission Requirements and Contact Information

Proposals must follow the format as defined in Section 2 PROPOSALS, and be addressed and submitted as follows:

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ALL OTHER MEANS</u>
City of Raleigh ATTN: Monica Croskey Chaparro PO Box 590 Raleigh, NC 27602 RFP 274-BMS11-2019 City of Raleigh Performance Management System	City of Raleigh ATTN: Monica Croskey Chaparro 222 West Hargett Street Suite 311 Raleigh, NC 27601 RFP 274-BMS11-2019 City of Raleigh Performance Management System

Proposals must be enclosed in an envelope or package and clearly marked with the name of the submitting company, the RFP 274-BMS11-2019 and City of Raleigh Performance Management System.

Proposers must submit:

- A. one (1) signed original;
- B. one (1) electronic version of the signed proposal and;
- C. Three (3) hard copies of proposal.

The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a Flash Drive. Both hard copy and electronic versions must be received by the City on or before the RFP due date and time provided in Section 1.3. Proposals received after the RFP due date and time will not be considered and will be returned unopened to the return address on the submission envelope or package.

Any requirements in the RFP that cannot be met must be indicated on Appendix V, "Exceptions to the RFP" and submitted with proposal. Proposers must respond to the entire Request for Proposals (RFP). Any incomplete proposal may be eliminated from competition at the discretion of the City of Raleigh. The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the Firm elects to mail in its response, the Firm must allow sufficient time to ensure the City's proper receipt of the package by the time specified in Section 1.3, "RFP Timeline". Regardless of the delivery method, it is the responsibility of the Firm to ensure that their response arrives at the designated location specified in this Section by the due date and time specified in Section 1.3, "RFP Timeline".

1.7 Rights to Submitted Material

All proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Proposals will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who submit public record requests. *Any proprietary data must be clearly marked.* In submitting a Proposal, each Prospective Proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process.

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

Proposals marked entirely as “confidential”, “proprietary”, or “trade secret” will be considered non-responsive and will be removed from the evaluation process.

1.8 Communications

All communications of any nature regarding this RFP with any City staff, elected City officials, evaluation committee members, are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the individual designated in Section 1.1. prior to the deadline provided in Section 1.3.

Violation of this provision may result in the firm’s proposal being removed from consideration.

1.9 Lobbying

By responding to this solicitation, the firm certifies that it has not and will not pay any person or firm to influence or attempt to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a contract as a result of this RFP.

1.10 Conflicts of Interest

City of Raleigh contracts are controlled by three conflict of interest provisions.

First, federal procurement standards provide in 2 CFR 200.318 (c)(1),

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or a firm which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Similarly, the North Carolina General Statutes provides a *criminal* statute for conflicts of interest in public contracting. N.C.G.S. § 14-234(a):

(1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees. The Charter states:

"No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded or from whom any materials, equipment or supplies may be purchased by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation, for recommending or procuring the uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any contract granting concessionary rights of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person."

1.11 Proposer Expenses

The City of Raleigh will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City of Raleigh and/or its representatives. Further, the City of Raleigh shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the awarding authority for each entity has formally accepted a recommendation.

1.12 Proposer Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise on Appendix V, "Exceptions to RFP" and submitted with proposal. Furthermore, the City of Raleigh is not bound to accept a proposal on the basis of lowest price, and further, the City of Raleigh has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the City of Raleigh's best interests to do so. The City of Raleigh reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the City of Raleigh's best interest. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City of Raleigh.

2 PROPOSALS

Responses must follow the format outlined below. The City may reject as non-responsive at its sole discretion any proposal that does not provide complete and/or adequate responses or departs in any substantial way from the required format.

2.1 Request for Proposals Required Document Format

Responses should be divided using tabs to separate each section, listed sequentially as follows:

Tab 1: Cover Letter

Provide an introduction letter summarizing the unique capabilities of your firm to meet the needs of this service requirement. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Additionally, include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation.

Tab 2: Firm Experience

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar contracts performed in the past three (3) years, accompanied by at least three (3) references (contact persons, firm, telephone number and email address).

Include the total amount invoiced for each listed project, the length of the project, and list of those involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

Tab 3: Financial Information

Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP)).

All financial information, statements and/or documents provided in response to this solicitation shall be kept confidential provided that EACH PAGE is marked as follows: "CONFIDENTIAL – DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION. "

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

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

The firm’s failure to provide any of the above-referenced financial statements may result in the proposal being removed from consideration. Proposers are also encouraged to explain any negative financial information, and to provide documentation supporting those explanations and demonstrating the financial strength of the firm.

Tab 4: Administrative Ease of Use, System Maintenance and Support, and Planning Architecture

Provide a comprehensive narrative explaining the software’s administrative ease of use, system maintenance and support, and planning architecture. See section five (5) scope of services for additional information.

Tab 5: Qualitative Data, Quantitative Data, and Organizational User assignments and tracking

Provide a comprehensive narrative explaining the software’s capabilities accept, track, report, and manage: qualitative data (e.g., initiatives from the strategic plan and departmental business plans), quantitative data (e.g., performance measures from the strategic plan and departmental business plans), and user assignments; please provide details of the permission levels provided by your application. See section five (5) scope of services for additional information.

Tab 6: Ability to Provide Preferred Services

Provide a comprehensive narrative explaining the firm’s ability to address the preferred services. See section five (5) scope of services for additional information.

Tab 7: Cost and Implementation

Vendor should describe the scope and cost of training necessary to make system fully operational. Describe your process for collaborating with our organization on the project plan and the mechanism used to allow our organization to make final changes to that plan.

In a separate sealed envelope provide a minimum of three (3) complete copies of cost schedule. Hourly rates shall be fully burdened to include all costs, all applicable overhead and profit (including lodging, meals, and transportation). Attach any additional pricing details.

The vendor shall complete the cost form in Appendix I as well as the below sheet to provide the estimated cost of service. The City is seeking a minimum of two (2) licenses for system administrators, approximately five (5) licenses that allow for editing capabilities, and approximately 175 licenses that allow for active users who can submit information. The City is also seeking the ability for users that can simply browse the system. In the explanation area for the Software licensing section of the table, be sure to explain the license type; additional information can be attached for additional explanation.

A. Cost Categories	<u>Year</u>	<u>Year</u>	<u>Explanation/Notes</u> <u>(if necessary)*</u>
	<u>1</u>	<u>2</u>	
Set-up and Implementation Costs	\$	\$	
Training	\$	\$	
Maintenance & Support	\$	\$	
Customizations	\$	\$	
Hardware Costs (if applicable)	\$	\$	
Additional Costs (if applicable)	\$	\$	
B. Software Licensing Costs			<u>Explanation/Notes</u>
	<u>Year</u>	<u>Year</u>	
Number of licenses included in base purchase	#: ____	#: ____	
Cost per license for licenses beyond those included in base:			
Quantity (include pricing scheme that covers licenses not included in base to 230 licenses):	<u>Year</u>	<u>Year</u>	<u>Explanation/Notes</u>
	<u>1</u>	<u>2</u>	
(a) #: -	\$	\$	
(b) #: -	\$	\$	
(c) #: -	\$	\$	
(d) #: -	\$	\$	
(e) #: -	\$	\$	
(f) #: -	\$	\$	
(g) #: -	\$	\$	
(h) #: -	\$	\$	

Tab 8: System Access/Data Security

Provide a comprehensive narrative explaining the firm’s ability to address the system access and data security requests as outlined in section five (5) scope of services for additional information.

2.2 RFP Documents

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

3 PROPOSAL EVALUATION

3.1 Proposal Evaluation Criteria (Stage 1)

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

The maximum interview/demonstration points a Proposer can receive is 5 points. The Proposers selected for interviews/demonstrations under this section will be notified in writing of the date and time. The Proposers' interview/demonstrations shall be based solely upon information provided in each Proposer's original proposal. No new information may be presented.

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Administrative ease of use	25		
Ability to track and report qualitative and quantitative data	20		
System maintenance and support	20		
Flexible planning architecture	10		
Proposed Cost	10		
Organizational User assignments and tracking	5		
Firm Experience	5		
Ability to provide preferred services	5		
Total Score (without Interview/Demonstrations)			
Interview/Demonstration (if applicable)	5		
Final Score (with Interview/Demonstrations)			

Score Points

0- Missing or Does Not Meet

Expectation

1- Partially Meets Expectation

2- Meets Expectation

3- Exceeds Expectation

Cost Formula: The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the following formula:

$$1 - \frac{B - A}{A} \times C = D$$

A—the lowest Proposer's cost.

B—the Proposer's cost being scored.

C—the maximum number of cost points available.

D—Proposer's cost score (points).

Note: If the formula results in a negative number (which will occur when the Offeror's cost is more than twice the lowest cost), zero points shall be assigned.

3.2 Interview/Demonstration (Stage 2)

A short-list of firms may be invited to Stage 2 of the evaluation process, the *Interview/ Demonstration*. Interview/demonstrations are an important aspect of the evaluation process that offers the City an opportunity to see how the proposer's solution meets the critical components of the RFP.

3.3 Final Selection

Proposals will be evaluated and ranked according to the criteria and weighted values set forth in section 3.1. Either a final selection for recommendation will be made at this time or the short-list of firms will be invited to participate in Stage 2 of the evaluation process. If Stage 2 is implemented, each firm will be evaluated and assigned a score to determine the best firm for recommendation after which negotiations of a contract with the most qualified firm will commence.

If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. All Proposers will be notified of their standing immediately following the City's decision.

The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

3.4 Notice to Proposers Regarding RFP Terms and Conditions

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

4 CONTRACT TERMS

The Contract shall have an initial term of two (2) years, beginning on the date of the Contract award (the "Effective Date"). At the end of the Contract's current term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of one (1) additional one-year term. The City will give the Contractor written notice of its intent whether to exercise the option no later than ninety (90) days before the end of the Contract's then-current term. In addition, the City reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

5 SCOPE OF SERVICES

Awarded Contractor shall provide services, all as set forth in this RFP and more particularly described in this Section 5. Any additional materials, documentation can be referenced and attached with your submission.

The solution will provide and support the following Performance Management functionality, features, and capabilities:

1. General Functionality of System:

- Administrative Ease of Use: Can be easily administered and managed by staff regardless of technical acumen, including the ability to manage the cancellation, creation, and transfer of user licenses.
- Flexible Planning Architecture: Ability to tailor to the City of Raleigh's strategic plan structure which includes Key Focus Areas, Objectives, Initiatives, and Performance Measures. Ability to have unlimited items at each level. Unlimited key focus areas, objectives, initiatives, and performance measures. System can be customized to use the City's strategic plan labels/nomenclature. Additionally, the ability to tailor to the City of Raleigh's department business plan structure which includes objectives, initiatives, and performance measures as well as financial information at a departmental level for over 20 departments.
- Organizational User Assignments & Tracking: Ability to assign more than one user to a planning item. Ability to provide hierarchical assignments (e.g., lead, support, owner, etc.).
- Workflow and Approvals: Ability to assign appropriate permission levels for different user types and the ability to select what a user can and cannot see and edit. An effective system for delegation, review, submission, approval and/or feedback.
- Qualitative and Quantitative Data: Ability to accept narrative updates for the strategic plan's and departmental business plans' initiatives, including the ability to accept attachments. Ability to accept quantitative data, including attachments, for the strategic plan's performance measures. The ability to create tables and graphs that can be exported to PDF's and external websites.
 - Ability to automatically upload data from excel or other systems into system on a manual and/or scheduled basis.

- Ability to customize reporting periods and provide different reporting periods for individual initiatives and performance measures.
- Weighting and Targets: Ability to weight objectives, initiatives and/or performance measures to represent the contribution they make as individual elements to the overall progress of the strategic plan/key focus area. Ability to set targets/milestones for qualitative and quantitative elements.
- Collaboration & Communication: Includes features that facilitate collaboration by allowing users to collaboratively provide updates. Ability to provide feedback within the system. Automated notifications (reminders & alerts) both in-application and by email for notifications such as when progress updates are due, when items are overdue.
- Reporting: Ability to provide aggregated status and progress update summaries/reports. Automated, real-time, customizable reports:
 - Solution able to provide rollup summaries and reports.
 - Ability to report against the strategic plan or any subset of the plan.
 - Ability to report against individual departmental business plans
 - Ability to custom select report's contents from across the entire strategic plan or any departmental business plan.
 - Ability to save multiple report templates, by individual users.
 - Ability to schedule reports to run and send to designated users as pdf.
 - Ability to import and export quantitative data to/from PowerBI or Excel.
- Historical Data: Ability for users to view all previous updates in chronological order for any objective, initiative, or performance measure they are assigned to (as well as the administrator being able to see all previous updates – system-wide).
- Cloud-Based Software.
- Save Feature: Allows applicants the capability to save information and to return later to complete and/or update applications (auto save preferred). Application should incorporate logic testing to alert users of potentially invalid measure values.

2. Maintenance and Support – Vendor's proposal should provide the following information:

- Are product updates and enhancements released on an annual schedule?
- Are product updates and upgrades mandatory when a new version is released?
- Are there charges for new version releases?
- Do you have telephone, email, and internet-based customer support? Please state your policy for Help Desk support of previous versions/releases.
- How does vendor provide product support, training, and other customer communications? Please describe the services offered (i.e. website, etc.)
- Please provide your service levels of support (i.e. 24/7, etc.)
- List the last 3 versions of your product, their release date, and the date on which each was discontinued and the date on which each was no longer supported.
- Solution must be designed to minimize vendor service hours required to maintain and upgrade system. Explain how.
- What is the cost for Annual Maintenance and what does it include?

3. **Implementation and Project Management** – The vendor must provide a full description of the services and processes that will be undertaken to implement the complete Performance Management System in the most efficient, timely and comprehensive manner and should include the following information:

- Vendor must adhere to best practice project management methodology.
- Selected vendor should facilitate a proven implementation process that can be completed with a simple implementation methodology.

4. **System Access/Data Security** – Software solution will allow for the following system access and data security:

- Software provides an audit trail with user id and date/time stamp for adds/changes/deletes made to application elements such as program descriptions, objectives, and measures.
- Must protect the database from illegal access
- Must restrict access to employee data through application security at various levels (e.g. Manager/Supervisor or Reviewer, etc.)
- Provide password encryption for employee access
- Support function-level security access privileges (some functions may be available to specific user-groups), including field level for sensitive data.
- System should be accessible reliably. If hosted, please show system's uptime statistics.

If hosted/cloud solution, please complete below:

- Identify Management: Provider must have its own identify management system to control access to information and computing resources. Please provide details of these controls.
- Physical and personnel security: Provider must ensure that physical machines are adequately secure and that access to these machines as well as all relevant customer data is not only restricted but that access is documented. Please provide details of these controls.
- Application security: Provider must ensure that applications available as a service via the cloud are secure by implementing testing and acceptance procedures for outsourced or packaged application code. It also requires application security measures be in place in the production environment. Please provide details of these controls.
- Architecture and software isolation: The cloud provides services via an abstraction layer – a web portal. Behind this abstraction layer is a hidden world of complexity that includes firmware, hypervisors, operating systems, virtual machines, user portals, charge back and metering systems, provisioning, orchestration and other essential functions. Much of this functionality and its supporting software don't typically exist within IT infrastructures. By adding new functionality and software to the architecture, what is known as an attack surface emerges. From a security and privacy perspective, it is important for the provider to detail how he will protect the City's data from this. Please provide details of these controls. Another area for concern is how the provider handles software isolation. This is how data is set-up and shared across databases and common

application platforms, particularly in multi-tenant applications. All public sector cloud data must be isolated from shared systems, databases and applications. Please provide details of these controls.

- Data storage and protection:
 - Provide all locations of where the City's data will be stored (geographical locations) to include host sites in case the system failure.
 - List the type of encryption used to secure the data
 - Provide a copy of the procedure for regulating access to the data
 - Provide a list of formats that the data can be stored and converted
 - Provide Data backup schedules
- Data Availability
 - Provider must assure the City that they will have regular and predictable access to their data and applications. The vendor will have a method of providing continued operations for the City if the vendor's operations are suddenly shut down. Additionally, the provider must have a method to return all data to the City if the provider goes out of business or is shut down. Please provide details of these controls.
 - Business continuity and data recovery: Provider must have business continuity and data recovery plans in place to ensure that service can be maintained in case of a disaster or an emergency and that any data loss will be recovered. These plans must be provided to the City.
- Compliance & Privacy
 - City data will not be used for vendor advertising or other promotional purposes. City data will not be sold to third parties. Please provide details of these controls.
 - Provider has the ability to preserve, identify, collect, process, analyze and produce all forms of electronic files. All public sector cloud data must be discoverable in accordance with state and federal laws.
 - Provider must comply with North Carolina statutes when dealing with legal issues, such as Contracts and E-Discovery, which may vary by state. Providers must also comply with the North Carolina Municipal Records Retention and Disposition Schedule.
 - In addition to producing logs and audit trails, provider must work with the City to ensure that these logs and audit trails are properly secured, maintained for as long as the City requires, and are accessible for the purposes of forensic investigation (e.g., e-Discovery).
 - Because so much of what's behind the cloud is hidden, the City may need to conduct an audit or review past performance and certifications to gain a degree of trust as to what is going on within the infrastructure where our data will reside. It is critical that the provider allow for external audits. Many cloud providers do not allow customers to enter their data centers. In that case, it is important that they have provisions to allow external auditors to access the facilities. Please provide details of these controls.

5. Preferred Vendor Services:

The City will give strong consideration to solutions providing the following elements which are preferred but not required:

- Ease and speed of proposed solution's design, configuration, and implementation with minimal disruption to business processes.
- Simplicity of proposed solution's pricing and licensing.
- Ability for to create internal and external facing dashboards automatically uploaded with qualitative and qualitative data from the system.
- Single-Sign on Access for City employees to access the solution.

**APPENDIX I
Proposal Cost Form**

Awarded Contractor shall perform the services to be performed as set forth in this RFP and more particularly described in Section 5 for a not to exceed total amount of

\$ _____.

Proposer shall attach proposal cost breakdown to Appendix I – Proposal Cost Form.

Firm Name: _____

Authorized Signature _____ Date _____

Signed by: _____
[Type or Print Name]

Title of Signer: _____

APPENDIX II

PROPOSER QUESTIONNAIRE

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

Company Name:		d/b/a (if applicable)	
Street / PO Box:			
City:		State:	Zip:
Phone:	Fax:	E-Mail:	
Website (if applicable):			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other			
Number of years in business under company's present name:			
Fed Tax ID #:		DUNS #	
Are you certified with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/>			
Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work? YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS Are/will you be properly insured to perform the work? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
Contact for this Contract:		Title:	
Phone:	Fax:	E-Mail:	
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references. PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.			
1.	Company:		
	Contact Person:		Title:
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
2.	Company:		
	Contact Person:		Title:
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
3.	Company:		
	Contact Person:		Title:
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
4.	Company:		
	Contact Person:		Title:
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
5.	Company:		
	Contact Person:		Title:
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
The undersigned swears to the truth and accuracy of all statements and answers contained herein:			
Authorized Signature:			Date:

APPENDIX III

City of Raleigh

City of Raleigh Performance Management System Reference Questionnaire

The City of Raleigh, as a part of the RFP, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of services and provide assistance in the evaluation process.

The Proposer is required to send the reference form (the following two pages) to each business reference listed on Proposer Questionnaire. The business reference, in turn, is requested to submit the Reference Form directly to the City of Raleigh Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response. It is the Proposer's responsibility to verify their references have been received by the City of Raleigh Point of Contact by the date indicated on the reference form.

City of Raleigh
RFP 274-BMS11-2019 City of Raleigh Performance Management System

REFERENCE QUESTIONNAIRE

(Name of Business Requesting Reference)

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, **Monica Croskey Chaparro**, via email to monica.chaparro@raleighnc.gov no later than **5:00 p.m. ET, July 8, 2019** and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Raleigh, Point of Contact above.

Company Providing Reference

Contact Name and Title/Position _____

Contact Telephone Number _____

Contact Email Address _____

Questions:

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments: _____

2. How would you rate this company's knowledge and expertise?

3= Excellent

2= Satisfactory

1= Unsatisfactory

0= Unacceptable

Comments: _____

3. How would you rate the company's flexibility relative to changes in the scope and timelines?

3= Excellent

2= Satisfactory

1= Unsatisfactory

0= Unacceptable

Comments: _____

4. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by the company?

3= Excellent

2= Satisfactory

1= Unsatisfactory

0= Unacceptable

Comments: _____

-
-
5. How would you rate the dynamics/interaction between the company and your staff?
 3= Excellent 2= Satisfactory 1= Unsatisfactory 0= Unacceptable

Comments:

6. Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____	Rating: _____

Comments:

7. With which aspect(s) of this company's services are you most satisfied?

Comments:

8. With which aspect(s) of this company's services are you least satisfied?

Comments:

9. Would you recommend this company's services to your organization again?

Comments:

APPENDIX IV

CONTRACT STANDARD TERMS AND CONDITIONS

The contract terms provided herein shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City of Raleigh reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City of Raleigh contract provisions.

1. Compensation; Time of Payment
The standard City of Raleigh payment term is NET 30 days from the date of invoice. For prompt payment all invoices should be emailed to (accountspayable@raleighnc.gov) or mail to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the Purchase Order Number. Invoices submitted without the correct purchase order number will result in delayed payment.
2. Workmanship and Quality of Services
All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.
3. Non-discrimination
To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.
4. Minority or Women Owned Business Enterprise
Pursuant to North Carolina General Statutes §143-128.2 et seq. and §143-131, and in accordance with City policy, the City of Raleigh encourages and provides equal opportunity for certified Minority and Women-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include - Professional Services; Goods and Other Services; and Construction. The prime contractor will be required to identify

participation of MWBE businesses in their proposal, and how that participation will be achieved.

The City's goal is to contract, and sub-contract, fifteen percent (15%) of the contract amount to Certified MWBEs on construction projects of \$300,000 or more, or contracts of \$100,000 or more that include any State funding.

If there are any questions regarding the MWBE program, contact the City's MWBE Program Manager at 919-996-4330 or at mwbe@raleighnc.gov.

5. Assignment

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

6. Applicable Law

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

7. Insurance

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

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

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

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

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

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

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

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse City of Raleigh as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

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

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

8. Indemnity

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

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

9. Intellectual Property

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

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

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

10. Force Majeure

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

11. Advertising

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

12. Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in

timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

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

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

13. Laws/Safety Standards

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

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

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

Contractor shall effectively manage their safety and health responsibilities including:

A. Accident Prevention

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

B. Environmental Protection

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

C. Employee Education and Training

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

14. Applicability of North Carolina Public Records Law

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

15. Miscellaneous

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

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

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

16. Right to Audit and Access to Records

1. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
2. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
3. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
4. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
5. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
6. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
7. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.

17. E – Verify

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

18. Iran Divestment Act Certification

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX V EXCEPTIONS TO RFP

Check one: NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP. EXCEPTIONS ARE LISTED BELOW:

#	RFP Page #, Section #, Appendix #	Exceptions [Describe nature of Exception]	Explain why this is an issue	Proposed Alternative	Indicate if exception is negotiable (N) or non- negotiable (NN)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFP AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.

Firm:	Authorized Signature	Title:
Printed Name of Signer		Date: