

Request for Proposals:

Parking Citation Management System and Equipment

**Proposal Due Date/Time:** January 31, 2018 / 5:00 PM CST

**RFP Publishing Date:** December 20, 2017

This page intentionally left blank

Table of Contents

[1. RFP Overview 5](#_Toc501379280)

[1.1. RFP Timeline 5](#_Toc501379281)

[1.2. RFP Communications and RFP Contact Information 5](#_Toc501379282)

[1.3. Proposal Submittal 5](#_Toc501379283)

[1.4. Equipment and Software Demonstration 6](#_Toc501379284)

[1.5. Proposal Evaluation 6](#_Toc501379285)

[2. Project Overview 6](#_Toc501379286)

[2.1. City Background and Parking Statistics 6](#_Toc501379287)

[2.2. Project Objectives 8](#_Toc501379288)

[2.3. Scope of Work and Timeline 8](#_Toc501379289)

[2.4. Avoiding Software Modifications 8](#_Toc501379290)

[2.5. Division of Labor during the Project 8](#_Toc501379291)

[3. Proposal Instructions 9](#_Toc501379292)

[3.1. Proposal Response Format 9](#_Toc501379293)

[3.2. Submitting Your Proposal 10](#_Toc501379294)

[3.3. Proposal Opening 11](#_Toc501379295)

 [Exhibit A: Specifications 11](#_Toc501379296)

 [Exhibit B: Pricing 36](#_Toc501379297)

 [Exhibit C: Implementation Timeline and Estimate Effort 36](#_Toc501379298)

 [Exhibit D: Security and Ownership of Data Questions 36](#_Toc501379299)

 [Exhibit E: Support Questions 37](#_Toc501379300)

 [Exhibit F: Customer Reference Table 38](#_Toc501379301)

 [Exhibit G: Terms and Conditions 39](#_Toc501379302)

 [Exhibit H: Purchasing Certification Form 54](#_Toc501379304)

 [Exhibit I: Equal Employment Opportunity Workforce Statistics Form 56](#_Toc501379305)

This page intentionally left blank

# RFP Overview

The City of Urbana seeks proposals to purchase parking citation software, equipment and a management system. The proposal should include all applicable hosting, subscription, maintenance and/or service contract fees. The specifications are detailed in Exhibit A. The following is a general overview of the items and services desired.

* Purchase up to six (6) enforcement devices, printers and protective gear.
* Integration with the City’s current mobile payment provider.
* Training for City staff on all equipment and software systems.
* Maintenance warranty for equipment included in the proposal price for a minimum of three (3) years, with options for a two (2) year renewal.
* A three (3) year subscription contract, with a two (2) year renewal option.

This procurement is open to all businesses actively engaged in the development and delivery of parking software and related items as specified herein.

## RFP Timeline

Key dates for this RFP process:

|  |  |
| --- | --- |
| **RFP EVENT** | **DATE/TIME** |
| City Issues RFP | 12/20/2017 |
| Deadline for Proposal Submission | 1/31/2018 – 5 PM CST |
| City Notifies Proposer(s) who will be asked to give Demonstrations | 02/23/2018 |
| Finalist(s) Demonstrations | Week of 03/26/2018 |
| Targeted Start Date | 7/1/2018 |

The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

## RFP Communications and RFP Contact Information

All communications concerning this RFP must be submitted by e-mail to the RFP Contact identified below. This person will be the sole point of contact for this RFP. Proposer contact with anyone else in the City is expressly forbidden and may result in disqualification of the Proposer.

**Elizabeth S. Beaty**

**Administrative Services Manager, City of Urbana**

**esbeaty@urbanaillinois.us**

## Proposal Submittal

Proposals must be received no later than the “Deadline for Proposal Submission” identified in Section 1.1 (RFP Timeline). Proposals received after this time and date will be returned unopened. Postmarks will not be accepted as proof of receipt.

Proposers assume the risk of the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service.

Further instructions on the proposal appear in Section 3 below titled “Proposal Instructions”.

## Equipment and Software Demonstration

Upon request from the City, all selected vendors must provide a demonstration of each piece of proposed equipment and software. The City will ask for a display of specific features, for a demonstration group of no more than 5 people. The expected time for the demonstration will be two to three hours. **The demonstration will be held at the Urbana City Building, 400 S. Vine St., Urbana, IL 61801.**

## Proposal Evaluation

Proposals submitted will be evaluated on the following criteria, in no particular order:

* Quality, clarity, and responsiveness of proposal;
* Staff’s assessment of ability of the vendor to meet the City’s needs;
* Anticipated value and price;
* Time schedule for installation and go live date; and
* Client references

Based on the above evaluation, the City will develop a short list of Proposers. These Proposers will be asked to provide a demonstration as described in Section 1.4. The results of the demonstrations will also be factored into the final decision.

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of proposals is complete. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

# Project Overview

## City Background and Parking Statistics

The City of Urbana was chartered in 1855, and operates under a mayor/aldermanic form of government. The legislative authority of the City is vested in a seven-member council, each elected from their respective districts. The Mayor is elected at large. Major City services are police, fire rescue protection, public works, library, and general administration. Urbana's population is estimated at 41,250 (2010 Census) and the city boundaries include an area of 11.9 square miles. Urbana has a total budget of $49 million, including an operating budget of $33 million. More information about the City is available at [http://www.urbanaillinois.us/](%20http%3A//www.urbanaillinois.us/)

The City rents parking spaces and utilizes parking meters to generate revenues that are used to maintain and construct parking facilities. Revenues from these parking services are allocated to the Motor Vehicle Parking System Fund, where the expenses of maintaining parking services are reported. Public parking facilities are provided as an enterprise activity. The amount expected to be raised in FY 17/18 is $1.46 million. Approximately 50% of the amount is collected from spaces and meters in the University campus area. The current meter rate on campus is $1.00 per hour. The City maintains over 1,400 metered spaces and over 250 parking rental spaces on-street and in municipal lots.

In 2016, the City launched its mobile payment system at its meters. MobileMeter is available in metered parking spaces throughout the City, as well as in designated MobileMeter spaces. The City also enforces and issues permits to residents living in the West Urbana Neighborhood Area (WUNA). Residents living within the area are eligible for on-street parking permits. The City issues over 1,500 permits annually.

The components of this RFP will be used by the Finance Department. The following is a summary of the relevant activities of two divisions within the department. (Other activities that are not related to this RFP are not included.)

Municipal Collector’s Office – Activities:

* Collect and process approximately 18,000 parking citation payments (per year)
* Process and mail over 6,000 parking citation notices and collection letters (per year)
* Process and respond to over 1,200 parking citation appeals (per year)
* Process applications, issue permits, invoice customers and take payments for parking space rentals (quarterly billing for space rentals)
* Process applications, issue permits and process payments for residential on-street parking permits (approximately 1,500 annually)
* Prepare and track various parking revenue reports

Parking Enforcement Division – Activities (4 full-time Parking Enforcement Officer’s):

* Issue approximately 22,500 parking citations (per year)
* On a daily basis, enforce prohibited, restricted and meter violations
* Track and enforce approximately 150,000 active MobileMeter sessions (per year)
* Track on-street and private property nuisance vehicles
	+ Chalk tires and valve stem locations
	+ Take pictures
	+ Sticker on-street vehicles
	+ Issue parking citation(s)
	+ Send notification letters to vehicle and property owners
	+ Tow non-compliant vehicles
* Perform all “booting” and “towing” activities associated with parking citation violations
	+ Vehicles with five (5) or more unpaid parking citations are eligible to be “booted” after all parking citations are older than thirty (30) days.

## Project Objectives

There are several main components, each of which is listed below and in more detail in Exhibit A. Overall, the project’s goals are to provide City staff with better equipment, help improve efficiencies through the use of one system and make the entire process flow seamlessly.

* General System Specifications - Required
* Citation Issuance and Customer Service - Required
* Citation Notification and Collection Process - Required
* Cash Management - Required
* Citation Appeals - Required
* DMV/SOS Look-up - Required
* Citation Writers - Required
* Citation Writer Device and Printer – Optional Purchase Options
* Permits - Optional

## Scope of Work and Timeline

The scope of the overall project is achieving as many of the project objectives as can be performed within the project budget. Although we have asked for several components, we do not need to implement all of the processes described, and certainly not from day one of system use.

Initial scope will be defined during the contracting period and will be reevaluated throughout the process.

The City is flexible on the order and timelines for the implementation of the parking citation management system and equipment. Responders must provide recommended timelines for their solutions.

## Avoiding Software Modifications

A major focus of the City is avoiding any customization of the software during implementation, both to reduce project costs and minimize ongoing maintenance efforts. Our goal is to adapt processes to the software wherever possible.

## Division of Labor during the Project

During the project, the City expects to perform many tasks ourselves. This reduces costs and helps to develop our understanding of the system, so that we can better support our users.

Tasks where the Proposer is expected to support City staff, who will perform most of the work:

* Software installation (if not hosted)
* System interfaces
* Report creation
* First-level user support
* Project management
* Data conversion

Tasks the Proposer is expected to perform:

* Recommending configuration settings
* Software customization (if any)
* Training should be provided for Parking Enforcement Officer’s on the use and functionality of the device upon award of contract
* Ongoing second-level support and software maintenance

# Proposal Instructions

## Proposal Response Format

In order to assist in the fair and equitable evaluation of all responses, Proposers **must adhere to the response format below**. Responses that deviate from the requested format may be classified as “non-responsive” at the discretion of the City and may be subject to disqualification.

| **Proposal Tab**  | **Description**  |
| --- | --- |
| 1. Executive Summary
 | A letter of introduction that provides an executive summary of the Firm’s experience relevant to the scope of work described in this RFP. **Limit to 2 pages**. |
| 1. Specification Responses
 | Submit completed version of **Exhibit A**. Each specification must have an answer. Comments are optional, but encouraged. |
| 1. Pricing
 | Provide a complete pricing summary for **Exhibit B**.  |
| 1. Implementation Timeline and Estimated Effort
 | Please provide a timetable for the Start Date, End Date, Vendor Effort, and City Effort estimates for each task for **Exhibit C**. Proposers should detail what the City’s Effort will consist of to meet Implementation Timelines.  |
| 1. Security and Ownership of Data
 | **Exhibit D** includes a series of questions/discussion topics that Proposers must answer regarding Data. That will form the content for Tab 5.  |
| 1. Support
 | **Exhibit E** includes series of questions/discussion topics that Proposers must answer regarding their Implementation. That will form the content for Tab 6. |
| 1. References
 | Using the forms provided in **Exhibit F** provide three public sector customer references that are similar in size and project scope to Urbana. If you are proposing Third-Party Vendors as a Sub-Contractor for work or equipment providers, then two of your references must be from clients where you employed the same Sub-Contractor for the same role on the project.  |
| 1. Contract Performance
 | Indicate if at any time during the past five years if Vendor and/or any Third-Party Partners being proposed have had a contract terminated for convenience, non-performance, or any other reason, or have entered into legal action with a customer. Describe the situation(s) including name and address of contracting party and circumstances.  |
| 1. RFP Exceptions
 | Indicate if there are any exceptions to the RFP from you as the Vendor or any Third-Party Partners submitting a joint response with you. |
| 1. City Contract Exceptions
 | Furnish all comments or concerns or changes requested to the City’s Terms and Conditions, which are provided below in **Exhibit G**. Any portions of the sample contracts not identified as concerns by the Vendor in the proposal are considered to be acceptable by the Vendor. |
| 1. Vendor Contract Templates
 | Provide your contract templates, your Software License, SaaS License Agreement (if applicable), Third-Party Agreements (if applicable), Maintenance and Services Agreements, etc. |
| 1. Vendor Contact

Information for Notices | Please provide Vendor address, facsimile number, phone number, and contact information for official notices sent by the City. |
| 1. Additional Exhibits and City Procurement Forms
 | All Vendors proposed, including Third-Party Partners must submit the forms from **Exhibits H and I**. Failure to submit these forms may deem your firm unresponsive unless the Vendor already has an approved Equal Employment Opportunity Workforce Statistics form on file with the City. * **Exhibit H** – Purchasing Certification Form
* **Exhibit I** – Equal Employment Opportunity Workforce Statistics Form
 |

## Submitting Your Proposal

Proposals must be received no later than the “Deadline for Proposal Submission” identified in Section 1.1. Proposals received after this time and date will be returned unopened.

Each proposal must be signed in the firm or corporate name and must bear an original longhand signature of a principal duly authorized agent to make contracts for the vendor. The vendor’s name must be fully stated where proposals are signed by an agent of the vendor; evidence of their authority to act as the vendor’s agent shall accompany the proposal. The name of each person signing the proposal shall be typed or printed below their signature.

The proposal package should be mailed, couriered, or hand delivered to the following address:

**City of Urbana**

**Attn: Elizabeth S. Beaty, Administrative Services Manager**

**Proposal for: Parking Citation Management System and Equipment**

**400 S. Vine Street**

**Urbana, IL 61801**

Postmarks will not be accepted as proof of receipt. Proposers assume the risk of the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service. The City makes no guarantee of receipt by US mail unless sent by certified mail.

Optionally, you may also submit a redacted electronic copy (PDF is preferred) that would be provided by the City in response to a Freedom of Information Act request - see Exhibit G, Section 26b.

All proposals submitted in response to this request shall be irrevocable for a period of nine months after the proposal due date and may not be withdrawn by the Vendor during this period, except as detailed in Exhibit G, Section 11. After such time has elapsed, the Vendor may withdraw the proposal if it has not yet been selected prior to the request to withdraw. Such withdrawal shall be requested in writing.

Submission of a proposal shall constitute acknowledgment and acceptance of all instructions contained in this RFP and all exhibits and attachments hereto.

## Proposal Opening

Proposals will be opened publicly by the City immediately after the deadline for proposals in section 1.1. The City will open the proposals in the City Council Chambers, located in the City Building (400 South Vine Street Urbana, IL 61801).

# Exhibit A: Specifications

Vendors must completely familiarize themselves with the specifications below, and then complete Exhibit A for submission in the proposal. On Exhibit A, system specifications marked “Yes” are not required to use the Comments to explain, unless you would like to; however, a “Yes” answer does mean that you can fully meet a specification. If a specification is marked “No,” please include an explanation in Comments (e.g. not supported, partially supported, etc.). The City of Urbana reserves the right to waive minor deficiencies, informalities or technical variances. The Administrative Services Manager reserves the right to rule upon accepting the specification in a manner that best meets the needs of the City of Urbana, Illinois.

System Specifications:

| Item # | Requirement | Response (Yes or No) | Comments |
| --- | --- | --- | --- |
|  |  |  |  |
|  | **A. General System Specifications**  |  |  |
| A.1 | System limits user access and data control within the system based on login profile. System should allow administrator to assign different roles to users, such as, Parking Enforcement Officer, Municipal Collector’s Office staff, system administrator, etc.For example, a Parking Enforcement Officer can issue a parking citation on a device, but they cannot update the citation after the citation has been written.  |  |  |
| A.2 | System includes ad-hoc reporting tools that can access data in the system. A list of standard reports should be included in RFP response.  |  |   |
| A.3 | System has the ability to integrate with other software the City is currently using, as it pertains to the issuance and collection of parking related fees and fines. For example, Passport Parking is the City’s mobile payment vendor. System must be able to communicate in real-time with Passport Parking for enforcement of mobile payments at meters. Additionally, Tyler Technologies supports the City’s Munis financial system. System must have data import and export capabilities.  |  |  |
|  | **B. Online Customer Portal** |  |  |
| B. 1 | System has user interface allowing customers to go online and manage their account via a secure web portal. |  |  |
| B.2 | Customer portal allows customers to pay parking citations online.  |  |  |
| B.3 | Customer portal allows customers to file and track parking citation appeals online.  |  |  |
| B.4 | Customer portal allows customers to view available parking rental spaces online. |  |  |
| B.5 | Customer portal allows customers to purchase a parking permit based on availability online.  |  |  |
| B.6 | Customer portal allows the customers to update personal information online (e.g. name, address, phone number, etc.). |  |  |
|  | **C. Citation Issuance and Customer Service**  |  |  |
| C.1 | System must be able to issue citations to vehicles according to Chapter 23 of the Urbana Local Traffic Code of Ordinances.For more information, visit our website at <http://www.urbanaillinois.us/City-Code>.  |  |  |
| C.2 | System must accommodate an automatic escalation of fines after a set number of days. Including an escalation of cumulative fines for all types of violations. For example, a parking citation is assessed a late fine after 7 days. The system must accommodate the automatic escalation of the late fine for each citation after 7 days. Vendor must be able to demonstrate this at an in person demonstration. |  |  |
| C.3 | System must be able to accommodate any future changes to the current fine structure. For example, prohibited fines are currently $30, if paid within 7 days. After 7 days, a $5 late fee is added. If the City were to change its current fine structure to include a greater escalation of late fines or a graduated fine schedule, the System must be able to accommodate this change.  |  |  |
| C.4 | System must allow for a graduated fine structure. Citation software must allow for the Parking Enforcement Officer to connect in real time to determine how many citations have been issued on a particular vehicle for a specific period of time (e.g. August 1st – July 31st).For example, the City has an escalated fine structure for its meter citations. The 1st offense is $10, a 2nd offense is $15 and any 3rd or more offenses is $20 each. The system must also have the ability to reset the graduated fine schedule on August 1st of each year for all accounts.Vendor must be able to demonstrate this at an in person demonstration. |  |  |
| C.5 | System must combine all citations for a license plate number and the system should combine all license plate number(s) with the same registered owner onto one single account. For purposes of billing inquiries, ticket look-ups, graduated fines, booting, etc. For example, the City places a “boot” on a vehicle for having 5 or more unpaid parking citations that are 30 days old or older. System must be able to link all of the tickets issued to the same account. |  |  |
| C.6 | System must allow the Parking Enforcement Officer to make comments on a particular license plate number or VIN number, so other Parking Enforcement Officer, Municipal Collector’s Office staff or system administrator can view those comments on customers account. |  |  |
| C.7 | Customer account must have a first name field.  |  |   |
| C.8 | Customer account must have a middle initial field. |  |  |
| C.9 | Customer account must have a last name field.  |  |  |
| C.10 | Customer account must have a business name field.  |  |  |
| C.11 | Customer account must have address fields that include the following: street number, street name, P.O. Box, apartment or suite number, city, state and 9-digit zip code |  |  |
| C.12 | Customer account must have an electronic mail address field.  |  |  |
| C.13 | Customer account must have a home or cell phone number field and a work number field.  |  |  |
| C.14 | Customer account must have a license plate number(s) field. |  |  |
| C.15 | Customer account must have a license plate state(s) field.  |  |  |
| C.16 | Customer account must have a vehicle make(s) field.  |  |  |
| C.17 | Customer account must have a vehicle model(s) field.  |  |  |
| C.18 | Customer account must have a vehicle year(s) field.  |  |  |
| C.19 | Customer account must have a current license year field. |  |  |
| C.20 | Customer account must have a vehicle identification number(s) field.  |  |  |
| C.21 | Customer account must have a vehicle color(s) field.  |  |  |
| C.22 | Customer account must have a driver’s license number field.  |  |  |
| C.23 | Customer account must have a citation history table.  |  |  |
| C.24 | Citation history table must have a citation number(s) field. |  |  |
| C.25 | Citation history table must have a citation date and time field. |  |  |
| C.26 | Citation history table must have a citation code field. |  |  |
| C.27 | Citation history table must have a Parking Enforcement Officer assigned number field. |  |  |
| C.28 | Citation history table must have a vehicle make field. |  |  |
| C.29 | Citation history table must have a vehicle license year field. |  |  |
| C.30 | Citation history table must have a citation location issued field. For example, a street name or street abbreviation, meter number, etc.  |  |  |
| C.31 | Citation history table must have a status of citation(s) field. For example, a citation could be in a pending appeal stage, in collections, paid, voided, etc.  |  |  |
| C.32 | Citation history table must have an amount paid field showing what has been paid on each citation listed. For example, if a parking citation has been paid, the system must show payment was applied to that parking citation.  |  |  |
| C.33 | Citation history table must have a paid date field for each citation listed.  |  |  |
| C.34 | Citation history table must have an amount due field for each citation listed. |  |  |
| C.35 | Customer account must have an appeals history field showing the past and current appeal status for each citation appealed.  |  |  |
| C.36 | Customer account must have a permit history field showing all permits issued on the account.  |  |  |
| C.37 | System administrator must have the ability to add and update information to any primary table/field or account.For example, a new street, lot location, metered space, fine amount, late fee or fine effective dates, etc.  |  |  |
| C.38 | The system should allow Municipal Collector’s Office staff to access “back office” software providing complete administrative and management capabilities.For example, staff should have the ability to update any field within a table in order to make corrections to parking citations or update parking permit counts and or locations.  |  |  |
| C.39 | The system should track all parking citations issued and their status for a minimum of seven (7) years. For example, it is important for collection purposes that the system provides a record for each parking citation listed under an account that includes notice dates, payment dates, appeal dates, collection types, collection dates, etc.)  |  |  |
| C.40 | Based on the status of C.39, the system should be able to produce documents to notify violators of unpaid citations within the parameters determined by the City.For example, if neither full payment nor notification of a parking appeal is received within 10 days of the issued date of a violation, notification of an unpaid parking citation is mailed to the last known address of the registered owner of the vehicle. For more information, visit our website at <http://www.urbanaillinois.us/City-Code>. Parking citation issuance and notification is regulated under Chapter 23.  |  |  |
| C.41 | Based on the status of C.39 the system should be able to identify when a customer’s account balance accumulates more than a certain number of citations or dollar amount. The system should be able to flag those accounts, as they relate to delinquent collection activities (e.g. booting, towing, DL Suspension, LDRP, etc.). For example, a customer’s account is linked to a specific vehicle. If the vehicle accumulates 5 or more unpaid parking citations that are 30 days old or older, the account should be flagged as “boot eligible.” |  |  |
| C.42 | The system should be able to have customizable categories of charges for use by the City in collecting other parking related fines or fees. For example, the City issues several different types of special parking permits to residents living in a specific area. Each type of permit would need to have its own category and fee amount.  |  |  |
|  | **D. Citation Notification and Collection Process**  |  |  |
| D.1 | The system should be able to generate notification letters to send to violators for outstanding citations based on the criteria set by the City. The system must be able to identify the date(s) of the notification letter(s), the total amount due, to whom the letter(s) were sent and where the letter(s) were sent. For more information, visit our website at <http://www.urbanaillinois.us/City-Code>. Parking citation issuance and notification is regulated under Chapter 23. |  |  |
| D.2 | The system should allow outstanding citations to be re-noticed, if the registered owner information changes (e.g. new address, etc.).  |  |  |
| D.3 | The system should accommodate other types of notification letters based off the requirements set forth in the Urbana Local Traffic Code of Ordinances, which can be produced for specific user selected accounts meeting a certain criteria.For more information, visit our website at <http://www.urbanaillinois.us/City-Code>. Parking citation issuance and notification is regulated under Chapter 23. |  |  |
| D.4 | The system must alert the City when citations are unpaid and make determinations as to when they should be sent forward for collections by the State, internally or another agency. |  |  |
| D.5 | The system should allow outstanding citations to be passed between agencies for collection purposes via a file import or export. For example, the City has an agreement with the Illinois Office of the Comptroller to collect outstanding parking citations through their Local Debt Recovery Program (LDRP). The City prepares a file and uploads it to the LDRP web portal. When a debt offset occurs, a file is created on the LDRP web portal. The City retrieves the file and downloads the information to the City’s parking system and each individual account. Vendors may email the RFP contact identified in Section 1.2 to request more information on the City’s collection process. |  |  |
| D.6 | The system should provide the ability to modify a selection, prior to the generation of a report, electronic file or letter for collection purposes. For example, the City generates warning letters after a delinquent parking citation has received 2 parking notices and the parking citation remains unpaid. The administrator should be able to preview letters, before they are sent.  |  |  |
| D.7 | The system should be able to identify each citation that is forwarded to collections. A complete history of collection events must be maintained.  |  |  |
| D.8 | Each transaction must note the amount sent to collection, the date in which it was sent and where it was sent. |  |  |
| D.9 | The system should track compliance with payment agreements with unlimited number of payments, specific due dates and specific amounts. The system should also flag the account, so collection activities are put on hold.  |  |  |
| D.10 | The system should generate notification letters for past due payments on payment agreements.  |  |  |
| D.11 | The operator must have the ability to reprint or regenerate a specific notice based on license plate number, name or another unique identifier.  |  |  |
| D.12 | System must have the ability to link multiple license plates to one registered owner with the same address, if the registered owner is the same for collection purposes. |  |  |
|  | **E. Cash Management Posting and Reporting**  |  |  |
| E.1 | The system must be able to generate reports for citation issuance, citation payments, citation appeals, permit issuance, permit payments, lot space rentals, lot space rental payments and collections.For example, the City receives a FOIA request asking for the number of parking citation tickets issued in December 2017 for a specific violation code. The system administrator should be able to run a report that would provide the exact information requested.  |  |  |
| E.2 | The system must be able to provide detailed reporting for all payment types made.The system must display the dollar value outstanding, as well as the dollar value paid on a customers account.  |  |  |
| E.3 | The system should be able to have customizable categories of charges for use by the City in collecting other parking related fines or fees. For example, the City issues several different types of special parking permits to residents living in a specific area. Each type of permit would need to have its own category and fee amount. |  |  |
| E.4 | The system must keep in detail, dollar values and transactions for a minimum of seven (7) years. At the end of a 7 year period, the Administrator should be able to write off tickets that are no longer collectable.  |  |  |
| E.5 | The system must be capable of reporting a comparative analysis from month to month and year to year.  |  |  |
| E.6 | The system must be capable of recording transactions from multiple revenue streams including: citations, permits, lot space rentals, etc. Each of these revenue streams must store the associated general ledger codes as determined by the City for interface creation and reports. |  |  |
| E.7 | The system should be able to provide data for the City’s financial record keeping system for all amounts collected for specific revenue streams and support an end-of-day batch to be exported to the City’s financial software system Munis.One example would be generating a file listing the total amount of revenue received for parking citations for a specific date range. The System Administrator should be able to export the file and import it to Munis or an interface can occur directly with Munis.Describe in the comments if one method one or both methods are applicable.  |  |  |
|  | **F. Citation Appeals**  |  |  |
| F.1 | The system should allow all citations to be appealed based off of the requirements set forth in the Urbana Local Traffic Code of Ordinances.For more information, visit our website at <http://www.urbanaillinois.us/City-Code>. Parking citation appeals is regulated under Chapter 23. |  |  |
| F.2 | The appeal process should be accessible through the “back office” as well as the online customer interface. Municipal Collector’s Office staff should have access to place a citation appeal into pending, route the complaint to the appropriate supervisor and/or department for review and enter a disposition code with an explanation. The customer should be able to file an appeal online, check the status of their appeal and receive notification when an appeal is approved or denied.  |  |  |
| F.3 | The customer interface should allow the customer to attach photos and PDFs.  |  |  |
| F.4 | The system should have user access control that allows only those designated to process appeals to conduct and enter dispositions. For example, when Municipal Collector’s Office staff enters a citation into pending and routes the appeal to the appropriate supervisor for review, only the users with authority to review the appeal at the next level should have access to review it.  |  |  |
| F.5 | The system should allow for multiple appeal codes and response codes for analysis. This includes reports for appeals by location, violation type, and Parking Enforcement Officer number.The system should also allow for user defined appeal and disposition codes. |  |  |
| F.6 | The appeal process allows for an appeal and disposition entry, with minimal fields captured in order to cut down on the amount of time it takes to enter an appeal. Additionally, the appeal process should be capable of a multi-step, electronic workflow process, where it passes through different levels of review. If system user counts are limited, please explain in the comment section.  |  |  |
| F.7 | The appeal process should allow for comments to be written about the outcome of the disposition and for photos to be included. |  |  |
| F.8 | The system should allow for a review of appeals history based on license plate number and/or customer ID. |  |  |
| F.9 | The system must allow for the deferment of the citation escalation amount, while under appeal.  |  |  |
| F.10 | The system must accommodate payment reversal, if a citation is voided. The payment reversal must be noted on the customer’s account, as well as on the system for reporting purposes.  |  |  |
| F.11 | The system must be capable of providing reports as determined by the City for the appeal process (e.g. pending appeals, voided appeals, valid appeals, etc.).  |  |  |
|  | **G. DMV/SOS Look-up**  |  |  |
| G.1 | The system should have a vehicle registration information management component. The software will need to be able to request and accept data from Illinois and all other Secretary of State offices in the US, Mexico and Canada according to each state or countries rules and regulations. They system must be able to support user defined integration files for interface to all 50 states DMV operations, plus Mexico and Canada for the purpose of importing license plate data.**Costs should be included in Exhibit B.**  |  |  |
| G.2 | The system must be capable of grouping multiple citations for matching vehicle license plate #’s and/or VIN #’s and assign those citations to one responsible party.For example, a license plate with 3 citations listed under it, only needs the plate look-up one-time.  |  |  |
| G.3 | The system must accommodate the following information obtained from the DMV: License plate number, license state, VIN #, DL #, full name, registered owner address, vehicle year, license year, make and model. |  |  |
|  | **H. Citation Writers**  |  |  |
| H.1 | The system is capable of integrating the following system fields into the citation writer devices: Parking Enforcement Officer I.D.  |  |  |
| H.2 | The system is capable of integrating the following system fields into the citation writer devices: date of violation |  |  |
| H.3 | The system is capable of integrating the following system fields into the citation writer devices: time of violation |  |  |
| H.4 | The system is capable of integrating the following system fields into the citation writer devices: location of violation (e.g. street name, block, direction, meter number, etc.) |  |  |
| H.5 | The system is capable of integrating the following system fields into the citation writer devices: make of vehicle  |  |  |
| H.6 | The system is capable of integrating the following system fields into the citation writer devices: model of vehicle |  |  |
| H.7 | The system is capable of integrating the following system fields into the citation writer devices: vehicle type (e.g. passenger, truck, bus, etc.) |  |  |
| H.8 | The system is capable of integrating the following system fields into the citation writer devices: vehicle color |  |  |
| H.9 | The system is capable of integrating the following system fields into the citation writer devices: license year of vehicle |  |  |
| H.10 | The system is capable of integrating the following system fields into the citation writer devices: state of license plate # |  |  |
| H.11 | The system is capable of integrating the following system fields into the citation writer devices: license plate # |  |  |
| H.12 | The system is capable of integrating the following system fields into the citation writer devices: VIN # |  |  |
| H.13 | Parking Enforcement Officer’s must be able to select options from all fields within a table in order to make parking citation issuance selections from their writer device. For example, a dropdown box for a parking citation code, make, model, color, location, meter number, etc. |  |  |
| H.14 | The system is capable of integrating the following system fields into the citation writer: Private comments and Parking Enforcement Officer comments |  |  |
| H.15 | The system is capable of integrating the following system field into the citation writer: Prior citation history |  |  |
| H.16 | The system must allow for the automatic generation of “hot list” entries, as well as manual overrides for the entries by Municipal Collector’s Office staff and the system administrator.For example, the City has a graduated fine structure for meter violations, if the incorrect tiered citation is issued, the system must allow for a manual override.  |  |  |
| H.17 | The system must support integration with the City’s mobile payment application, MobileMeter.  |  |  |
| H.18 | The system can support real-time updates. |  |  |
| H.19 | The system should notify the Parking Enforcement Officer if the license plate number is on the “hot list” upon entry of the license plate number into the citation writer device.For example, it a vehicle has a permit, but the windows are tinted making the permit difficult to see, the Parking Enforcement Officer should be notified that there is a permit attached to that specific license plate number.  |  |  |
| H.20 | The system should notify the Parking Enforcement Officer if parking has been paid via the City’s mobile payment application, MobileMeter. For example, a MobileMeter customer parks at a metered space and pays using MobileMeter. The Parking Enforcement Officer should receive a push notification when they enter the space number that the space is currently paid. The notification should display the following: Time of entry, time of expiration and the space number paid  |  |  |
| H.21 | The system should be compatible with a variety of parking citation writer devices for citation issuance by Parking Enforcement Officer’s working in the field. Describe in the comments what types of devices your system supports. |  |  |
|  | **I. Citation Writer Device and Printer – Optional Purchase Options** |  |  |
| I.1 | The citation writer device “device” must be capable for use in harsh environments and must be sealed against rain, snow, humidity and dust. Protective casing for use in inclement weather should be recommended. **Pricing should be included in Exhibit B.**  |  |  |
| I.2 | The weight of the device must not exceed 3 pounds per unit, including batteries. The device must use rechargeable batteries with enough power to operate for at least eight hours of use. |  |  |
| I.3 | The device must be carried and held in one hand. It must have a hand strap/holder for convenient, comfortable use by a left or right-handed user.  |  |  |
| I.4 | Internal components must be surface mounted to ensure flawless operation following impact. The unit must be able to withstand a drop test from six feet.  |  |  |
| I.5 | The device must have sufficient memory to store up to seven days of activity, in the event there is an error in uploading to the system. |  |  |
| I.6 | The device must have an internal backup battery system that protects data and memory for up to 30 days in the event of power loss or removal of the main batteries.  |  |  |
| I.7 | The device must have a display that is readable from any angle and in direct sunlight.  |  |  |
| I.8 | The device must have backlighting for use in darkened conditions. |  |  |
| I.9 | The device must have an adaptable vehicle charger available. The printer should also come equipped with a vehicle charger.**Pricing should be included in Exhibit B.**  |  |  |
| I.10 | The device should have the capability of being used in real-time mode with the parking system wirelessly, while in the field.  |  |  |
| I.11 | The device should notify the user when the battery is getting low and allow ample time to finish the current operation before shutting down (15 minutes or 15%). |  |  |
| I.12 | The printer should be part of the device or linked to the device via wireless or Bluetooth. (Corded printers are not sufficient to meet this specification.) |  |  |
| I.13 | The printer must be capable of printing the citation on paper designated by the City.  The printer must be capable of using waterproof and tear resistant forms. The image printed on the form must remain legible and not smear if the form is wet. |  |  |
| I.14 | The device and printer should be supported by the vendor and should not require users to contact a different vendor for troubleshooting or repairs. |  |  |
| I.15 | Device tech support should be available from 8:00 a.m. to 5:00 p.m. (CST) and have a response time of no more than 2 hours.  |  |  |
| I.16 | Device should come with a system manual and vendor will provide users with access to a FAQ and/or knowledge base for troubleshooting. |  |  |
| I.17 | Device should be able to communicate with main system via Wi-Fi in order to upload and download data without using the data plan.  |  |  |
| I.18 | If a portable printer is recommended, it should be wearable by the Parking Enforcement Officer via a belt and it should not exceed 3 pounds.  |  |  |
| I.19 | City should receive notifications of available updates for devices as they become available. |  |  |
| I.20 | Device must be capable of cellular connectivity and be able to connect live to the software system for real-time updates when connected to Wi-Fi.  |  |  |
| I.21 | Devices should include replaceable protective screens. **Pricing should be included in Exhibit B.**  |  |  |
| I.22 | Device should offer keypads on screen or via keypad.  |  |  |
| I.23 | Device should be able to retrieve data linked to the license plate entered previously in the system and populate information for Parking Enforcement Officer’s related to the vehicle information as it would appear on the citation (e.g. make, model, color, etc.). |  |  |
| I.24 | Device should be able to retrieve from the system, a list of locations (street names, lots, meter numbers, etc.) for citation location entry.  |  |  |
| I.25 | The device should allow for license plate confirmation when the Parking Enforcement Officer enters a license plate number to ensure accuracy. |  |  |
| I.26 | Device should be able to electronically chalk tires by recording tire stem locations in order for the Parking Enforcement Officer to enforce time zone limits. |  |  |
| I.27 | Device should be able to scan license plate registration tags and pre-populate license for the Parking Enforcement Officer. |  |  |
| I.28 | Device system should allow the City to customize the data included on the citations per City guidelines.For more information, visit our website at <http://www.urbanaillinois.us/City-Code>. Parking citation issuance and notification is regulated under Chapter 23. |  |  |
| I.29 | Device should have a camera capable of taking and storing pictures that can be uploaded into the system, linked with the citation and available in real-time for viewing by all parking staff. |  |  |
|  | **J. Permits**  |  |  |
| J.1 | The system shall have the ability to provide for online sales of on-street and parking lot rental permits with a specified expiration.  |  |  |
| J.2 | The system shall identify all permits previously issued to the responsible party, alert the customer to any outstanding fees or fines, and allow those charges to be added to the renewal notification.  |  |  |
| J.3 | The system must allow for multiple payment types online and in person.For example, someone should be able to make a payment online using more than one credit card type, if necessary. In person, someone should be able to pay with cash, check or credit card and the system should be capable of splitting those payments up.  |  |  |
| J.4 | The system must provide for automatic pricing or override pricing when prorated. This option must be user definable for each group and for individual spaces.For example, an on-street parking permit starts out at $150.00 for the year. Each quarter the permit price decreases. The price on the system must reflect the pricing changes for online and in person purchases. Another example would be a monthly parking lot rental. The system must be capable of calculating a daily rate based off of a certain number of days and the current monthly cost.  |  |  |
| J.5 | The system should allow multiple vehicles to be assigned to a single permit for reserved parking lot rental permits.  |  |  |
| J.6 | System must provide reporting for all permit types issued.  |  |  |
| J.7 | The system should allow the customer to select vehicles to be registered from previous registrations to reduce data entry. |  |  |
| J.8 | The registration process must allow for the issuance of new permits, temporary permits, the transfer of old permits and the return of permits no longer needed. All transaction types should be reflected on a customers’ account.  |  |  |
| J.9 | The system must be capable of generating a billing file for the responsible party and be user defined on how often the billing cycle should occur.  |  |  |
| J.10 | The customer must be able to select billing party’s address or renter’s address prior to billing. |  |  |
| J.11 | The system should produce invoices by location grouping and produce reports accordingly. A number should be assigned to each invoice.  |  |  |
| J.12 | The registration system should be capable of producing reports showing the status of outstanding invoices.  |  |  |
| J.13 | The system must maintain an editable record of all lease spaces by space number and location, both assigned and unassigned.  |  |  |
| J.14 | The system must maintain sequentially from oldest to most recent waiting lists for each location. Waiting lists shall include name, address, contact phone number, e-mail address and comments.  |  |  |
| J.15 | The system must be able to generate permit templates that can be printed onto standard 8.5 x 11 size paper. The permit templates must include a permit number, expiration date and location information. |  |  |
| J.16 | The system must manage a minimum of 1,500 on-street permits with the ability to tie the permits into multiple separate pricing zones. |  |  |
| J.17 | The system must allow for the reprinting of a specific invoice based on the invoice number, renter’s name or license plate number.  |  |  |
| J.18 | The system must allow for reprinting of permits.  |  |  |
| J.19 | The system must group leases for one billing party and generate one invoice.  |  |  |
| J.20 | When a permit is issued, all plates for renters are placed into a list that can be accessed on a ticket writer’s device alerting the Parking Enforcement Officer the license plate number is tied to a specific space number.  |  |  |
| J.21 | The system must have a collections module to alert the City when citations are unpaid and make determinations as to when they should be sent forward for collections by the State, internally or another agency.  |  |  |

# Exhibit B: Pricing

Please provide tables summarizing pricing information for your proposed solution. Pricing submitted must be valid for 9 months. Include all supporting documents to support the summarized pricing in your proposal.

Pricing must be fully comprehensive, complete, and list any available discounts. All one-time and recurring costs must be fully provided, including any sub-contractors you propose and one-time and recurring costs for third-party software.

Indicate any incremental price increase for any component and make sure to provide pricing options for all required and optional components. This applies to licensing, implementation services, maintenance, and hosting costs. If there is no incremental increase (e.g. for hosting) enter zero as the cost. However, if you are not proposing that component, please enter the price “N/A”.

If you are proposing a cloud-based (hosted) solution, you must include the hosting costs in your Maintenance Pricing. The hosting costs are considered part of your proposal. If you are proposing a cloud-based (hosted) solution, but you do not provide hosting, please propose a third party for hosting and include their pricing, as well as information about the third-party partner in your response.

# Exhibit C: Implementation Timeline and Estimate Effort

Please provide a timetable for the start date, end date, vendor effort, and City effort for each major task of the implementation. Proposers should detail what the City’s effort will consist of to meet implementation timelines.

If your proposal includes the use of third-party partners, you must identify what tasks they will be performing.

# Exhibit D: Security and Ownership of Data Questions

If you are proposing only cloud-based or only on-premise as an option, you can answer “N/A” to some of these questions, as indicated.

* 1. **For cloud-based solutions** - Where is the hosting premise? What are the data protection procedures in place to secure access, both physically and electronically? (Answer “N/A” if you propose on-premise only.)
	2. **For on-premise solutions** - What access to the environment will you need, both during implementation and for ongoing support? What methods do you use to access the environment, assuming it is hosted on City servers behind our firewall? (Answer “N/A” if you propose cloud-based only.)

These questions apply to both on-premise and cloud-based solutions.

* 1. **Database Encryption -** What is the encryption strategy for your database? Are all fields encrypted or just selected ones? How does the reporting tool handle encrypted fields – can they be shown on a report, and with what security?
	2. **Data Ownership –** It is imperative that the City is able to continue ownership of all of our data, that we have a permanent right to access our data at any time, and to export any or all of our data at any time in the future, even after the end of our contract. Are there any limitations that you impose on the City’s ability to access any of our data?
	3. **Protection of City Data -** What type of access will your employees, contractors, sub-contractors, or third-party partners have to our data? What protections will you offer the City in case of data theft/loss/breach caused by your employees, contactors, subcontractors, or third-party partners?
	4. **System Back Up, Redundancy, Disaster Recovery Services** – What tools does your software include to simplify disaster recovery if we install on-premise? If you are proposing a cloud-based approach, then please explain what methods your hosting facility uses for back-up and redundancy, to provide maximum availability. **PCI Compliance –** How does the database store Credit Card information? What types of PCI compliance measures do you undertake to secure this information?

# Exhibit E: Support Questions

Please describe the support services offered for the following:

* 1. **Your release strategy for system updates –** Over the past three years, how frequently have you delivered “fix packs” (a bundle of bug fixes, but not a minor release with new functionality)? For an on-premise solution, how do you deliver these? For a cloud-based solution, how much notification do you give before the updates are made?
	2. **Performance monitoring and tuning** – What tools, that are included in your pricing, do you provide to tune the software’s performance over time? For an on-premise solution, is this something your staff does remotely, or would City staff do it? For a cloud-based system, what services do you include in your Maintenance pricing for tuning? Please limit your answers to only those tools and services that are included in the pricing that appears in Tab 3.
	3. **Help Desk** – The City expects to be the “Tier 1” help desk ourselves, and we will channel all requests sent to the vendor through a limited number of contacts. What are the hours of service for your own help desk? What is the escalation process? What level of issue severity is necessary for you to send us a “hot fix” for a software problem, outside of a release?
	4. **System Enhancements in Future Releases –** What is your method to collect, prioritize, and deliver user enhancement requests? Do you have a Steering Committee of clients that reviews and prioritizes these? Do you have a support site for clients to review and vote on enhancements?
	5. **Source Code Protection Plan** – What assurances can you provide regarding ownership of the source code in the event that your corporation goes out of business, is bought, or ceases to support the software?

# Exhibit F: Customer Reference Table

Use this form for Tab 7 of your RFP Response. You must provide this information for multiple sites, as described in the Vendor Instructions for Tab 7. (See Section 3.1.)

**Exhibit F is also provided in a separate Word document.**

|  |  |
| --- | --- |
|  | Vendor Response  |
| Client Name |  |
| Number of Employees  |  |
| Population  |  |
| Contact Name  |  |
| Contact Title  |  |
| Contact Telephone Number  |  |
| Contact E-mail Address  |  |
| Products, Modules, Services Provided by Vendor  |  |
| First Date of Business Relationship with Vendor  |  |
| Go Live Date  |  |
| Vendor’s rationale for including the specific reference (e.g., similar in size to the City)  |  |
| ***For references that are no longer customers***: basis for which reference is no longer a client |  |

# Exhibit G: Terms and Conditions

**CITY OF URBANA, ILLINOIS**

**Finance Department, Parking Enforcement Division**

1. **PROPOSAL TERMS AND CONDITIONS:**
2. **Summary Description of Purpose of Proposal:**

 The City of Urbana, Champaign County, Illinois (hereinafter, the “City”), a municipal corporation acting pursuant to its statutory home-rule powers and authority (Illinois Constitution of 1970, Article VII, Section 6; 65 ILCS 5/1-1-9), is soliciting proposals for the implementation of a Software solution (hereinafter, the “Software”) in accordance with the specifications contained in this Request for Proposals. Proposals must be submitted to the Administrative Services Manager of the Urbana Finance Department no later than the deadline listed in Section 1.1 (“RFP Timelines”) in the body of this RFP.

1. **Limitations:**

 ***Notwithstanding anything to the contrary contained in this Request for Proposals, nothing herein shall be deemed, construed or interpreted as requiring the City to award any contract to or enter into any agreement (hereinafter, “Contract”) with any person who submits a proposal in response hereto. The City reserves and shall have the sole and exclusive right and discretion to assess the qualifications, acceptability or unacceptability of any proposer and/or to reject any or all proposals, or to negotiate the means of performance, additional and/or altered specifications if necessary, and costs of any proposal prior to entering into a final decision on the awarding of any Contract. In the event that the City determines that no proposal meets this Request for Proposals, the City shall have the sole and exclusive right and discretion to issue new or different specifications and to re-open the proposal process or to refrain from undertaking any further proposal process or solicitation of new or additional proposals.***

1. **Offer and Acceptance:**

 This Request for Proposals shall be deemed, construed and interpreted as a solicitation to any and all interested persons to make an offer to implement a Software solution which meets or exceeds the specifications contained herein. Each proposer’s response to this Request for Proposals shall be deemed, construed and interpreted as that proposer’s offer to deliver such Software in accordance with the general terms, conditions and specifications contained herein. Nothing in this Request for Proposals shall be deemed, construed or interpreted as prohibiting the City from negotiating with the successful proposer, if any, any changes, modifications, alterations, deletions, and/or amendments to that proposer’s response to this Request for Proposals. In the event a proposer is selected by the City as the successful proposer, neither that proposer nor the City shall be deemed to have entered into a binding or enforceable agreement until that proposer and the City, through their duly authorized officers, execute a written Contract. Such Contract shall either directly refer to and incorporate these General Terms and Conditions as if set forth in said Contract along with the specifications ultimately agreed to by and between the parties. In the alternative, such Contract may become binding and enforceable upon the parties if this Request for Proposals, as may be modified, altered or amended is executed by their duly authorized officers.

1. **Capacity and Competency to Perform:**

 Each proposer must supply satisfactory evidence of its ability to implement the Software specified in this Request for Proposals. The City reserves the right to determine the competence and financial and operational capacity of any proposer. Upon request of the City, each such proposer shall furnish information in order for the City to evaluate each proposer’s ability and resources to implement the Software it proposes to deliver.

 The City shall unequivocally be the sole and final judge of each proposer’s competency, qualifications and ability to deliver the Software as described in this Request for Proposals and the City’s decision regarding the same shall be final and not subject to objection or challenge.

1. **References:**

 Each proposer shall provide a list of three (3) municipal governments using Software of the same type and nature described in this Request for Proposals. The format for references is provided in Exhibit F. To the extent necessary, each proposer shall authorize each of the proposer’s respective references to respond truthfully to any and all questions which the City poses to any reference regarding the proposer. Any refusal by any of the proposer’s references shall be grounds for disqualifying the proposer.

1. **Format for Proposal Submissions:**

 Each proposer’s response to this Request for Proposals shall be in the format described in Section 3.1 (“Proposal Response Format”) in the body of this RFP.

Each proposal shall be executed by a duly authorized officer of the proposer. The said officer’s signature shall be considered a binding representation and warranty that the proposer can implement the Software for the price quoted, absent any changes or change orders to which the successful proposer and the City may agree following the awarding of the Contract, if any.

 The purpose for the City using the aforesaid proposal submission format is to facilitate the efficient review and comparison of the proposal submissions so that the City can make a reasonable determination whether to award the Contract and, if so, to which proposer.

1. **Non-Collusion; Non-Bid-Rigging:**

 By submitting a proposal in response to this Request for Proposals, the proposer represents and warrants that it (i) is the only person which will have a direct interest in any Contract, if any, awarded pursuant to this Request for Proposals; (ii) has not engaged in any form of collusion with any other person in the submission of its proposal or any other proposer’s proposal; (iii) has not engaged and will not engage in any form of unlawful price-fixing, group boycott, market allocation, price discrimination, or any other form of federal or state antitrust violation in the submission of its proposal in response to this Request for Proposals; (iv) has not engaged in any effort to coerce or bribe any City elected or appointed official or employee to accept the proposer’s proposal; and (v) has not been convicted, found liable, fined, penalized, or otherwise been assessed compensatory and/or punitive damages in connection with any infringement upon any third person’s intellectual property right or unlawful taking of any third person’s software. If the proposer is found to have been or be in violations of any of the immediate foregoing, that proposer shall automatically be disqualified from becoming the successful proposer.

1. **Completeness of Proposals:**

 No proposal shall be considered unless it is complete in all respects and contains the information required by this Request for Proposals. All proposals must be complete in all respects by the time and date when such proposals are due to be submitted to the City. If a proposal is not complete at the time and date when proposals are due to be submitted to the City as provided in this Request for Proposals, the proposer shall be disqualified. The City will not consider any information supplied by a proposer after the time and date when proposals are due to be submitted to the City. The City reserves the right to waive minor exceptions that are not material to our decision.

1. **Investigation by Potential Proposer:**

 It shall be the responsibility of each proposer to thoroughly read and understand the information, instructions, and specifications contained in this Request for Proposals. Each proposer is expected to fully inform itself as to the conditions and requirements under which the Software will be used by the City. Failure to do so is at each proposer’s own risk. No plea of error or of ignorance by any proposer of the instructions, conditions, and/or requirements contained in this Request for Proposals will be accepted. Submission of a proposal constitutes an affirmative representation and warranty that the proposer (i) has familiarized itself with the conditions, requirements and specifications contained in this Request for Proposals, and (ii) intends to comply with them unless specifically noted otherwise. Proposers may direct their questions to the contact person identified in Section 1.2 of this Request for Proposals.

1. **Disputes:**

 Any dispute regarding interpretation and/or construction of this Request for Proposals which arises prior to the submission of any proposals shall be resolved in a manner at the sole discretion of the Administrative Services Manager of the City of Urbana and resolution shall be deemed final.

1. **Withdrawals of Proposals:**

 A written request to withdraw a proposal will be granted if the request is received by the City prior to the specified date and time for submitting proposals to the City. However, after a proposal has been submitted, it will become binding upon the proposers for a period of nine (9) months and subject to acceptance as the City may determine.

1. **Automatic Rejection of Proposals:**

 No proposal shall be accepted from, or Contract awarded to, any person that is in arrears or is in default on any obligation due and owing to the City or is in breach of any contract to which the City is a party. Further, no proposal shall be accepted from, or Contract awarded to, any person whose proposal fails to comply with the instructions and specifications contained in this Request for Proposals.

1. **. Proposal Opening Procedures:**

 ***The opening of all proposals shall occur after the proposal submission deadline***

 The proposal opening shall occur in City Council Chambers. At such proposal opening, the names of all proposers, shall be publicly read. The City, at its sole discretion, may read aloud one or more components of a proposal but if it chooses to do so, the City must also read aloud the same component or components of all the other proposals.

 All proposers and the public shall have the right to attend the proposal opening.

 Following the public opening of the proposals, the City shall then take all proposals under review and consideration. The City will render a decision on the timetable indicted in Section 1.1. Nothing herein shall be deemed, construed or interpreted as requiring the City to accept any particular proposal or award any Contract. The City reserves the right to reject all proposals at its sole discretion.

1. **Cost of the Vendor to Respond to Request for Proposals**

The City is not responsible for any cost incurred by a Proposer in the process of responding to this Request or for any pre-contract costs incurred by any Proposer participating in the selection process.

1. **Purchasing Certification:**

 The Purchasing Certification Form provided in Section 7.3 of the City’s Policies and Procedures and as attached as Exhibit H of this Request for Proposals must be completed, executed by a duly authorized officer of the proposer, and submitted with the proposer’s proposal.

1. **Acceptance of Proposal:**

 In the event that the City chooses to award a Contract, all the general terms and conditions herein stated shall be deemed accepted by the successful Proposer and shall be deemed incorporated into any agreement entered into by and between the City and said successful Proposer, if any. Notwithstanding the forgoing, the City and the successful Proposer, if any, may amend, modify, alter, or otherwise change any one or more of the these general terms and conditions but only by a writing which is executed by their respective duly authorized officers.

 In the event that the City chooses to award a Contract, all the specifications contained in this Request for Proposals shall be deemed incorporated into any agreement entered into by and between the City and said successful Proposer, if any, unless otherwise amended, modified, altered, or otherwise changed by a writing which is executed by the City’s and successful Proposer’s duly authorized officers.

1. **Execution of Contract:**

 In the event that the City chooses to identify a successful Proposer and if such successful Proposer and the City mutually agree to the general terms and conditions contained in this Request for Proposals and if the said parties mutually agree on the specifications contained herein and any substitution for, amendment to, modification of, alteration of, or other change, the respective duly authorized officers of the City and the successful Proposer shall execute a copy of this Request for Proposals which shall include any such substitution, amendment, modification, alteration, or other change to which the parties agree. The aforesaid shall also include copies of any and all documents required to be provided as described in this Request for Proposals.

1. **CONTRACT TERMS AND CONDITIONS**
2. **Time**

1. Beginning Work: The Vendor shall complete the work on or before the time indicated in the Specifications. All work shall be prosecuted in an orderly and diligent manner. The Vendor shall cooperate with and conform to the requests of the City to expedite particular portions of the work where such alteration of the Vendor’s’ operation is deemed advisable by the City. Time is of the essence of this agreement.

1. Delays: If the Vendor is delayed in the completion of the work by any act or neglect of the City or by any other Vendor employed by the City, or by strikes, fire, lockouts, unavoidable casualties or any cause beyond the Vendor’s control, then the time of completion will be extended for a reasonable time, such reasonable time as the City may decide. The Vendor shall, within two (2) calendar days from the beginning of any such delay, notify the City in writing of the cause of delay. If notice is not provided, the Vendor hereby waives any claim for such a delay. Weather conditions shall not be a justifiable cause for delay.
2. **Equal Employment Opportunity:**

 The Equal Employment Opportunity Workforce Statistics Form provided in Section 7.3 of the City’s Policies and Procedures and as attached as Exhibit I of this Request for Proposals must be completed, executed by a duly authorized officer of the Vendor, and submitted with the Vendor’s proposal. If a Contract is awarded, the successful Vendor shall comply in all respects with the Equal Employment Opportunity Act throughout the performance of its obligations under such Contract. The successful Vendor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, or age. Findings of non-compliance with applicable State or Federal equal employment opportunity laws and regulations may be sufficient reason for revocation, termination or cancellation of such Contract if one is award and such revocation, termination or cancellation shall not be deemed, construed or interpreted as an improper or unlawful breach of the same.

1. **Compliance with Applicable Laws, Ordinances, and Regulations:**

 The successful Vendor shall comply with all applicable federal, state and municipal laws, ordinances, rules, and regulations insofar as they relate or may relate to the performance contemplated by the Contract awarded to said successful Vendor, if any.

1. **Taxes, Licenses, Permits, and Certificates:**

 By law, the City is exempt from paying federal excise tax, state and local retailers' occupation tax, state and local service occupation tax, use tax, service use tax, and sales tax. The City's tax-exempt number shall be furnished upon request of the successful Vendor.

 Where necessary and appropriate, within thirty (30) business days of executing a Contract, if any is awarded, the successful Vendor shall (i) secure and pay for, at its own expense, all necessary permits, licenses, and certificates of authority required to complete the work contemplated herein; (ii) comply with all requirements of such permits, licenses, and certificates; and (iii) keep and maintain all such licenses, permits, and certificates in full force and effect throughout the term of the Contract.

1. **Indemnification:**

 In the event that a Contract is entered into by and between the City and a successful Vendor, the successful Vendor shall indemnify, defend, save, and hold harmless the City, its elected officers, appointed officers, employees, and volunteers from any and all actions, causes, causes of action, judgments, decrees, orders, liability, loss, costs and expenses (including but not necessarily limited to attorneys’ fees actually incurred), demands, taxes, damages, or penalties of whatever nature, whether in law or in equity, whether through judicial or administrative proceeding, that the aforesaid or any of them may suffer, incur, sustain, or become liable for, on account of any negligent, willful, wanton, or intentional act or omission on the part of the successful Vendor or any of its directors, officers, managers, employees, agents, representatives, or assigns in connection with the implementation of the Software contemplated in this Request for Proposals or which occurs because of, arises out of, or is directly or proximately caused by the failure of the Software or any component thereof. Notwithstanding the immediate foregoing and without waiving the same, the successful Vendor, if any, shall have no obligation to indemnify, defend, save, or hold harmless any of the aforesaid persons if any such action, cause, cause of action, judgment, decree, order, liability, loss, cost or expense (including but not necessarily limited to attorneys’ fees actually incurred), demand, tax, damage, or penalty occurs because of, arises out of, or is directly or proximately caused by any negligent, willful, wanton, or intentional act of the City or any of its elected officer, appointed officers, employees, or volunteers.

1. **Notices:**

 Any notice required to be given under this Request for Proposals or any Contract entered into by and between the City and a successful Vendor, if any, shall be given as follows:

To the successful Vendor: Address and facsimile number included in Tab 12

To the City: Urbana Finance Department, City Building, 400 South Vine Street, Urbana, Illinois 61801.

Written notices shall be given in any one or more of the following ways and any such notice shall be deemed effective as hereinafter provided:

1. If by First Class U.S. Mail – Certified or Registered Mail – Return Receipt Request, such notice shall be deemed effective on the fourth day following the date when the notice is placed with the U.S. Postal Service if placed in a properly addressed envelope bearing proper postage.
2. If by personal delivery, such notice shall be deemed effective on the date when such personal delivery is made if made prior to 4:00 p.m. in the time zone where the intended recipient of such notice is located and if delivered after 4:00 p.m., then such notice shall be deemed effective on the following day.
3. If by overnight courier, such notice shall be deemed effective on the date when such personal delivery is made if made prior to 4:00 p.m. in the time zone where the intended recipient of such notice is located and if delivered after 4:00 p.m., then such notice shall be deemed effective on the following day.
4. If by facsimile, such notice shall be deemed effective on the date immediately following the date when the facsimile was transmitted but only if the transmitting facsimile machine prints out an acknowledgement that the notice recipient’s facsimile machine received the facsimile.

No other form of notice shall be deemed effective.

1. **Subcontractors:**

 Any subcontractor or component supplier that the successful Vendor, if any, may use when submitting its proposal must be identified by name, address, telephone number, and contact person along with the component which is being proposed as part of the Vendor’s proposal. The City shall have the right to reject that subcontractor but such right shall be exercisable only for reasonable cause.

1. No Contractual Relationship: Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor or component supplier and the City.

1. Responsibility of Vendor: The Vendor agrees to be fully responsible to the City for the acts or omissions of its subcontractors and of anyone employed directly or indirectly by the Vendor and/or subcontractors and this Contract obligation shall be in addition to the liability imposed by law upon the Vendor.
2. **Inclusion of Intellectual Property:**

 To the extent that any trade secret, patent-protected, copyrighted, software license, or other legally protected property right is proposed to be incorporated into the Software which the Vendor offers to deliver pursuant to its proposal, the Vendor shall represent and warrant that it has the right to incorporate into such Software any and all such trade secrets, patent-protected devices, copyrighted items, software licenses, and other legally protected property rights.

1. **Public Records and Requests for Confidential Treatment**

Proposals become the property of the City and along with later submissions, will not be returned to the proposing party. Your proposal will be open to the public under the Illinois Freedom of Information Act (“FOIA”) (5ILCS 140) and other applicable laws and rules, unless you request in your proposal that City treat certain information as exempt.

1. A request for confidential treatment will not supersede the City’s legal obligations under FOIA. The City will not honor requests to exempt entire proposals, and it shall be your responsibility as the proposing party to show the specific grounds under FOIA or other law or rule that support exempt treatment. Regardless the application of any exemptions pursuant to FOIA or other law or rule, the City shall disclose the successful Vendor’s name, the substance of the proposal, and the price.
2. If you request exempt treatment of portions of your proposal, you must submit an additional copy of your proposal with such exempt information deleted. This copy must state the general nature of the material redacted and shall retain as much of the material as possible. You, the proposing party, shall be responsible for any costs associated with the City’s defense of your request for exempt treatment. Further, you agree to allow the City to facilitate evaluation, or to respond to requests for public records. Additionally, you warrant that the copy or duplication of your proposal pursuant to a request for public records will not violate the rights of any third party.
3. **Proprietary Information**

Any restrictions on the use of information contained within a proposal shall be clearly stated as such within the proposal. The City will only be able to comply with a request for confidentiality to the extent allowed by law.

1. **Jurisdiction and Forum**

The parties covenant and agree that the Laws of the State of Illinois shall govern this Agreement. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and/or Federal Court located in the County of Champaign, State of Illinois, and stipulate that those courts have jurisdiction and venue over each party for the purpose of litigating any dispute, controversy or proceeding arising out of or related to this Agreement. Further, each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement.

1. **Public Advertising**

The Vendor is specifically denied the right to use the name of the City of Urbana for public advertising or reference in any form or medium without the express written permission of the City of Urbana.

1. **SCOPE AND QUALITY OF WORK:**
2. **Scope of Work:**

*The City’s expectations for the Scope of Work are documented in the Request for Proposal; vendors are invited to clarify the Scope of Work in their proposal.*

1. **Meeting Specifications:**

 The terms, conditions and specifications included in this Request for Proposals describe the Software which the City seeks to license.

1. Workmanship: All work performed shall be performed and accomplished in a first class and workmanlike manner to the satisfaction of the City and in accordance with the best practice standards and standard specifications recognized in the field unless specifically provided for otherwise in the Specifications or approved by the City in writing.

1. Hold Harmless – Patents and Copyrights: The Vendor shall defend and hold the City, its officers, agents and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Contract.
2. **Silence of Specifications**

The apparent silence of the specifications as to any detail or apparent omission from it as to a detailed description concerning any point shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best materials, software, or workmanship are to be used.

1. **Extra Work and Change Orders**

The Vendor shall perform only work authorized by the contract. Should the size or complexity of the project exceed the amount of work defined by the contract, the Vendor shall obtain written authorization to perform extra work before such work is actually performed. The cost to perform any work prior to written authorization shall be paid exclusively by the Vendor and shall not be reimbursed by the City.

Vendor shall not accept verbal change orders. No change order is binding unless reduced to writing and signed by both parties.

The Vendor shall not be paid for costs incurred above the approved contract amount plus the cost of approved change orders approved in accordance with the requirements of the Urbana Municipal Code.

1. **Warranties and Maintenance Agreement:**

To the extent a Vendor provides any warranty or warranties regarding the Software, any component part and/or sub-assembly thereof, or any equipment supplied therewith, copies of any and all such warranties shall be included with the Vendor’s proposal at the time such proposal is submitted to the City.

1. The Vendor warrants that the Software, materials, articles and workmanship used in the work shall be free from defects, suitable for the particular purpose intended, and merchantable. The Vendor shall correct defective work at the Vendor’s own cost, as addressed in a Maintenance Agreement as agreed to by and between the Vendor and the City.

1. Nothing contained herein shall prohibit the City from invoking or pursuing all other remedies available in law or equity.
2. **Inspections, Correction and Rejection**

In the event a Contract is awarded to a successful Vendor, the City shall have the right to fully inspect and test the Software included thereon and therewith prior to accepting implementation of the Software. The City shall have the right to reject implementation of the Software in total or component thereof if it fails to conform to the specifications contained in the Contract and/or if it fails to perform as reasonably required for the purpose for which the City sought to acquire.

The City shall have the right to reject software or workmanship that does not meet the functionality documented in the Contract, is defective, or requires correction. Rejected software or workmanship shall be satisfactorily corrected at the Vendor’s expense. If the Vendor does not correct such defective work within 30 days, or another time period agreed upon between the City and the Vendor and fixed in writing, the City may remove or correct the work and charge the expenses to the Vendor.

1. **PAYMENT TERMS:**
2. **Payment To Successful Vendor:**

 In the event that the City awards a Contract pursuant to this Request for Proposals and such Contract requires the City to make periodic payments to the successful Vendor, all such payments shall be credited by the said Vendor toward the agreed-upon Contract price.

 Upon performance of each milestone defined in Tab 4, and after the City has agreed in writing that such milestone has been reached satisfactorily, the City shall pay the amount required to be paid upon satisfactorily reaching such milestone as provided in the Tab 4. The milestones for payment will be based on the Implementation summary described in Tab 4 of the proposal, and the payment schedule will be defined in the Contract.

1. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
2. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Vendor shall execute and deliver to the City a release of all claims against the City arising under or by virtue of this Agreement.
3. To the extent allowed by law, the Vendor agrees that it shall not attempt to enforce provisions of the Illinois Local Government Prompt Payment Act in regards to this Contract.
4. **Payment Hold-Back:**

The City reserves the right to hold back from payment ten percent (10%) of any payment due under the Contract.

1. For each implementation timeline presented in Exhibit C, the project timeline contained in the Contract will include a final acceptance test of the software that the City will conduct before approving its use in Production.
2. For each implementation timeline presented in Exhibit C, six (6) months after the date that acceptance testing was approved the City shall disburse the hold-back amount to the successful Vendor if: there are no outstanding significant issues, there is no claim of breach of the Contract, and there is no claim under any warranty provided for in the Contract.
3. **City’s Right to Withhold Certain Amounts and Make Application Thereof**

In addition to the payments to be retained by the City under the other provisions of these General Conditions, the City may withhold a sufficient amount of any payment otherwise due to the Vendor to cover the following:

1. For claims arising in and from the performance of the work on the project under this Contract.
2. For defective work not remedied.
3. For failure of the Vendor to make prompt payments to its subcontractors and suppliers.

The City shall disburse and shall have the right to act as agent for the Vendor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom (including the City). The City will render to the Vendor a proper accounting of all such funds disbursed on behalf of the Vendor.

1. **Reimbursable Expenses**

In addition to payments provided for in paragraphs above, the City shall pay the Vendor the actual costs of all reimbursable expenses incurred in connection with all Contracted Services. The City will monitor and review travel costs to verify that the Vendor is minimizing travel. Expenses will be reimbursed as follows:

1. At the current federal per diem for meals, incidentals & lodging (applicable to Urbana, Illinois) at the time of the expense.
2. At the current federal mileage reimbursement rate at the time of the mileage.
3. The actual cost of other travel expenses.

Vendor agrees to use hotels located in the City of Urbana.

1. **Payments in Event of Termination**

In the event of termination by City upon the completion of any phase of the Contract, no further payments will be made to the Vendor, and payments made shall constitute total payment for such services. Any hold-back amounts will be retained by the City.

1. **OTHER TERMS**
2. **Disputes:**
3. Any dispute regarding the interpretation, construction, performance, or breach of any Contract awarded, if any, shall be first submitted to mediation between the successful proposer and the City. The parties to any such Contract shall cooperate in the selection of a mutually acceptable mediator. If the parties fail to agree on a mediator, then each party shall designate a third person and those third persons shall select a mediator. Any fees required to be paid to the mediator shall be paid on an equal basis by the parties to the Contract. The mediator shall have the authority and discretion to establish the rules of procedure governing the mediation.
4. In the event that the parties’ efforts to mediate a dispute arising under Sub-Paragraph “a.” of this Paragraph fail to result in a mutually acceptable settlement of the dispute, then either may initiate and maintain an action in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois or in the United States District Court for the Central District of Illinois. Each party shall bear its own costs and expenses, including but not necessarily limited to its attorneys’ fees.
5. **Insurance**
6. General Requirement. During the term of the contract, at its own cost and expense, the Vendor shall maintain in full force and effect insurance policies as enumerated below.
7. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
8. Additional Insured. The City of Urbana and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City’s interest as an additional insured party shall be on a primary and non-contributory basis on all policies and should include the following statement on the insurance certificates, “The City of Urbana and its officers and employees are added as additional insured parties on all policies on a primary and non-contributory basis.”
9. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
10. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
11. Time of Submission; Certificate of Insurance. At or before the time of execution of this contract and prior to commencing any work activity on the project, the Vendor shall provide the City with certificates of insurance showing evidence the insurance policies noted below are in full force and effect and giving the City at least 30 days written notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The Vendor shall provide any renewal certificates of insurance automatically to the City at least 30 days prior to policy expiration. The Vendor shall upon request of the City provide copies of any or all insurance policies.
12. Types and Limits of Insurance.
13. Workers' Compensation:

Coverage A: Statutory Limits

Coverage B: One hundred thousand dollars ($100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.

1. General Liability:

Combined single limits of at least one million dollars ($1,000,000) per occurrence. General Liability Insurance shall include:

 a. Products and completed operations coverage.

 b. Contractor's Protective coverage.

 c. Personal Injury Liability coverage.

1. Automobile Liability: Combined single limits of at least one million dollars ($1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
2. Professional Liability: A professional liability errors and omissions policy with limits of at least one million dollars ($1,000,000) per claim, with an aggregate of three million dollars ($3,000,000). If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
3. Umbrella Liability policies may be used to satisfy the limits named above.
4. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Vendor shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Vendor will be held solely responsible for the amount of such deductible and for any co-insurance.
5. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Vendor.
6. **Bankruptcy and Insolvency:**

 In the event that the successful Vendor seeks protection under the United States Bankruptcy Code (11 U.S.C. § 101, et seq.) following the awarding of any Contract pursuant to this Request for Proposals, the Contract shall become immediately, irrevocably and automatically void *ab initio* and of no further legal effect the same not being deemed by the successful Vendor as an asset of that successful Vendor. Further, to the extent the successful Vendor includes on any bankruptcy schedule any reference to any Contract it has been awarded pursuant to this Request For Proposals, such inclusion shall include a note or statement that the Contract automatically, by its express terms, became null, void, unenforceable, and of no legal effect upon the said Vendor’s filing of its initial bankruptcy petition and that the City has a first-in-time first-in-right security interest in any deposit and interest earned thereon which the City provided to the said successful Vendor.

 If the successful Vendor shall become insolvent, or fail to meet its financial obligations, at any time prior to completing full performance of the Contract, then the Contract may be terminated at the sole option of the City upon five (5) days written notice to said successful Vendor and in no event shall this Contract be, or be treated as, an asset of the successful Vendor in any liquidation by the said successful Vendor.

1. **No Assignment of Contract:**

Any Contract awarded, if any, pursuant to this Request for Proposals shall not –

1. be assignable, whether voluntarily, involuntary or by any process of law, by the successful Vendor without the express advance written permission of the City; or
2. come under the control of any creditor, receiver, administrator, executor, or trustee, including but not necessarily limited to a bankruptcy trustee, of the successful Vendor without the express advance written permission of the City.

In the event of any effort to assign the Contract or should the Contract come under the control of any one or more of the persons identified in Sub-Paragraph “b.” of this Paragraph, the said Contract shall become automatically, immediately and irrevocably void *ab initio* and of no further legal force or effect.

1. **Defaults and Cure:**

 In the event a Contract is awarded pursuant to this Request for Proposals and a party thereto defaults on its performance under such Contract, the other party shall provide written notice to the allegedly defaulting party which describes in reasonable detail the nature of each default alleged and which identifies the paragraph(s) or subparagraph(s) of the Contract which is or are alleged to be in default. The recipient of the default notice shall respond in writing to the said notice of default within fourteen (14) business days of such notice and shall (i) acknowledge the default and provide a specific reasonable date by which each such noted default shall be cured and the means of doing so, or (ii) state that the recipient believes that no such default has occurred and provide a reasonable description or explanation for the recipient’s assertion that no such default(s) has or have occurred. In the event that the recipient of the default notice acknowledges that one or more defaults have occurred but that the party giving notice of default rejects the timetable or means by which the recipient of such notice shall cure such default, the parties shall confer in an effort to agree on a reasonable timeframe and/or means, as the case may be, for curing each such default.

1. **Termination**

The City may serve notice upon the Vendor of intention to terminate unless certain remedial actions are taken to correct any default in accordance with Section 44. Unless within five (5) days after the serving of such notice upon the Vendor such violation shall cease and arrangements satisfactory to the City for correction be made, the Contract shall upon expiration of said five (5) days cease and terminate with no further notice.

1. After termination, the City may take over the work and prosecute the same to completion at the expense of the Vendor, and the Vendor shall be liable to the City for any excess cost occasioned to the City thereby, and in such event the City may take possession of and utilize in completing the work, such materials and equipment including those of the Vendor as may be on the site of the work and necessary therefore.
2. Vendor shall be responsible for all costs incurred by the City to enforce any provision of this Contract and/or to remedy any Vendor default or breach of this Contract, including all court costs and reasonable attorneys’ fees.

#

# Exhibit H: Purchasing Certification Form

Form appears on the next page.

1.
2. **CITY OF URBANA, ILLINOIS**
3. **PURCHASING CERTIFICATION FORM (Rev. 4/06)**
4. The City of Urbana requires all vendors doing business at the above levels with the City to comply with certain local, state and federal requirements. By signing below, the vendor certifies that they are familiar with and are in compliance with all of the legislative acts summarized below. False certification on this form, or the failure to fully comply with all of the requirements of these acts, may result in the termination of any contract, debarment from future contacts from either the City of Urbana, State of Illinois or any other governmental agency, and may subject the vendor to other legal actions.
5. **DRUG FREE WORKPLACE ACT:** An act to create a drug free workplace and prevent the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by anyone while involved in the performance of a contract for the City of Urbana. (30 ILCS 580/1 et. seq.)
6. **CERTIFICATION OF COMPLIANCE:** An act to insure that all contracts for goods, services or construction are obtained only through an independent noncollusive submission of offers, the vendor must certify that it is not barred from contracting with any unit of the State of Illinois or any Illinois local governmental agency as a result of any bid-rigging or bid-rotating. (720 ILCS 5/33E 1 et. seq.)
7. **DELINQUENT TAXPAYERS:** An act to certify that any vendors doing business with the City of Urbana are not delinquent in the payment of any tax administered by the Illinois Department of Revenue. (65 ILCS 5/11-42.1-1)
8. **SIGNATURES (COMPLETE APPROPRIATE SECTION)**
9. **INDIVIDUAL [ ] PARTNERSHIP [ ] CORPORATION [ ]** (check one)
10. Name of the Business \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
11. Signed By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
12. Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
13. Business Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
14. Business Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
15. Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Exhibit I: Equal Employment Opportunity Workforce Statistics Form

Form appears in a separate document.