



REQUEST FOR PROPOSALS TITLE PAGE
Include This Page as the First Page in Your Proposal Response

City of Lynchburg, Virginia
Procurement Division

Proposal Title: **Permit and Parking Citation Management System**

This is the City of Lynchburg's Request for Proposals No. 15-951, issued November 25, 2014 Direct inquires for information to: Lisa Moss; Phone: 434-455-4228; Fax: 434-845-0711. All responses to this solicitation shall be in strict accordance with the requirements set forth in this bid document and the ensuing contract documents.

All requests for clarification of or questions regarding this request for proposal must be made in writing, by email to lisa.moss@lynchburgva.gov and received by **2:00 p.m., December 29, 2014**. Any alteration or changes to this Request for Proposals will be made only by written addendum issued by the City of Lynchburg, Procurement Division.

Sealed proposals will be publicly accepted prior to **4:00 p.m., January 8, 2015**, however only the names of firms responding will be available for announcement. Proposals received after the stated due date and time shall not be considered. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal stamped by Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. All Offerors are responsible for obtaining issued addenda from the City's Purchasing Division website: <http://www.lynchburgva.gov/current-solicitations>.

Acknowledge receipt of addenda here: No. _____ Date: _____ No. _____ Date: _____

Submit Proposals: **BY MAIL, GROUND DELIVERY, OR HAND DELIVER TO:**

Procurement Division
Third Floor City Hall
900 Church Street
Lynchburg, Virginia 24504

Information the Offeror deems Proprietary is included in the proposal response in section(s): _____

See Paragraph B. on page 2 for guidelines on submitting proprietary information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Indicate which services you are requesting pre-qualification for below. Sign in ink and type or print requested information.

Full Legal Name of Offeror: _____

Fed ID OR SOC. SEC. NO.: _____ Date: _____

Address: _____ Phone: (____) _____

_____ Fax: (____) _____

Signature: _____

Typed or Printed Name, Title

1. SUBMISSION OF PROPOSALS

- A. **An original (1), so marked, and (5) copies, so marked, for a total of (6)** of your proposal document are required. In addition, one (1) copy of proposal in an electronic format (ie: Disk, Flash Drive or CD) in Microsoft Word format or PDF file format must also accompany your proposal. The City will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the City will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the City to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.
- B. Submission of Proprietary Information: Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however the Offeror must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary (Section 2.2-4342F of the Code of Virginia). **Offerors shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary.**

References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.

- C. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- D. The City reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors. Any contract resulting from this Request for Proposal shall not be exclusive to the Successful firm. The City reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in their best interest.
- E. By submitting a proposal response, the Offeror agrees that the proposal response will not be withdrawn for a period of 90 days following the due date for proposal responses.
- F. By submitting a proposal response, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the City.
- G. By submitting a proposal response, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontracting firm in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.
- H. The City will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal response. All proposals submitted will become the property of the City.

2. GENERAL INFORMATION AND OBJECTIVE

The City of Lynchburg, VA is located in central Virginia with a population of 78,000 people in a 50 square mile radius. The Parking Management department for the City oversees both on-street and off-street parking in the downtown central business district. The City operates permit and pay by space parking in 15 surface lots totaling 450 spaces and three parking decks totaling over 1,000 spaces. The on-street parking component is comprised of 1100 parking spaces and is regulated through time limit signage. On average there are 5800 parking violation citations issued in our fiscal year. In addition to citation issuance, the Parking Management department sells and distributes over 1000 permits for residential use, reserved parking, general employee parking, and for temporary uses.

At this time the City is seeking proposals from qualified companies, hereby referred to as the “Vendor,” to provide a permit and parking management software component for the administration and financial tracking for the City’s Parking Management Department. The City intends to select a proposal on the basis of qualifications, completeness of the proposal price, and other pertinent factors listed in this proposal. The Vendor will be required to accept a contract with the City for this work.

I. Current Operating System

The City of Lynchburg Parking Management Department has been under contract for the past five years with Duncan Solutions to host our parking management services. Along with the software component, Duncan AutoPROCESS, the City has three Duncan VM pay-by-space pay stations in operation. At this time, the City does have plans to expand our multi-space payment solution and pay-by-phone component.

Currently, citation and permit data is managed and maintained in the Duncan solution, with data from handhelds uploaded on a daily basis from a City personal computer to Duncan’s hosted solution. Data, including citation and payment information, is also exported from Duncan’s hosted solution on a daily basis, and this data is imported into the City’s parking ticket management system and financial system (from New World Systems, utilizing an IBM iSeries/DB2 platform) and the Police Department’s records management system. The City is currently migrating off the iSeries platform. For some short period of time, data from the selected vendor’s solution may need to be imported into the iSeries environment. However, once the iSeries platform is retired, data from the selected vendor’s solution must be interfaced to New World’s financial system running on a Microsoft .Net platform, including the MS SQL Server 2012 database management system.

The database management system used by the hosted service must allow for the City to extract or export data in CSV or XML format for import or integration into the City’s Microsoft SQL Server environment.

II. Web-Based System Hosted Technical Requirements

- 1.) All proposals must be for a vendor/contractor hosted, web-based, software service solution. All equipment required for the solution must be housed in a secure site and vendor must have a backup plan for system outages; such as redundant servers with failover capability.
- 2.) Solution must be able to securely encrypt data during the transmission process and provide protection to prevent unauthorized access.
- 3.) Solution must provide web-based remote access compatible with Microsoft Internet Explorer version 9.
 - a. Be able to provide administrator-level security access to monitor and manage users, data, workflow, and internal processes.
- 4.) System maintenance must not be scheduled during normal working hours Monday – Friday, 6:00 a.m. – 6:00 p.m. EST.

- a. Upgrades and preventative maintenance scheduling should be after hours and remotely handled, so that little to no down time is experienced.
- 5.) Solution must provide adaptability and customization able to meet the evolving industry needs and practices. Customization capabilities should be flexible with relative ease of implementation.
- 6.) The database management system used by the hosted service must allow for the City to extract or export data in CSV or XML format for import or integration into the City's Microsoft SQL Server environment.
- 7.) The City must have the ability and right to access the data housed in the hosted solution for the purposes of data extraction and export.
 - a. The data in the solution is owned by the City, and City has right to copy the data, and vendor must destroy data once copied upon contract termination.
 - b. Vendor agrees to willingly cooperate in a timely fashion in any FOIA or legal discovery proceedings.
 - c. City retains right to audit or inspect vendors hosted environment to validate its security and disaster recovery requirements are being met.
 - d. Vendor must notify City within 12 hours of any data breach that involves City data.

3. **SCOPE OF SERVICES**

Vendor's proposal will include all aspects related to the furnishing, delivery, installation, and implementation of city wide permit and parking citation management system. The proposed system will provide a permit and parking citation management solution that will include a fully- integrated software system that can convert and import our existing data (Section II: Current Operating System). The complete parking conversion will transfer the existing database of all existing customer records (e.g., parking citations, fines, permits, customer notes, financials, letter history, etc...) to the new system.

Vendor bids must include pricing to completely provide service for a remotely-hosted parking management solution. The system will provide a Vendor-supported database that will allow for the following minimum requirements of the City listed in the proceeding sections. If there are requirements that the software system does not meet, Vendor must indicate whether the requirement is planned for the future or is a "custom" solution to the standard available options. If future is indicated specify the version and release date. If "custom" is indicated provide time and cost estimates.

Section 1: General Software Requirements

- 1) Employ a fully relational database that allows data to be manipulated, linked, and queried.
- 2) Ability to disable fields, define fields as required, change field titles, and associate default values.
- 3) Capability to function over a secured connection via the internet.
- 4) Provide an interface with the State of Virginia DMV using FTP technology, or a suitable alternative, to send inquires to and receive back registered owner name and address information on a monthly basis.
 - a. Optional, but not required in proposal: Ability to import state vehicle registration information from all other United States vehicle registration departments including Alaska.
- 5) Ability to automatically link registered DMV individuals to their license plate(s) in the system.
- 6) Licenses for up to six operators to utilize software concurrently at various locations.
- 7) The software must allow for a wide range of user access control that varies by security from read-only to complete insert/edit/delete capability anywhere in the software system.
- 8) The system must provide a tracking/auditing trail of modifications/transactions executed by a particular user.
- 9) The system must allow for the creation of a profile for each individual user detailing the access rights as defined by administration.
- 10) Provide the ability to manually enter citations by keyboard entry and/or interface with a handheld citation issuance solution.
- 11) Display and manage detailed violation information including fine amounts and allow users to modify any changes to violation codes and fine amounts in software as needed.

- 12) Ability to enter unlimited history and comments on customer, vehicle, and citation records.
- 13) Display and manage detailed status information regarding balance due, administrative holds, adjustments, voids, dismissals, warnings, etc.
- 14) Ability to track all changes and adjustments made to a citation to a specific individual including a detailed history of changes made with date/time and comments.
- 15) Ability to enter payment by keyboard, barcode scanner, and file import from an external encoding process.
- 16) Allow for the pre-payment of citations not currently in the system.
- 17) Ability to establish and manage payment plans on customer accounts.
- 18) Support the attachment of scanned documents, digital images or other electronic items to a customer account.
- 19) Ability to reassign citations to a different customer. For example, from vehicle leasing company to vehicle lessee.
- 20) Ability to track and define scofflaws and download scofflaw information to handheld citation units.
- 21) Generate and print, by user or automatically, various letters and notices of intent, either automatically or manually, for one or for multiple citations while maintaining an audit trail/letter history.
- 22) Ability to automatically assess escalations to citations meeting criteria without the user initiating the process.
- 23) Ability to scan a bar-code printed on citations generated from a handheld ticket writing device to facilitate rapid data entry and retrieval.

Section 2: Citation Administrative and Court Appeal Process Review Capabilities

- 1) Put citation on hold (no further accumulation of late fees or notices or transfers to a collection agency) but payments can be accepted while appeal is in process. System to check eligibility for appeal against criteria that includes citation has not been paid and request is made within the time period to appeal.
- 2) Attach digital pictures, files, or scanned documents to the appeal record and enter comments for reason of administrative review and review decision.
- 3) Ability to choose or select an appeal action to indicate appeal outcome.
- 4) Allow for the adjustment of the citation's final amount due by an authorized person to keep track of all adjustments made to the record.
- 5) Ability to apply court filing fees based on amount of judgment.
- 6) Ability to apply process server fees for court appointed representatives.
- 7) Ability to define a docket (hearing date and time), or reschedule hearing dates and times.
- 8) Allow for user-defined appeal types (in person, written).
- 9) Print and send letters defining hearing parameters for court dates.
- 10) Provide aged tracking report of citations on administrative review.
- 11) Any fees associated with the administrative and court appeal processes should be able to be reflected on a customer statement of account and generated into a letter format.

Section 3: Payment and Cash Management Capabilities

- 1) Ability to track all transactions by cashier.
- 2) User-defined payment methods (i.e. cash, credit card, check, money order) with fields for check number, credit card number and/or authorization number.
- 3) Generate a payment receipt either through a pdf document or a stand-alone printer device that clearly identifies transactions and/or items purchased.
- 4) Posting of payment receipts on customer accounts, license plates and citations.
- 5) Capability to mark return check receipts, and associated fees, send customer-defined standard return check notifications.
- 6) Ability to accept full and partial payments. Continue scheduled notice mailings for partial payments until balance is paid in full or transferred to a collection agency.
- 7) Ability to add multiple items from the same or different customer accounts into one payment option.
- 8) Ability to enter payments before citation information has been imported from handheld ticket-writers and has information automatically updated when the citation is later uploaded from the handheld ticket-writer.

- 9) Provide an online payment solution that is able to update paid citations in the system automatically.
- 10) Ability to void the payment after receipt is processed and ability to repay once voided.
 - a. In this case we would like the ability to reverse payments and re-apply them if needed to adjust possible errors.
- 11) Complete drawer close-out process with detailed reconciliation report that includes a drawer tracking number.
- 12) Ability to establish payment plans and a process for tracking accounts to ensure payment in full.
 - a. Provide a report that designates payment plans and their status.
- 13) Ability to apply overpayments as account deposits or of similar financial defined, to customer accounts and has the capability to issue refund checks in those amounts.
- 14) Capable of separating/distinguishing more than one designated general ledger account and making payments towards that particular account (i.e. a payment towards a citation amount and a court processing fee – two separate GL accounts).

Section 4: Task Scheduling

- 1) Ability to create and execute system tasks on a scheduled daily and/or monthly basis.
- 2) Support execution of pre-defined tasks such as escalating fines, generating letters, data imports/exports, etc.
- 3) Ability to perform user-defined tasks for generating reports, data import/exports, etc.

Section 5: Notice and Letter Generation Manager

- 1) The software must provide a method to allow for the processing/printing of customer and citation notices of intent. Each letter must be defined by specific conditions in order to trigger the printing of each standard letter type for a particular citation or customer. At a minimum, the following letter types must be available in the software module:
 - a. Unpaid Citation Notices (i.e. Second Notice and Third and Final)
 - b. Customer Balance Statements
 - c. Final Demand of Payment
 - d. Vehicle Boot/Tow Notification
 - e. Installment of Payment Plan
 - f. Return Check or Non-Sufficient Funds
 - g. Hearing Notification/Results Notices
 - h. Administrative Review
- 2) Allow the user to define/create different types of standard letters. For each type of standard letter the software must allow the user to print only one letter applicable to only one citation or customer or the complete “batch” of that type of letter for all applicable citations or customers when certain user-defined conditions are met.
- 3) Provide a detailed history on customer accounts that specifies type of letter generated and date/time of print date. A copy of the letter should be available to view by the user.
- 4) Allow certain defined fields in each standard letter type to be automatically filled in by accessing data in the database file at the time of printing and/or allow entry of specific data not available in the database. At a minimum, the letters should be able to display the following data from the database:
 - a. Customer name and address
 - b. Letter Date
 - c. License Plate Number and State
 - d. One or More Citation Numbers
 - e. Citation Violation Type (i.e. meter violation, improper parking, where prohibited by sign, etc.)
 - f. Issuance Date and Time of Citation
 - g. Amount Due
- 5) Allow letters to be printed on a standard printer that can be accessed via a local or network printer.
- 6) Ability to reset letter dates and re-run if letters were generated in error.

- 7) Ability to put automatic comment entry when all letters and notices are generated.

Section 6: Report Generation

- 1) The software must be capable of producing pre-defined reports related to citation activity and possess the capability to produce those reports based on user-defined criteria.
- 2) The software must be able to produce a wide range of reports related to financial functions, appeals, asset management, citations, customers, events, payment plans, vehicles, collections, etc.
- 3) Monthly and daily accounts receivable report of citations paid during a specified date range. This includes a detailed report of all activity for a given cash drawer on a given day by a transaction type and account.
- 4) An officer-specific report containing citations written by location, time of day and violation type during a specific time period.

Section 7: Query Manager

- 1) The software must include a query manager that can be used for query building, data export, and posting.
- 2) A query viewer should be available that includes the name of the query, description, and if the query is associated to a task.
- 3) Ability to maintain queries. Maintenance items include the ability to view, edit, export, import, clone, and delete queries from the query viewer.
- 4) Query builder that allows users to create a new query. A wizard should guide the user through the query creation process.
- 5) Instruction guide on how to use the query.
- 6) Ability to use a query to edit data in batch form.

Section 8: Data Import / Export

- 1) The software must be capable of creating CSV or XML file formats that accommodate data import/export between all aspects of the parking citation management system and external agencies (i.e. State DMV's).
- 2) Handheld ticket writer data must be capable of downloading over a Bluetooth wireless connection, or through a secured web-based application.
- 3) Data stored in the existing system (Section II: Current Operating System) must be converted by the vendor and imported into the new system.
- 4) Provide a detailed report of how our current system information will be migrated to the proposed system. In that report, indicate the City's responsibility for data extraction including, but not limited to, estimated timeline for completion, costs associated with this process, and references of existing customers that your company has successfully migrated from our current software provider.

Section 9: Web Solutions

- 1) Ability to offer web development solutions for e-commerce functionality.
- 2) The e-commerce website must integrate with the database to allow for searches by license plate and citation number.
 - a. Ability to display individual violations on a license plate and fines owed.
- 3) The e-commerce solution should offer packaged solutions and custom development options.
- 4) Ability to allow for administrative control for editing the e-commerce web page.
- 5) E-commerce page should support all forms of credit card payment and meet all PCI/DSS compliance standards.
- 6) The City does not have plans to self-host the software solution.
- 7) Please describe connectivity options and details regarding security of the connection in proposal.
- 8) The vendor must offer consulting services to help guide the web implementation process.
- 9) Web services must offer real-time interaction with the database.
- 10) Web services should adhere to all business rules of the system so as not to compromise existing data.

Section 10: Hardware Component

- 1) Device must be able to withstand all types of environmental conditions and temperature variations.
- 2) Ability to download over a Bluetooth connection, web-based wireless connection, or through a cellular network.
- 3) Ability to support a Wi-Fi (802.11n Protocol) or cellular communication connection for real time data uploads and downloads while device is in the field.
 - a. Detailed pricing for any cellular options must be outlined, including preferred carrier, in bid package.
 - b. It is the City's preference to utilize one of its preferred telecommunications/cellular providers.
- 4) Handheld ticket writing devices must be able to provide the following required functions:
 - a. License plate entry and all vehicle related data
 - b. Location for the entry of permit numbers
 - c. Parking violation infractions and their corresponding fine amounts
 - d. Locations and sub-locales of the parking violation, including area for meter number.
 - e. Ability to enter both public and private comments that can be transferred into the database
 - f. Ability to issue a warning citation
 - g. Ability to enter, track and issue parking infractions from a tire chalking application
 - h. Ability to alert officer in field of a vehicle scofflaw infraction (i.e. boot eligibility)
 - i. Thermal printing capability
 - j. Rechargeable lithium ion battery pack
 - k. GPS enabled
 - l. Windows Mobile 6.5 or higher operating system
 - m. Removable storage card
- 5) Devices should have the functionality to communicate with a multi-meter system (i.e. Duncan, Digital Payment Technologies, Parkmobile, Parkeon, Cale, etc.) and a pay-by-cell parking provider.
- 6) Ability to support an onboard camera system with preferred color camera
- 7) Please indicate any additional features/enhancements that are offered, as well as pricing options, in the bid response.
- 8) Vendor is required to submit a list of parking companies that they have partnership agreements with for integration capabilities

Section 11: Permit Solution

- 1) Ability for customers to make online payments.
- 2) Ability to accept MasterCard, Visa, Discover and American Express.
- 3) Ability to generate a receipt to the customer automatically.
- 4) Ability to add permits, update permits, generate lists of valid permits and other pertinent reports.
- 5) Ability to retrieve expired and voided permits easily.
- 6) Ability to enter a new bulk customer efficiently.
- 7) Ability to enter a payment for a bulk customer efficiently.
- 8) Ability to track temporary permits.
- 9) Ability to automatically assess late fees.
- 10) Ability to link citations to permits.
- 11) Ability to look up permits easier.
- 12) Ability to create an employee permit menu (drop down box) for each lot.
- 13) Ability to bill customers efficiently.
- 14) Ability to notify customers when payments are due.
- 15) Ability to notify customers when payments are late.
- 16) Ability for customers to pay with cash and credit card.
- 17) Ability to automatically prorate payments.

Section 12: Pricing Format

Product Description	Qty	Total Initial Purchase	Total Year #2	Total Year #3	Total Year #4	Total Year #5
<u>Citation Management Solution</u>	1					
Annual Hosting Fee						
Work Station License						
Server Hardware						
Data Conversion						
Installation						
Documentation						
Other						
<u>Permit Management Solution</u>	1					
Annual Hosting Fee						
Work Station License						
Server Hardware						
Data Conversion						
Installation						
Documentation						
Other						
<u>eCommerce Business Solution</u>	1					
Business eCommerical Fees						
Citation Management Component						
Permit Management Component						
Software License Fees						
Other						
<u>Hand Held Citation Devices</u>	3					
Software Licensing Fee						
Wireless Communications Fee						
Charging Station(s)						
Data Interface Station(s)						
Data Storage Devices						
Replacement Battery						
Other						
Maintenance and Support Fees						
Training Expenses						
Warranty Fees						
TOTAL ANNUAL COSTS						
* Additional information related to financial proposal must be attached to "Price Format Sheet".						

4. TIME FRAME

1. Provide a description of your anticipated timeline that includes installation, testing, and implementation. Explain how your company will manage the project and what resources you will need from the City. Any anticipated customization should be addressed and the time to complete those assignments as well. Expected training dates should be outlined and whether or not an implementation consultant will be assigned to the City's account. An anticipated go-live date and post wrap-up plan should be included in timeline plans. **TIME FOR COMPLETION OF THE PROJECT IS NOT TO EXCEED SIX (6) MONTHS FROM THE DATE OF EXECUTION OF A CONTRACT.**

5. PROPOSAL OBJECTIVES

The City has identified the following objectives for this project:

- a. Integrate a permit and parking citation management system that can easily adapt and run on up-to-date technology to meet the changing environment of the parking industry.
 - i. Software solution must be vendor/contractor hosted with web-based services.
- b. Implement a solution that can easily be configured and maintained, without requiring significant custom development.
- c. Implement a solution that provides external customers with various options and capabilities for payments and purchasing of various parking related products.
- d. Implement a solution that is stable and quickly gains user adoption that allows internal users the ability to quickly learn the system.

Optimize current processes with regards to permit and parking citation management that will be part of a unified, comprehensive, and cost effective user oriented system.

6. RENEWAL OF CONTRACT

The resulting contract may be renewed by the City for four successive one year periods under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Upon a determination by the City to renew this contract for an additional term, written notification will be given to the Contractor.

7. PROPOSAL PREPARATION

Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Responses shall be limited to no more than twenty (20) pages excluding the cover, title page, transmittal letter, and table of contents, by including all other materials. Each copy of the proposal must be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive.

Offerors should organize their proposals using the format described below:

Prior to submission of a proposal, the Vendor shall make, and shall deem to have made, a careful examination of the request for proposals, specifications, and contract included herewith. The Vendor shall become informed as to the location and nature of the proposed project and all other matters that may affect the cost and time of completion of the project.

The proposal response should address all the minimum requirements set forth in the sections listed in this proposal. Proposals should be prepared simply while providing straight forward and concise responses. **One original and five (5) copies of the complete proposal are required. Technical and cost proposals may be submitted together or separately. The original proposal must be clearly marked and contain original signatures and must be easily reproducible on a standard copying machine.**

Documents should be organized in the manner listed:

- a. **Title Sheet** listing the full legal name and the address of the office which will have the responsibility for the services provided and any further pertinent information needed for this proposal.
- b. **Experience of the Vendor** to provide the scope of services stated in the proposal. Include how long your firm has provided this software and your technical capabilities to implement and support the system. Describe your experience interfacing your solution to other systems, including accounting systems and Department of Motor Vehicles. As stated earlier, the City's current software systems are Duncan AutoPROCESS and New World System's Logos Public Administration suite, running on a Microsoft .Net platform. Provide a listing of other similar municipalities currently running your parking software solution; preferably other municipalities in the Virginia Commonwealth.
- c. **Project Methodology** outlining a complete illustrative and technical descriptive for the proposed system, including hardware requirements and any additional third-party software needs.
 - ii. Describe the implementation methodology your firm uses to install and configure your solution. Identify your firm's capabilities to customize features of your system to meet the needs of the City.
 - iii. Provide the documentation needed for the installation, support, and use of the proposed software; provide tools and/or assistance, at the City's option for migrating data from the City's current management system (Duncan AutoPROCESS and New World System's Logos Public Administration suite, running on a Microsoft .Net platform) to the new proposed software.
 - iv. List any services that you expect the City to provide that are not included in the "standard" installation (e.g. hardware installation, network configuration, etc.).
 - v. Provide your implementation plan for the proposed software including milestones for delivery, installation, and integration with existing system, on-site user and administrator training, start-up and acceptance testing.
 1. **TIME FOR COMPLETION OF THE PROJECT IS NOT TO EXCEED SIX (6) MONTHS FROM THE DATE OF EXECUTION OF A CONTRACT.**
 - vi. Describe the standard warranty and support period and the terms for the software. List any maintenance contracts offered and what they cover.
- d. **Cost of Services** shall be provided in accordance with "Section VII: Price Format" of this document. Any additional expenses, or other pertinent pricing information, should be included as an attachment to the price format sheet. Price quotes shall remain firm for a period of 90 days. Include a statement that your firm can or cannot accept the City's purchase order terms and conditions and insurance requirements, and list any exceptions to these provisions.
- e. **References** should include local governments of similar size, for whom systems and services have been provided. **Provide a list of at least three (3) references including name, address, telephone number, primary contact for parking services, and a brief description of the type of services performed for this client.**

It is the Vendor's responsibility, prior to proposal submission, to become fully aware of the requirements. Ignorance of conditions that now exist or that may hereinafter exist, or of any conditions or difficulties that may be encountered in the execution of the work as a result of failure to make such examination to become so informed, will not be accepted as an excuse for any failure or omission on the part of the Vendor to fulfill in

every respect all of the requirements of the contract, and will not be accepted as a basis for extra compensation or extension of time.

8. CRITERIA FOR PROPOSAL EVALUATION

The City of Lynchburg will consider all aspects of each proposal, including guarantees respecting the installation and servicing arrangement. Proposals without sufficient submittal data to provide a complete evaluation will not be considered. Proposals must fully address the evaluation factors, complete technical submittal, references and data to verify qualifications and experience.

Following evaluation of the proposals, selection shall be made of two or more vendors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposal, and respondents ranked 1, 2, 3 (or more). Negotiations shall then be conducted with the firm ranked number 1 in an attempt to reach an agreement to provide the services. Price shall be considered, but need not be the sole determining factor. If an agreement cannot be reached with the firm then the negotiations will be terminated and the selection process will continue onto the second most qualified vendor.

The following criteria will be used in the evaluation and rating of proposals.

Criteria	Point Value
The degree to which the proposed solution meets the requirements outlined in the RFP	20
Cost, including licensing fees, training fees, software maintenance, or other related costs	15
Software ease of use, completeness and simplicity for both front end users and enforcement	15
Proven integration with other parking service providers such as pay-by-cell and multi-space meter companies.	10
Proven and documented qualifications of the vendors ability to provide support staff and services and technical support	10
Clearly defined ability to successfully complete data conversion from existing systems	10
Scalability	10
Clearly defined release schedule and documentation	5
Documented references of prior installations (prefer municipalities)	5
TOTAL	100

9. METHOD OF AWARD

Following evaluation of the written proposals, the City shall select at least two Offerors with the best qualifications to be identified as “pre-qualified”. The City may choose to pre-qualify any number of additional Offerors, at its discretion. Offerors may be pre-qualified for any individual services or may be pre-qualified for all services listed in this request for proposals depending on the Offeror’s qualifications.

When requiring Professional services, the City shall solicit a pre-qualified Offeror based on the proposed scope of the services required. At the City’s discretion, the City may solicit multiple pre-qualified Offerors. The Offeror shall coordinate with the City to develop the scope of work, fee schedule, and schedule for the proposed services. Task orders shall be negotiated and prepared between the City and the Offeror on a project-by-project

basis.

The City reserves the right to negotiate with any or all Offerors on any specific project for which they are prequalified. Selection may be based on qualifications, quickness of response (or proximity to the City), project team availability, projected fee, or other method at the City's disposal. Pre-qualification does not guarantee any future contract.

Projects which are projected by the City to exceed a State designated contract value will not be considered for negotiation with pre-qualified Offerors. These projects will be posted by the City for open submittal under State procurement law and will be open for submittals from pre-qualified Offerors and other Offerors.

10. PROJECTED SCHEDULE

Date*	
November 25, 2014	Advertise and Issue Request for Proposals
December 29, 2014	Deadline for Questions that may require Addendum
January 8, 2015	Proposals Due by 4:00 p.m. EST
TBA	Interviews With Selected Firms
TBA	Final Selection and Recommendations to Parking Authority Board
TBA	City Issues Intent to Award Contract
TBA	Execution of Final Contract Documents

(*) Dates are not definitive and the City reserves the right to change dates

e. Implementation of product expected to begin within 30 days of finalized contract.

11. GENERAL TERMS AND CONDITIONS

A. Subcontracting and Assignment of Work

The successful firm shall not subcontract or assign portions of the work, other than those specifically defined in the CONTRACT, without the express written consent of the City. A description of any work the Offeror proposes to subcontract shall be submitted to the City for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontracting firm. This submittal shall also include a list of the key personnel that the subcontractor firm will assign to the project. All work performed by any subcontractor firm shall be coordinated by the successful firm and the successful firm will be responsible to the City for all work performed by any subcontracting firm or special consultant.

B. Payment for Services

Payments to the successful firm shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to the City. The successful firm's records and documentation supporting such invoices shall be made available to the City upon reasonable request. The successful firm agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

C. Independent Successful firm

The successful firm is an independent successful firm and nothing contained in a subsequent CONTRACT shall constitute or designate such firm or any of its agents or employees as employees of the City.

D. Notification

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Successful firm in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the City shall be given to the City of Lynchburg, Procurement Administrator, 900 Church Street, Lynchburg, VA 24504. The Successful firm agrees to notify the City immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

E. Termination and Ownership of Documents

The City reserves the right to terminate the contract upon written notice to the Successful firm. In the event of termination pursuant to this paragraph which is not the fault of the Successful firm, the Successful firm shall be paid for all services provided through the date of termination. The contract will terminate immediately upon failure of the City of Lynchburg, City Council to appropriate funds for its continuance.

The Successful firm agrees that all information and materials gathered and/or prepared by or for it under the terms of the CONTRACT shall be delivered to, become and remain the property of the City upon completion of the work or termination of the CONTRACT. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Successful firm.

F. Insurance

The selected firm shall be required to maintain in force such insurance, in amounts acceptable to the City, as will protect himself and the City from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractor firms or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation, General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability) and Professional Liability. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The selected firm shall furnish the City with an original Certificate of Insurance upon request. The Certificate should name the City as additional insured. The selected firm shall notify the City at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

G. Laws and Regulations

The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.

H. Additional Services

The City may add to the Scope of Services or make changes in the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

I. Severability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

J. Licenses and Permits

The Successful firm shall secure and pay for all permits, governmental fees and licenses necessary for the

proper execution and completion of the work which are legally required prior to and during the work. The City will not charge for any permits required by the City of Lynchburg.

K. Nondiscrimination

If the resultant contract exceeds \$10,000, during the performance of the contract, the Successful firm agrees as follows:

- a. The Successful firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Successful firm. The Successful firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Successful firm, in all solicitations or advertisements for employees placed by or on behalf of the Successful firm, will state that such Successful firm is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Successful firm will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontracted firm or vendor.

L. Payments to Successful Firms

In accordance with Virginia Code Section 2.2-4354 the Successful firm agrees that:

1. Should any contractor be employed by the Successful firm for the provision of any goods or services under this Contract, the Successful firm agrees to the following:
 - (a) The Successful firm shall, within seven days after receipt of any payments from the City pursuant to this Contract, either:
 - (1) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the goods or services provided by the subcontractor; or
 - (2) Notify the City, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractors firm's payment with the reason for nonpayment. Written notice to the City shall be given to: City of Lynchburg, Procurement Administrator, 900 Church Street, Lynchburg, VA 24504.
 - (b) The Successful firm shall pay interest to the subcontractors firm, at the rate of one percent per month on all amounts owed to the subcontractors firm that remain unpaid after seven days following receipt of payment from the City for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2) above.
 - (c) The Successful firm shall include in each of its subcontracts a provision requiring each subcontractors firm to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors firm.
 - (d) The Successful firm's obligation to pay an interest charge to a subcontractors firm shall not be an obligation of the City.
 - (e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

2. Invoice processing is to be in strict accordance with the rules and regulations set forth by the applicable Jurisdiction and the *Code of Virginia* Section 2.2-4352, requiring payment of invoices within 30 days of receipt of a proper invoice. No promises or commitments on the part of any employee of the Public Body shall bind the Jurisdiction to any other terms and/or conditions other than those set forth in procedures issued by the Public Body.

(a) Invoices shall be submitted to the City on a monthly basis. The City shall pay the amount of the invoice within thirty (30) days. However, the City shall have the right to verify information contained on an invoice and extend the time of payment until information is received to correct any errors found therein. The invoices submitted shall include, at a minimum, the following information:

- (1) Project name, city and state project number;
- (2) City Project Manager;
- (3) City assigned Contract Number;
- (4) Not to exceed amount or lump sum amount;
- (5) Total payments requested to date;
- (6) Payments received;
- (7) Balance due;
- (8) Invoice number;
- (9) Period during which services were performed; and
- (10) Brief description of work covered by invoice.

(b) Payments shall not be considered as evidence of satisfactory performance of the work either in whole or in part, nor shall any payment be construed as acceptance by the City of any defective work. The City reserves the right to withhold payment in the event the City believes that the work is unsatisfactory.

M. Contractual Claims

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Successful firm's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the City's Procurement Administrator, Third Floor City Hall, 900 Church Street, Lynchburg Virginia 24504 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The City's Procurement Administrator shall render a decision on the claim and shall notify the Successful firm within 30 days of receipt of the claim. The Successful firm may appeal the decision of the City's Procurement Administrator by providing written notice to the City Manager, within 15 days of the date of the decision. The City Manager shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Successful firm appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Successful firm shall be delivered to the City no later than 30 days following the conclusion of the work or delivery of the goods.

N. Taxes

The Successful firm shall pay all City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Successful firm and not of the City and the City shall be held harmless for same by the Successful firm.

O. Indemnification

To the fullest extent permitted by law, the Successful firm, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City and all of its officials, agents and employees (collectively, the "City") from and against any and all claims, loss, damage, injury, costs

(including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Successful firm's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

P. Contract Assignment

The resultant contract may not be assigned, in whole or part, without the written consent of the City.

Q. Royalty and License Fees and Copyright, Trademark and Patent Protection

The Successful firm shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the City from any cost, expense, damage or loss incurred in any manner by the City on account of such alleged infringement.

R. Responsibility for Property

The Successful firm shall be responsible for damages to property caused by work performed under the CONTRACT. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Successful firm shall be repaired or replaced by the Successful firm, to the satisfaction of the Owner, at the Successful firm's expense.

S. Precedence of Documents

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offeror's response to the Request for Proposals.

T. Administrative Appeals Procedure

(a) The following are the exclusive procedures for a bidder or offeror to protest the city's award or decision to award a contract.

- (1) Any protest to award a contract shall be in writing and shall be delivered so that it is received by the city manager not later than five (5) business days after announcement of the award or decision to award, whichever comes first. Otherwise any such protest shall be deemed to be waived.
- (2) Except for a protest of an emergency or sole source procurement, a protest of a city award or decision to award a contract may only be made by a person who submitted a bid or proposal for the procurement at issue and who was reasonably likely to have its proposal accepted but for the city's decision. In the case of an emergency or sole source procurement, a protest may only be made by a person who can show that he was reasonably likely to have submitted a successful bid or proposal if the procurement had been other than emergency or sole source.
- (3) Protests shall only be granted if (1) the protester has complied fully with this Sec. 18.1-6 and there has been a violation of law, the Lynchburg public procurement code, or mandatory terms of the solicitation that clearly prejudiced the protestor in a material way, or (2) a statute requires voiding of the decision.
- (4) The city manager shall issue a written decision on a protest within ten (10) days of its receipt by the city manager.
- (5) If the protest is denied, the protestor may only appeal the denial or otherwise contest or challenge procurement by then filing suit in the Lynchburg circuit court, Lynchburg, Virginia, and serving the city with such suit within ten (10) days of such denial. Otherwise, the city manager's decision shall be final and conclusive, and the protestor's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.

- (6) The city should defer award of a contract where the decision to award has been protested unless there is a written determination by the city manager that proceeding without delay is necessary to protect the public interest or unless the bid or offer of the prospective awardee would expire.
 - (7) The validity of a contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal is filed.
 - (8) The exclusive relief allowed if a protest is granted is to void the decision being protested. If a contract has already been awarded and performance under the contract has begun, the contract need not be voided if not in the public interest to do so. Under no circumstances will any monetary amount be allowed to the protestor as part of any relief granted.
 - (9) Strictly following these procedures shall be a mandatory prerequisite for protest of the city's award or decision to award a contract. Failure by a bidder to follow these procedures strictly shall preclude that bidder's protest and be deemed to constitute a waiver of any protest.
- (b) A protest may not be based upon the alleged non-responsibility of a person to whom the city awards or makes a decision to award a contract.

U. Drug Free Workplace

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the consultant that such consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Consultant or vendor.

Successful consultant shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute it to City employees.

Successful Consultant understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Consultant, the employees whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

V. Termination for Convenience

The performance of work under contract may be terminated by the Public Body upon written notice to the Contractor without cause, for any reason in whole or in part; whenever it is determined that such termination is in the Public Body's best interest. In the event of such termination, the rights and obligations of the parties, which by their nature survive termination of services covered by a contract, shall remain in full force and effect after termination. In the event of such termination, the Contractor shall be paid for services rendered and approved up to the date of termination. The Contractor may submit any termination claim within 60 days after receipt of the notice of termination.

W. Termination for Nonpayment

In the event the Public Body fails to make payment in accordance with applicable standard payment terms, the Contractor may declare the Public Body in default and exercise any right to cure such default. If the Public

Body fails to cure such default within 30 days of receiving such written notice, the Contractor may, by giving written notice to the Jurisdiction, terminate the contract and/or the applicable Scope of Work as of the end of such 30-day period on such date as is specified in such notice of termination.

X. Notice of Cure

A cure letter is used when a contractor has failed to perform or deliver in accordance with the provisions of contract. Such notice provides the Contractor a period of time to correct or “cure” the deficiency and places Contractor on notice as to the consequences for failure to take the required corrective action. Such notice may be given orally or in writing. Notice of Cure informs the Contractor that non-conformance is a breach of contract and if the deficiency is not corrected within a stated number of days, the Public Body will terminate the contract for default and hold the Contractor liable for any excess costs.