



Request for Proposals # 274-IT2024-01

Title: Agenda & Meeting Management Platform

Issue Date: January 26, 2024

Due Date: March 8, 2024, no later than 5:00 PM EST.

LATE PROPOSALS WILL NOT BE ACCEPTED

Issuing Department: Information Technology

Direct all inquiries concerning this RFP to:

Veronica Luna

Enterprise IT Senior Business Analyst

Email: Veronica.Luna@raleighnc.gov

Table of Contents

1.	Introduction	2
1.1	Purpose	2
1.2	Background.....	2
1.3	RFP Timeline	3
1.4	Pre-Proposal Conference	3
1.5	Proposal Question	3
1.6	Proposal Submission Requirements & Contact Information	4
1.7	MWBE Participation Form	5
1.8	Rights to Submitted Material.....	5
1.9	Communications	6
1.10	Lobbying	6
1.11	Conflicts of Interest	6
1.12	Proposer Expenses	7
1.13	Proposer Acceptance	7
2.	Proposals	7
2.1	Request for Proposals Required Document Format	8
2.2	RFP Documents	10
3.	Proposal Evaluation	10
3.1	Proposal Evaluation Criteria (Stage 1).....	10
3.2	Interview/Demonstration (Stage 2)	11
3.3	Final Selection	11
3.4	Notice to Proposers Regarding RFP Terms & Conditions	12
3.5	Contract Term.....	12
4.	Scope of Services	13
	Appendix I – Proposal Cost Form	21
	Appendix II – Proposer Questionnaire	22
	Appendix III – Reference Questionnaire (Instructions)	23
	Appendix III – Reference Questionnaire Form.....	24
	Appendix IV – MWBE Participation Form	26
	Appendix V – Contract Standard Terms & Conditions.....	27
	Appendix VI – Exceptions to RFP	37

1 INTRODUCTION

1.1 Purpose

The City of Raleigh (COR) is soliciting proposals from one or more firm(s) with which to contract for the following services:

To find and implement a tool for the City of Raleigh to manage agendas, minutes, and possibly other process aspects of public meetings in a way that modernizes and optimizes workflow, integrates with other City platforms, and results in a more seamless user experience for employees and the public.

A detailed scope of services is provided in Section 4 of this document.

All information related to this solicitation, including any addenda, will be posted to the North Carolina Electronic Vendor Portal (eVP) at <https://evp.nc.gov/>.

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

Contact Name	Email Address
Veronica Luna	Veronica.Luna@raleighnc.gov

Questions submitted via telephone will not be answered.

1.2 Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest-growing areas in the country. An excellent economy, top educational institutions, and exceptional healthcare facilities are some of the characteristics that attract people to the Triangle area. The mild climate, diverse workforce, and proximity to Research Triangle Park make Raleigh a great place to live.

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

While the City is primarily focused on replacing the current agenda management platform, several other platforms and processes are connected to the overall process of public meeting management. For these areas, we have not detailed specific requirements in this

document. Still, we encourage responses to include any modules or aspects of their platform that perform these same functions or can integrate with these existing systems.

The City utilizes Granicus Boards and Commission's platform to allow the public to apply online for boards and commissions, track appointments and associated data, display board rosters and data through our website, and provide council visibility to applicants and nominations.

The City utilizes OpenText Alchemy's document management software to digitally archive City Council minutes, ordinances, resolutions, and other documents. Records in this database, which date back to 1945, are searchable with optical character recognition (OCR) technology.

The City uses cloud-based software and an encoder; the City uses Granicus tools (GovMeetings, Live Cast, Open Platform Suite) to stream public meetings in HD from anywhere. With the current solution, we can live index items, record and publish minutes associated with video, and provide archive videos for on-demand viewing. These can be published and accessible through a searchable view page.

In the search for a new meeting, minutes, and agenda management tool, the City has the following objectives in mind:

- Streamline the process – make it easy for staff and the public to engage with meetings, minutes, and agendas for public meetings.
- Facilitate an optimal user experience and user-friendly interface that supports transparency during and after meetings.
- Leverage features that enhance the live, in-person experience
- Leverage features that enhance the viewing experience, virtual or after the event
- Seamless integration with existing communication platforms for a smooth user experience for back-end users and the community
- Comply with public records, legal/ regulatory, and storage needs.
- Ensure accessibility (ADA WCAG guidance, mobile-first, responsive)
- Ensure the security of the City's data.
- Allow growth and flexibility for future public meetings, board, or commission needs.
- Adopt best practices and use modern tools and technology for meeting agendas and minutes.

In Scope

- Set up an online agenda, meeting, and management for the City of Raleigh meetings.
- Demonstrate ADA accessibility and responsiveness.
- Configuration and flexibility of process workflows and user permissions
- Degree of branding and configuration of the user interface
- Degree of integration with existing communications tools for a smooth user experience for back-end users and the community
- Training of users – at launch and some sustaining support

- Migration of previous meeting agendas and data from the current platform (BoardDocs)

The proposal should demonstrate the ability to implement and migrate concurrently with the ongoing meeting schedules.

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

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

RFP Process	Date and Time
RFP Advertisement Date	<i>January 26, 2024</i>
Pre-Proposal Conference (if required)	<i>February 09, 2024, 1:30 PM – 2:30 PM EST.</i>
Deadline for Written Questions	<i>February 16, 2024</i>
City Response to Questions (anticipated)	<i>February 23, 2024</i>
Proposal Due Date and Time	<i>March 8, 2024, 5:15 EST.</i>
Demonstration	<i>Begin after the proposal's due date.</i>

1.4 **Pre-Proposal Conference**

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

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 272 918 011 063

Passcode: 5gXKq7

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 919-561-6523,,163651946#](#) United States, Raleigh

Phone Conference ID: 163 651 946#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

1.5 **Proposal Questions**

Requests for clarification and questions about this RFP must be received by the City before the RFP Timeline (Section 1.3) date for the submission of written inquiries. The firm's failure to request clarification and submit questions by the date in the RFP Timeline above shall constitute the firm's acceptance of all the City's terms and conditions and requirements. The City shall issue an addendum reflecting questions and answers to The City needs to receive requests for clarification and questions to this RFP, if any, and shall be posted to the North Carolina electronic Vendor Portal ([eVP](#)). No information, instruction, or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material in an Addendum to this RFP.

It is essential that all Respondents submitting to this RFP periodically check [eVP](#) for any Addenda. The Respondent is responsible for ensuring that all addenda has been reviewed and, if required, signed and returned.

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

Contact Name	Email Address
Veronica Luna	Veronica.Luna@raleighnc.gov

Questions submitted via telephone will not be answered.

1.6 **Proposal Submission Requirements and Contact Information**

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

<u>DELIVERED BY US POSTAL SERVICE MAIL:</u>	<u>DELIVERED BY OTHER DELIVERY SERVICES:</u>
City of Raleigh ATTN: Veronica Luna 1 Exchange Plaza, Suite 900 Raleigh, NC 27601 RFQ No. 274-IT2023-04	City of Raleigh ATTN: Veronica Luna 1 Exchange Plaza, Suite 900 Raleigh, NC 27601 RFQ No. 274-IT2023-04

Proposals must be enclosed in an envelope or package and marked with the name of the submitting company, the *RFP number*, and the *RFP Title*.

Proposers must submit:

- A. one (1) signed original.
- B. one (1) electronic version of the signed proposal and.
- C. and (write the number (x) of paper copies needed by the evaluation team) copies of the signed proposal.

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

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

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

1.7 MWBE Participation Form

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority-owned business enterprises.

Complete and submit the MWBE Participation Form (Appendix IV) with your proposal.

1.8 Rights to Submitted Material

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

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this Request for Proposals. Proposals marked entirely as "confidential," "proprietary," or "trade secret" will be considered non-responsive and will be removed from the evaluation process.

1.9 Communications

Any communications regarding this RFP with any City staff, elected City officials, or evaluation committee members are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the individual designated in Section 1.1 (Purpose) before the deadline provided in the RFP Timeline (Section 1.3). Violation of this provision may result in the firm's proposal being removed from consideration.

1.10 Lobbying

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

1.11 Conflicts of Interest

The City of Raleigh contracts are controlled by three conflicts of interest provisions.

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

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

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

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

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

No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or

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

1.12 Proposer Expenses

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

1.13 Proposer Acceptance

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

2 PROPOSALS

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

2.1 Request for Proposals Required Document Format

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

Tab 1: Cover Letter

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

Tab 2: Corporate Background and Experience

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

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

Tab 3: Financial Information

Review and provide one of the following three (3) financial statement options:

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

OR

2. Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging

the commitment to fund the Proposer's stated financing), personal guaranty with copies of individual income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability.

OR

3. Include a certified, signed statement from a licensed CPA regularly engaged in reviewing the firm's financial information verifying the financial viability of the firm.

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

"Recent" shall be defined as financial statements prepared within the 12 months preceding the date this RFP was issued.

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

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

Tab 4: Project Understanding, Approach, and Schedule

Provide a comprehensive narrative, outline, and graph demonstrating the firm's understanding of and approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. Include a description of each task and deliverable and the schedule for accomplishing each.

Tab 5: Team Firm, Experience and Certifications

This section must include the proposed staffing, deployment, and firm of personnel to be assigned to this project. The Proposer shall provide information on the Proposals and experience of all executives, managerial, legal, and professional personnel to be given to this project, including resumes citing experience with similar projects and the responsibilities assigned to each person. A project-specific firm chart should be included, clearly illustrating each team member's roles, obligations, and reporting relationships.

Tab 6: Cost

Provide at least two complete copies of the cost schedule in a separate sealed envelope. Hourly rates shall be fully burdened to include all costs, all applicable overhead, and profit (including lodging, meals, and transportation). Attach any additional pricing details.

2.2 RFP Documents

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

3 PROPOSAL EVALUATION**3.1 Proposal Evaluation Criteria (Stage 1)**

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

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

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Corporate Background and Experience	20		
Firm Financial Stability	10		
Platform Capabilities & Demonstration	25		
Project Approach	25		
Proposed Cost	20		
Total Score			

Score Points

0 - Missing or Does Not Meet
Expectation

1- Partially Meets Expectation

2- Meets Expectation

3- Exceeds Expectation

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

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

A—the lowest Proposer's cost.

B—The Proposer's cost is being scored.

C—the maximum number of cost points available.

D—Proposer's cost score (points).

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

3.2 Interview/Demonstration (Stage 2)

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

3.3 Final Selection

Proposals will be evaluated and ranked according to the criteria and weighted values outlined in Section 3.1. A final selection for recommendation will be made at this time, or the shortlist of firms will be invited to participate in Stage 2 of the evaluation process. If Stage 2 is implemented, each firm will be evaluated and assigned a score to determine the best firm for recommendation.

After this, the City will negotiate a contract with the most qualified firm. The City will pursue negotiations with the next most qualified firm if negotiations are unsuccessful. Immediately following the City's decision, all Proposers will be notified of their standing.

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

3.4 Notice to Proposers Regarding RFP Terms and Conditions

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

3.5 Contract Term

The Contract shall have an initial term of five years, beginning on the Contract award date (the "Effective Date"). At the end of the Contract's current term, the City shall have the option, at its sole discretion, to renew the Contract on the same terms and conditions for up to a total of written number (X) and an additional one-year term. The City will give the Contractor written notice of its intent to exercise each option no later than 30 days before the end of the Contract's then-current term. In addition, the City reserves the right to extend a contract term for up to 180 days in 90-day-or-less increments.

4 SCOPE OF SERVICES

The awarded Contractor shall provide services as outlined in this RFP and more particularly described in the requirements table below.

Indicate whether each requirement is delivered, configurable, or customizable in the last column of the table.

Business Req ID	Title	Description	Must (M), Nice (N) to have	Delivered / Configuration/ Customization
	Agenda and Meeting Templates	The system should provide standard meeting/agenda templates for each periodic meeting (monthly, twice monthly, etc.) of a public body and standard agenda item templates based on the type of agenda item (contracts, public hearings, street closings, etc.) The City Council currently has four meeting templates. - Board & Commission has one meeting template. - Ability to add more meeting templates and item templates in the future.	M	
		The agenda templates are customized to include The City of Raleigh branding.		
	Free Form Templates	The system shall accommodate free-form miscellaneous agenda templates.	M	
	Submit Agenda Details	The ability to draft a future agenda before the meeting date using an agenda template.	M	
		The system allows users to edit a draft agenda for multiple departments simultaneously.	M	
	Submit Agenda Details	The ability to draft a future agenda before the meeting date using an agenda template.	M	
		The system allows users to edit a draft agenda for multiple departments simultaneously.	M	
		The system shall have standard and custom agenda categories available for selection. e.g. Standard Consent Agenda, Standard Consent Agenda-Grants, etc.	M	

		Customize form fields to enable predefined values	M	
	Attachments	The system shall have the ability to add attachments to the agenda.	M	
		It will allow system users to upload PDF documents in a widely accessible format and open to all devices. However, the documents uploaded shall not allowed to be editable.	M	
	Workflow	The system shall allow assigning tasks (review, edit, approve, or request for action)	M	
		The system must configure users with role-based permissions for workflows/accessibility hierarchy.	M	
		The workflow shall be flexible and easily assign delegation, ad hoc modification, and add/delete users.	M	
		The system shall be able to track changes of all updates and who made edits to the agenda.	M	
		The workflow is to display the timestamp of changes and editors and status. e.g., Submitted, approved, rejected, and final approval.	M	
		The workflow does not allow departmental users to make further edits to an agenda after final approval—a “lockout” feature at a certain point.	M	
		The system shall not allow users to add new agenda items past the deadline.	M	
		The ability to route the agenda draft to the serial or parallel workflow approver.	M	
	Meetings	Ability to quickly select an upcoming meeting or meeting category, enter a subject, choose access, meeting type, goals, and content, and select agenda template to pre-populate content.	M	
		The ability to have past meetings unavailable for selection or an alert that users can no longer submit agenda items for past meetings.	M	
		The ability to have a meeting agenda and attachments accessible and searchable to the public, members of the body, and others.	M	

		The ability to add attachments such as background information and materials. e.g., PDF files, etc.	M	
		The ability to edit drafts, save, print, and reject.	M	
		The ability to view the stage/status of all items in the workflow. e.g., step 1 of 2, submitted by, waiting for.	M	
		The ability to send a system-generated notification to the next approver in the workflow with a link that directly sends the approver the item to approve.	M	
		The system shall have a meeting viewer/display control panel for starting meetings and showing presentations, roll calls, votes, and speaker displays.	M	
		A board member can log into the software and mark notes/comments/references once the agenda is released. *The board member role is based only on editing/viewing notes/comments/references.	M	
	Published Agenda	The system allows the agenda to be preloaded before the meeting; however, the system should not allow any presentation (slide deck) to be accessible to the public until the session has begun.	M	
		The ability to publish approved upcoming agendas/meetings (active).	M	
		All published meetings, whether upcoming or migrated, are organized and accessible to the public. Past meetings go back many years.	M	
		The ability to display featured/upcoming meetings on a public-facing interface/dashboard.	M	
		The ability to rotate past meetings off the dashboard automatically.	M	
		The system can add council comments made during the meeting into the meeting minutes and publish them.	M	
	Meeting Minutes	The system can provide the meeting draft template for meeting minutes and the flexibility to add content during meetings and post-meetings.	M	
		The ability for users to efficiently compile and publish meetings.	M	

		The ability for meeting minutes to be automatically generated by the system.	M	
		Having meeting minutes available for the public and easily retrieved after post-meeting.	M	
		All meeting minutes shall go through an approval process.	M	
		Meeting minutes shall restrict user editing after meetings when the minutes are no longer active.	M	
	Setup/ Maintenance	<p>The ability to efficiently set up users and easily maintain their profiles.</p> <p>The city prefers Microsoft AD authentication but requires a hybrid authentication because not all board members will have a City AD account.</p>	M	
		The ability to efficiently set up “global settings” for governing bodies.	M	
		Customize email notifications	M	
		Set up when to release meetings to the public.	M	
		The ability to develop a “cover page” that informs the public standard data for regular recurring meetings. e.g., Regular meeting – first Tuesday – afternoon and evening session. Information to include meeting date, time & location, board members name and title, links to agenda item related to the meeting.	M	
	Searching	<p>The system shall have a robust and powerful search engine that gathers relevant data from various keywords/criteria to provide the best results—the ability to sort and filter based on multiple attributes.</p> <p>Search page with filters: by date, date range, departments, keywords, meeting title, board/commission/committee, feature coming meetings, and agendas.</p>	M	

		Users (public, board, staff) can easily search for historical meetings, meeting minutes, attachments, etc.	M	
	System Accessibility	A web-based platform that supports scalability and mobile responsiveness. It should be user-friendly and accommodate ADA and diverse language translation.	M	
	Storage	Ability to have storage capacity for exporting files from the systems in a file format we accept. e.g., agendas, live processing, etc.	M	
		The ability to have full access to stored files.	M	
		The ability to have unlimited storage of data and support of a variety of data retention.	M	
	Community Engagement	effortless, modern user experience for staff and the public	M	
		The system shall provide easy access to public meetings.	M	
		The system shall be able to send email notifications or registered confirmations.	M	
	Technical	The ability to provide entirely or hybrid Cloud-based services inclusive of email delivery, web hosting, and SSL certificate management provided by the solution	M	
		Follow WCAG's latest guidelines for accessibility and comply with the guidelines for mobile coverage and documents/software.	M	
		The ability to migrate data. i.e., record agenda items, associated presentations, retention, and disposition schedules.	M	
		Permissions and roles are managed using a tree system or structure: authors, editors, approvers, publishers, and administrators.	M	
		Have a workflow for users to monitor content; however, limit content to be pushed to live under roles and permission.	M	
		The proposed technology should support the ability to be easily indexed by standard web	M	

		crawlers' technology. Additionally, it should include support for SEO good practices.		
		The system shall allow for the upload/download of agendas and meeting minutes.	M	
	Design and UX	Able to create nested tree structures by departments, sub-brands, and other areas.	M	
		Mobile-ready markup system	M	
		Meet AA WCAG standards and ADA guidelines.	M	
		Management of unlimited and sometimes simultaneous numbers of meetings, minutes, agendas, and presentations	M	
		Meeting sign-up (to join and speak) capability with fully customizable form templates.	M	
		To allow the attachment of a PDF/DOC viewer, add comments, and track the agenda, meetings, meeting minutes, etc.	M	
		To have Reports and analytics capabilities	M	
	Support/Training	<ul style="list-style-type: none"> • Initial • Ongoing • Feature changes, new software releases • End user support and post-implementation 	M	
	Security	Comply with North Carolina Statewide Information Security Policy information security standards in protecting but not limited to the City of Raleigh data, users, and network. Vendors are required to show evidence from the Vendor Readiness Assessment Report and provide their results.	M	

			Nice to have (N)	
	Closed Captioning and Subtitling	The system shall have the ability to display text or transcript audio as the meeting occurs seamlessly (Live cast encode)	N	
	Video	1.0 The ability to directly link to the video and the user's ability to watch the video from the application.	N	
		2.0 The system shall allow individuals to sign up and register to participate in public meetings.	N	
		3.0 Divide pool time for public meetings equally to each speaker.	N	
		4.0 The ability to add video attachments to meetings.	N	
	Action/Motion	5.0 Demonstrate the ability to capture meeting actions.	N	
		6.0 Boards and Commission Management appointments and nomination process.	N	
		<p>RESTful modern two-way API to support integration with a variety of enterprise systems, E.g.:</p> <ul style="list-style-type: none"> • Integration with Drupal CMS for raleighnc.gov • Cludo, raleighnc.gov search. • Integration with SharePoint for docs • Integrate with Granicus GovDelivery (subscribers list and email/texting) • Live meeting streaming and agendas (YouTube streaming or similar) (to have agenda alongside) (add specifics) • Zoom or all Teams Webinar • PublicInput • Microsoft Entra (Azure AD) SAML-based single sign-on • Data Management tools • Data visualization tools, reporting <p>7.0</p>	N	
	Design and UX	Meet City Brand and user experience standards.	N	
		Easy access to the back end to update branding styles and structures through a dashboard interface or code-based	N	

		environment. Brand management: logo, colors, font, styles, embed, layouts, theming, and customizations.		
		The ability to native or integrated languages/ translations feature.	N	
		Notification system for members and speakers with meeting changes and details (E.g., SMS, email – integrated with our ESP) Auto email to staff speakers to make sure raleighnc.gov content is updated.	N	
		Meeting time trackers (E.g., public comment limit to 2 minutes)	N	
		The ability to have Translation module capabilities.	N	

APPENDIX I

PROPOSAL COST FORM

Awarded Contractor shall perform the services to be performed as set forth in this RFP and, more particularly, described in Section 4 for a not to exceed total amount of

\$ _____.

The proposal shall attach the proposal cost breakdown to this Appendix I Proposal Cost Form.

Firm Name: _____

Authorized Signature _____ Date _____

Signed by: _____
[Type or Print Name]

Title of Signer: _____

APPENDIX II PROPOSER QUESTIONNAIRE

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

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

APPENDIX III
REFERENCE QUESTIONNAIRE
(Instructions)

274-IT2024-01 Agenda and Meeting Management Platform

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

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

APPENDIX III

REFERENCE QUESTIONNAIRE FORM

274-IT2024-01 Agenda and Meeting Management Platform

(Name of Business Requesting Reference)

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

This form is to be returned to the City of Raleigh, **Veronica Luna** via email to **Veronica.Luna@raleignc.gov** no later than **5:15 p.m. EST, March 8, 2024** and **MUST NOT** be returned to the company requesting the reference.

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

Company Providing Reference

Contact Name and Title/Position

Contact Telephone Number

Contact Email Address

Questions:

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

Comments:

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

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

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

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

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

☐ 3= Excellent ☐ 2= Satisfactory ☐ 1= Unsatisfactory ☐ 0= Unacceptable

Comments:

5. How would you rate the dynamics/interaction between the company and your staff?

☐ 3= Excellent ☐ 2= Satisfactory ☐ 1= Unsatisfactory ☐ 0= Unacceptable

Comments:

6. Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors, or other factors on which you based the rating?

(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____

Comments:

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

Comments:

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

Comments:

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

Comments:

APPENDIX IV

MWBE PARTICIPATION FORM

IDENTIFICATION OF MWBE PARTICIPATION FOR INFORMAL CONTRACTS

This Identification of MWBE Participation Form captures information regarding utilizing MWBEs and other subcontractors and suppliers on Informal City Contracts. MWBE participation is encouraged for all City of Raleigh contracting opportunities. Please refer to the City's MWBE Policy for any contract-specific requirements. *Copy this Form as needed.*

COMPANY NAME			
PROJECT NAME			
PROJECT NUMBER		CITY DEPARTMENT	
CONTRACT TYPE	<input type="checkbox"/> Services <input type="checkbox"/> Other _____*		
<input type="checkbox"/> PRIME IS MWBE	Classification: _____ " Certified with NCHUB " Certified with NCDOT-DBE	RFP SUBMITTAL DATE	

*MWBE Classifications:

American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

☐ **WORK TO BE SELF-PERFORMED**

Check this box only if you intend to perform 100% of the work for this Contract with your current workforce and you normally perform and have the capability to perform all elements of this work for this Contract with your own current workforce.

MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors you intend to use for this Contract, regardless of dollar amount.

Company Name	MWBE Classification*	Description of Services	Percentage of Total Contract	Total Projected Utilization (\$)

*MWBE Classifications:

American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

Total Estimated MWBE Utilization*

\$ _____

Total Proposal Amount*

\$ _____

Percent Estimated MWBE Utilization*

_____ %

(Total Estimated MWBE Utilization divided by Total Bid Amount)

APPENDIX V

CONTRACT STANDARD TERMS AND CONDITIONS

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

1. **Compensation; Time of Payment**

The standard City of Raleigh payment term is NET 30 days from the invoice date. For prompt payment, all invoices should be emailed to (accountspayable@raleighnc.gov) or mailed to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the Purchase Order Number. Invoices submitted without the correct purchase order number will result in delayed payment.

2. **Workmanship and Quality of Services**

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.

3. **Non-discrimination**

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract to benefit the City of Raleigh and its residents. An action for specific performance, injunctive relief, or any other remedy available at law or equity may enforce it. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

4. **Minority and Women-Owned Business Enterprise**

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority-owned business enterprises.

5. Assignment

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

6. Applicable Law

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

7. Insurance

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

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

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

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

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

Certificate of Insurance – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. Suppose the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein or receives notice that coverage no longer complies with the insurance requirements herein. In that case, the Contractor agrees to notify the City within five (5) business days with a copy of the

non-renewal or cancellation notice or written specifics as to which coverage is no longer compliant. **The Certificate Holder's address should read:**

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

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

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

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

8. Indemnity

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

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

9. Intellectual Property

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

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

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

10. Force Majeure

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

11. Advertising

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

12. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

The contractor acknowledges and understands that the City is not conferring any license to the Contractor under this Agreement to use or depict the Tree Logo or other aspects of the City Brand.

The contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by the Contractor for the City under this Agreement contemplate the use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage, and display materials, the Contractor shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

13. Communications

Suppose communications to the public and City employees are required as part of the Contractor's scope of work under this Contract. In that case, the Contractor shall work

with the City in the development of a communications plan (“Communications Plan”) that the City must first approve in writing before any such communications are delivered to the public and City employees.

For purposes of this Section 13, such written approval by the City shall be provided by electronic mail by the applicable City Communications Department employee who is responsible for reviewing and approving the Communications Plan, such electronic mail is to be sent to the electronic mail address listed in Section 5, above, as part of the contact information for the Contractor representative identified in Section 5, above.

Among other things, the Communications Plan must establish whether the City or the Contractor will be responsible for sending any such communications to the public and City employees as required either by this Contract or the Communications Plan. The Communications Plan also shall include, but not be limited to, communications objectives, target audience, and deliverables (print, video, website, social, direct, or digital). The Contractor shall comply with the Communications Plan when communicating to the public and City employees pursuant to this Contract and the Communications Plan. All such communications shall comply with the City’s brand and communications guidelines, as the same may be amended or modified from time to time.

The City’s current brand and communications guidelines are incorporated into this Contract by reference and can be found on the City’s website here: <https://raleighnc.gov/doing-business/city-brand-guidance-vendors>.

For purposes of this Section 13, “Communications” is defined as any public or City employee facing information presented in channels such as, but not limited to, a website, mobile applications, social media, printed materials, vehicles, billboards, and videos.

a. Communications Plan Approval:

Any materials, messaging, or outreach from the Contractor related to marketing and communications of any service or effort under this Contract must first be reviewed and approved by the City’s Communications Department. This is to ensure that the Communications Plan (i) complies with the City’s brand and communication guidelines, (ii) integrates with the City’s other communications channels and digital strategy, (iii) meets accessibility guidelines, and (iv) conforms to communications best practices with respect to general user experience.

b. Accessibility Requirements:

For web content that the Contractor is to make accessible to the public and City employees as part of an approved Communications Plan that is included in the Contractor’s scope of work under this Contract, all web materials including, but not limited to, tools, mobile applications, and websites, generated by, or on behalf of, the Contractor must meet at least the mid-range conformance level, AA compliance of the current Web Content Accessibility Guidelines, as the same may be amended from time to time.

Any such web content generated by, or on behalf of the Contractor, as part of a Communications Plan associated with this Contract, shall meet all standards of good cognitive web accessibility, which include the following:

- i. Using proper headings and lists
- ii. Using unique links
- iii. Using alternative text and captions
- iv. Using white space
- v. Dividing content into more manageable pieces
- vi. Making forms manageable by breaking them into multiple, sequential steps
- vii. Providing a logical reading order
- viii. Being consistent with fonts, colors, and locations of page elements
- ix. Offering keyboard access
- x. Offering content in multiple formats
- xi. Understanding minimum contrast

c. Languages:

Digital sites/ tools for public use/consumption, including for use by City employees, under a Communications Plan associated with this Contract must have a translation module (e.g., G-translate, Weglot) so that the service is available in all languages. At a minimum, Spanish translation is required on all such digital sites/tools based on low English proficiency requirements:

- i. In most cases, entities that are recipients of federal financial assistance through the U.S. Department of Health and Human Services (HHS) must provide language assistance services to comply with their legal obligation to take reasonable steps to ensure meaningful access to their programs by persons with [Limited English Proficiency \(LEP\)](#).

d. Content:

For any communications content that the Contractor is required to generate, or has generated, as part of its scope of work under this Contract, the Contractor shall send such content to City Communications Department staff in raw, high-resolution format for inclusion in communications materials to be made accessible to the public and City employees as set forth in the Communications Plan that arises from this Contract (i.e., websites, mobile applications, printed materials collateral, and social media). PDF attachments shall be used only as a last resort and only after written approval by the City, with such written approval

to be provided by the City in electronic mail format as described elsewhere in Section 13.

- i. The Contractor shall only provide to the City communications materials for which the City has rights to use, with written documentation of such use rights being provided to the City as requested from time to time by the City in its sole discretion.
- ii. All working files agreed upon for the specific Communications Plan shall be provided to the City Communications Department, i.e., text, graphics, charts and data, infographics, and original native files such as Illustrator, Excel, ArcGIS, etc. Following are the file format specifications:
 1. Images: At least 300dpi for printing at actual size; 96dpi and at least 1920x1080px for digital/Web.
 2. Video: Any video should be no less than Standard HD (1920x1080) but preferably 4k.
 3. Text: Word document using accessibility best practices (heading structure, table of contents, and tables).

14. Cancellation

The City may terminate this Contract at any time by providing thirty (30) days' written notice to the Contractor. In addition, if the Contractor fails to fulfill in a timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. The contractor shall cease performance immediately upon receipt of such notice.

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

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

15. Laws/Safety Standards

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

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

The contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, the Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

The contractor shall effectively manage their safety and health responsibilities, including:

a. Accident Prevention

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

b. Environmental Protection

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

c. Employee Education and Training

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

16. Applicability of North Carolina Public Records Law

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

the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

17. Miscellaneous

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

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

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

18. Right to Audit and Access to Records

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

by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.

- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor necessary to comply with the provisions of G.S. § 147-64.7.

19. E – Verify

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

20. Iran Divestment Act Certification

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

21. Companies Boycotting Israel Divestment Act Certification

The contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

APPENDIX VI

EXCEPTIONS TO THE RFP

CHECK ONE:

- ☐ NO EXCEPTIONS; THE PROPOSER COMPLIES WITH ALL DOCUMENTS IN THE RFP.
- ☐ EXCEPTIONS ARE LISTED BELOW:

#	RFP Page #, Section, Name, Title, Item #	Exceptions (Describe the nature of the Exception)	Explain Why This is an Issue	Proposed Alternative	Indicate if the exception is Negotiable (N) or Non-negotiable (NN)
1					
2					
3					
4					
5					
6					
7					
8					

9					
10					
11					
12					

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

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