



REQUEST FOR PROPOSALS

RFP #354-TMO25-20

Project Title: **Automated Parking Guidance System**

Issue Date: October 11, 2024

Due Date: November 13, 2024 at 4:30 PM ET

Issuing Department: Town Manager's Office

Direct all inquiries concerning this RFP to:

Wes Everett

Director of Special Projects

Email: **wes.everett@carync.gov**

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1 REQUEST FOR PROPOSALS

1.1 Introduction

The Town of Cary is seeking qualified manufacturers to provide and install Automated Parking Guidance Systems (“APGS”) to monitor parking availability at the Walnut Street (Library) Deck, Town Hall Deck, Cedar Street Deck (opening in 2025), Academy Street Deck (opening in 2026), and the Old Library Site open surface lot. The APGS will monitor spaces on a single-stall basis and disseminate the availability to electronic signs and the Town’s website.

1.2 Purpose and Background

Cary’s public parking inventory is expected to grow exponentially over the next several years. As Cary builds more parking structures, and as density and demand for parking increase in the Downtown area, Cary has identified a need for a robust Parking Guidance System to help monitor and manage Cary’s parking assets—both structured and surface—in a way that ultimately provides real-time parking availability information to the public.

1.3 Notice to Vendors Regarding RFP Terms and Conditions

It shall be the Vendor’s responsibility to read the Instructions, the Town’s terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

By submitting a proposal in response to this RFP, Vendor acknowledges and understands that any subsequent contract between the Town and the Vendor will contain and be subject to the Town of Cary Standard Terms and Conditions in a form substantially similar to those included with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in [Section 1.6 Proposal Questions](#). If the Town determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The Town may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question submission period. Other than through this process, the Town rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the Town. Identification of objections or exceptions to the Town's terms and conditions in the proposal itself shall not be allowed and shall be disregarded or the proposal rejected.

1.4 **RFP Response Timeline**

The RFP process shall adhere to the following schedule:

RFP Process	Date and time	
RFP posted	October 11, 2024	
Pre-Proposal Conference/Site Visit	October 24	1:00 PM
Proposers Written Questions Due	October 30	4:30 PM
Town Responses to Proposers questions	November 6	4:30 PM
Proposal Submission Deadline	November 13	4:30 PM

Note: All times shown as Eastern Time (ET).

1.5 **Pre-Proposal Conference/Site Visit**

A MANDATORY PREPROPOSAL CONFERENCE / SITE VISIT for all prospective Proposers is scheduled for **Wednesday, October 24, 2024 at 1:00 PM** at Cary Town Hall, Conference Room 10035, 316 N. Academy St, Cary, NC 27513. Attendance at this conference is a prerequisite for consideration of a Proposer's proposal. Prospective Proposers are encouraged to submit written questions in advance. A summary of all questions and answers will be posted on the internet as an addendum, located under the RFP number being modified.

It is the Proposer's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

1.6 **Proposal Questions**

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date. The Town will not entertain any further questions after the due date. Written questions shall be emailed to Wes.Everett@carync.gov by the date and time specified above. Vendors should enter "RFP #354-TMO25-20: Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the Town's response, and any additional terms deemed necessary by the Town will be posted in the form of an addendum to the North Carolina Electronic Vendor Portal (eVP), <https://evp.nc.gov/solicitations>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any Town personnel,

whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

1.7 Proposal Submission Requirements and Contact Information

Submittal Requirements and Contact Information

Electronic responses **ONLY** will be accepted using the eBid button displayed on the eVP website. Proposals must be clearly marked with name of the submitting company, the RFP number and RFP title.

Proposers must submit *one (1) electronic version, submitted as a viewable and printable Adobe Portable Document File (PDF), along with the Price Proposal Form in Excel® format, on or before the submittal due date and time provided in Section 1.3.*

Submissions that do not comply with the stated submission method will be deemed non-responsive. The Town reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest. Any requirements in the RFP that cannot be met must be indicated in the proposal. Proposers must respond to the entire Request for Proposals (RFP). An incomplete proposal may be eliminated from consideration at the discretion of Cary.

Proposals must follow the format as defined in [Section 2 PROPOSALS](#).

1.8 Rights to Submitted Material

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina law) shall become the property of the Town when received and the entire proposal shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina law.

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

2 PROPOSALS

Responses must follow the format outlined herein. The Town may reject as non-responsive at its sole discretion any proposal or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

Section 1. *Cover Letter/Letter of Intent*

Introduction letter with intent as it may pertain to the Request for Proposal including an Executive Summary of the proposed APGS system as described in the RFP.

Section 2. *Corporate Background and Experience*

This section shall include background information on the organization and should give details of experience with similar projects.

1. Brief company overview including a description of the company structure, and a statement on whether the company is a private or public entity including the number of years in business.
2. Number of employees in the United States. If a substantial number of employees work outside of the United States, provide the number, location, and general role of the employees, such as software development or support.
3. Annual sales volume within the United States for the past 3 (three) years.
4. Name and contact information (address, email and phone number) of principals, authorized representatives, and/or local contacts.
5. Provide the address of the manufacturer-approved service center location nearest the Town of Cary.

References

A list of five (5) references (including contact persons and telephone numbers) for which similar work has been performed shall be included, and the list shall include all similar contracts performed by the Proposer in the past five years. References should include similar work performed for municipalities or other public entities, when possible. The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed, if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the Proposer's proposal. The evaluators may check all public sources to determine whether Proposer has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Proposer's performance of those contracts and the information obtained may be considered in evaluating Proposer's proposal.

Section 3. *Financial Statement*

The Proposer shall provide the following financial information:

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

OR,

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), performance bond, personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability.

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

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

The Proposer's failure to provide any of the above-referenced financial statements or failure to submit all the requested financial statements may result in the rejection of the Proposer's proposal and rejection is more likely to occur if other Proposers provide financial documentation in compliance with the foregoing provisions. Proposers are also encouraged to explain any negative financial information in its financial statements and are encouraged to provide documentation supporting those explanations.

All financial information, statements and/or documents provided in response to this proposal requirement shall be kept confidential, IF THE PROPOSER COMPLIES WITH PARAGRAPH 13 OF THE GENERAL INFORMATION ON SUBMITTING PROPOSALS BY MARKING THE FINANCIAL INFORMATION, STATEMENTS AND/OR DOCUMENTS CONFIDENTIAL.

Section 4. *Project Understanding, Approach and Schedule*

This section shall include, in narrative, outline, and/or graph form the Proposer's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

Include a specific system design and layout diagram super-imposed on the provided Project Drawings showing the layout and interconnection mechanism of all vendor hardware components.

Project hardware fact sheets including equipment dimensions, power and load requirements, communication protocols, operating temperature range, and NEMA or IP Rating for the following APGS components:

1. Detectors/Sensors
2. LED Indicators
3. Networking Components
4. Power/Control Cabinets
5. Server
6. Signs

Provide report samples, Graphic User Interface (GUI) screenshots, and sample screenshots of the mobile application.

Project schedule should be based on the anticipated project milestones. Detail the contractor's plan for design, installation, implementation, training, and testing.

Section 5. *Team Organization, Experience and Certifications/Qualifications*

This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project. The Proposer shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

Section 6. *Cost Proposal*

The Cost Proposal shall be submitted in both the PDF document and Excel format and contain:

1. Total not-to-exceed system cost representing the maximum amount for all work, hardware, and software; and
2. Per unit cost of each component, and include software, preventive maintenance, and parts warranty for an initial one (1) year period.

Reference Appendix B – Proposal Price Tabulation Form.

Section 7. *Exceptions and Substitutions*

Exceptions: Provide an all-inclusive list of any exceptions taken to any part or parts of these Specifications or the Contract Documents, including substitutions.

Substitutions: It is recognized that there are variations in equipment between manufacturers. Where functional performance features or quality of the system varies materially from that specified, identify the substitution being proposed. Include catalog sheets, brochures, and/or technical specifications of the proposed substitution.

Reference Appendix C – Specification Compliance Form.

2.1 Request for Proposal Document

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

2.2 Evaluation Criteria

This is not a bid. There will not be a public bid opening. Proposals will be evaluated based on the following criteria:

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Cover Letter / Letter of Intent	1		
Financial Statement	15		
Team Organization	14		
References and Past Experience	20		
Project Understanding and Approach	25		
Cost Proposal	25		
Final Score			

Score Points

0- Missing or Does Not Meet Expectation

2- Meets Expectation

1- Partially Meets Expectation

3- Exceeds Expectation

2.3 Proposal Evaluation Process

The Town shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

The Town will conduct a One-Step evaluation of Proposals:

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.

At that date and time, the proposals from each responding firm will remain sealed and opened at time of review. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussion with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 2.2 EVALUATION CRITERIA, above.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the Town reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the Town.

2.4 Final Selection

Proposals will be reviewed after opening and will be ranked in order of choice. A recommendation will then be presented to the Town Manager for approval to negotiate a contract with the first choice and, if unsuccessful, to then pursue negotiations with the second choice. All Proposers will be notified of their standing immediately following Town's decision. Price quoted must be held firm for 90 days after the RFP is due. The Town reserves the right to make an award without further discussion of the proposal submitted. The Town shall not be bound or in any way obligated until both parties have executed a contract. The Town also reserves the right to delay the award of a contract or to not award a contract. The Proposer may be required to appear, in person, before Cary Town Council to present the bid along with Cary staff. The RFP may be awarded by individual task or total proposal, whichever is most advantageous to the Town of Cary.

The general conditions and specifications of the RFP and the selected proposal, as amended by agreement between the Town and the selected Proposer including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Failure of the awarded Contractor to perform as represented may result in elimination of the Contractor from competition or in contract cancellation or termination.

2.5 Contract Term

The Contract shall have an initial term of up to five (5) years, beginning on the date of contract award (the "Effective Date").

The Town shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms, or as otherwise specified in the contract terms.

2.6 Invoices

Invoices must be submitted to the Town of Cary Accounts Payable in email on the Contractor's official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets must be provided in electronic format.

Invoices must bear the purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.

Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor.

Invoices will be submitted by installation location based on:

1. Fifty (50%) Percent down upon contract execution and location-specific notice to proceed (NTP).
2. Thirty (30%) Percent upon system delivery.
3. Twenty (20%) Percent upon final acceptance.

2.7 Notice to Proposers Regarding RFP Terms and Conditions

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

3 SCOPE OF SERVICES

The following summary is not an exhaustive list of requirements. **It shall be the responsibility of the bidder to fully review and understand the entire Scope of Work, [Appendix A](#), and supplemental documents** attached, personally view the site(s), and account for materials that will be needed to deliver the required services.

The APGS selected by Cary will meet the following minimum specifications:

Provision of all material, labor, equipment, services, and training necessary to furnish and install a fully integrated online, real-time Single Space Monitoring Automated Parking Guidance System (APGS) functioning in the manner described herein.

1. The base bid is for a Camera-based License Plate Recognition (LPR) system including Camera-based single-space monitoring of covered and uncovered parking spaces.
 - a. As an add-alternate, covered spaces will have a single LED light above each space to indicate the availability of the space.
 - b. As an add-alternate, the bid may provide single-space monitoring option(s) using ultrasonic and/or LIDAR.
 - c. As an add-alternate, the APGS software will be hosted in a virtual environment at the Town of Cary data center.

The systems are to be provided for the Town of Cary: Walnut Street (Library) Deck, Town Hall Deck, Cedar Street Deck (opening in 2026), Academy Street Deck (opening in 2026), and the Ivey Ellington House open surface lot.

References in this section to "Contractor" include the Prime Contractor and any Subcontractor performing Work related to the APGS.

Identify any clarifications, deficiencies, exceptions, or errors in the Specifications or Contract Documents in the Contractor proposal. Deficiencies or discrepancies in the Specifications or Contract Documents do not relieve the Contractor of the responsibility to provide a fully functional, reliable APGS as intended by the design. Clarifications and exceptions to the design taken by the Contractor must be clearly stated in the proposal and are subject to Owner approval.

System Design Characteristics:

- A. Monitor and communicate parking availability as described herein.
- B. All spaces on all levels of the parking structures and surface lot will have a single-space camera-based License Plate Recognition (LPR) monitoring system.
- C. The rooftop and surface Lot will implement an individual space count system with multi-space monitors (one (1) sensor monitoring multiple spaces at once). The covered-space monitoring will consist of camera-based sensors mounted down the center of the drive aisle (covering typically 1-6 stalls each) with RGB LED indicators. These will be suspended to be at least two (2) inches above the lowest clearance in the structure.
- D. Display single space occupancy status via various colored LED states of the overhead sensors in white for regular open available stalls, red if stall(s) are all occupied, green if stall(s) are EV, blue if stall(s) are ADA, and amber if stalls are residential or reserved. Provide full RGB LEDs that can create at least 8 colors.
 - 1. When a single sensor monitors multiple stalls of different kinds, i.e., ADA and Regular, the LED will display the color of the specialty space, i.e., Blue for the ADA stall. The LED will now display White if all ADA stalls are full, yet a regular space is available. The color order of precedence will be Blue for ADA, Green for EV, and White for Regular.
 - 2. As an add-alternate, covered spaces will have a single LED light above each space to indicate the availability of the space.
- E. Display real-time parking availability as “OPEN”, “FULL”, and/or the number of available spaces on each level, via DMS at all entrances to the garage and as shown on drawings.
- F. Display real-time number of available spaces in each subzone, via VMS as shown on drawings.
- G. Provide system intelligence and central control to facilitate management of spaces, real-time reporting, and information capabilities to provide:
 - 1. Occupancy by individual space.
 - 2. Occupancy and availability by level and/or zone.
 - 3. Occupancy and availability by entire facility.
 - 4. Space utilization.
 - 5. Length of stay.
 - 6. Parking space turnover.
 - 7. Custom space grouping and individual space configuration controls and capabilities.
 - 8. Heat mapping of parking garage and lots, history reports of loading and unloading of garage and lots.
- H. Provide a mobile application for dissemination of parking availability data, and/or provide integration with an Owner-developed mobile app. Provide open APIs for dissemination to third-party websites and applications. Such API's must be open, documented, and non-proprietary using industry-standard approaches such as

REST or Websocket. Data access via the API will be available to the Owner at no additional charge.

- I. Provide all necessary APGS software and hardware required to support and process detection and counting data from sensors and provide real-time APGS information to signage and other applications listed herein.
- J. Provide local and/or cloud-based computer servers with related data storage and relational database management software to provide data reporting, data analytics, historical data storage, user and administrator interfaces, system configuration, and system maintenance.
 - 1. As an alternate, the APGS software will be hosted in a virtual environment at the Town of Cary data center.
- K. APGS will operate seamlessly as a complete system. All equipment components are to function in coordination with other components.
- L. Coordinate APGS component installation with the geometric circumstances of the specific location where they are installed, i.e. garage clearance, drive aisle widths, line of sight, existing signs, security cameras, etc.
- M. Future System Expansion
 - 1. Provide an APGS that is readily expandable and upgradeable to accommodate additional parking facilities, nested parking areas, features, and configurations. Installed APGS capable of expansions/enhancements listed below:
 - a. Add additional sensors, individual space sensors, indicator lights, or VMSs.
 - b. Add additional parking facilities.
 - c. Interface with third-party systems such as PARCS Software, mobile applications, and external websites that are not already called out in this specification
 - d. Additional functionalities (e.g. parking reservations, loyalty programs, dynamic pricing based on location, etc.).

4 COST PROPOSAL

Please submit pricing for each facility using the proposal price tabulation form provided in Appendix B in accordance with the guidelines detailed in this RFP.

5 EXECUTION OF PROPOSAL

By submitting this proposal, the potential contractor certifies the following:

1. This proposal is signed by an authorized representative of the firm.
2. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
3. All labor costs, direct and indirect, have been determined and included in the proposed cost.
4. The potential contractor has read and understands the conditions set forth in this RFP to include TOC general conditions/service terms, any addenda, and all attached exhibits and agrees to them with no exceptions.

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

Business: _____

Date: _____

INSTRUCTIONS TO VENDORS

1. **READ, REVIEW, AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. *[omitted]*
3. **ACCEPTANCE AND REJECTION:** The Town reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** The Town reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the Town, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the Town.
5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract, the order of precedence shall be (high to low): (1) The Town of Cary Standard Terms and Conditions, (2) RFP Terms, (3) Instructions in INSTRUCTIONS TO VENDORS, and (4) Vendor's Proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and, in the spaces, provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection without further consideration.
8. **MINORITY WOMEN BUSINESS ENTERPRISES (MWBE):** The Town invites and encourages participation in this procurement process by minority women business enterprises (MWBE) in accordance with North Carolina General Statute 143-129.
9. **DIVERSITY AND INCLUSION:** The Town encourages vendors to have a diverse and inclusive project team involved in all aspects of this project.
10. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the Town will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as

“CONFIDENTIAL” by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

- 11. COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative therein, concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the Town directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the option of the Town, from the Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.
- 12. WITHDRAWAL OF PROPOSAL:** A Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Town.
- 13. INFORMAL COMMENTS:** The Town shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the Town during the competitive process or after award. The Town is bound only by information provided in this RFP and in formal Addenda issued through the eVP website.
- 14. COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the Town will not reimburse any Vendor for any costs incurred prior to award.
- 15. VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

- 16. SUBCONTRACTING:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, and other information for each proposed subcontractor that is required to be provided for Vendor itself.
- 17. INSPECTION AT VENDOR'S SITE:** The Town reserves the right to inspect, at a reasonable time, the equipment/item, plant, or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary, for the Town determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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TOWN OF CARY STANDARD TERMS AND CONDITIONS

Cary's applicable standard terms and conditions are provided below. They are representative of those available at the time of this posting and are subject to change.

PRINCIPAL AGREEMENT

This Principal Contract (the "Contract" or "PC") is entered into as of the "Effective Date" reflected on the Principal Contract Terms ("PCT" or "Cover Sheet") sheet, incorporated herein by reference, by and between the Contractor noted on the PCT ("Contractor") and the Town of Cary, a North Carolina municipal corporation ("Cary"). Contractor and Cary are referred to individually as a "Party" and collectively as the "Parties." In consideration of the mutual promises by and between the Parties, and for other good and valuable consideration, Contractor and Cary agree to the following:

1. Scope. Contractor shall perform or provide the services, goods, or other bargained-for benefits ("Services") as described in this Contract, the Cover Sheet to this Contract, the attached Scope of Work ("SOW"), any additional or amended SOWs executed by the Parties pursuant to this Contract, and/or any duly-executed written amendment ("Amendment") to this Contract. Cary has no obligation to execute any SOW, Amendment, or additional agreement with Contractor.
2. Term; Termination; Suspension.
 - a. The term of this Contract shall begin as of the Effective Date, and, unless sooner terminated in accordance with the provisions in this Contract, shall end following the Length of Term indicated on the Cover Sheet (the "Initial Term"). At Cary's option, this Contract may be extended as indicated on the cover sheet (the "Renewal Term", and, together with the Initial Term, "Term") by written notice.
 - b. Cary may order Contractor in writing to suspend, delay, or interrupt all or any part of the Services for the convenience of Cary. In the event Contractor believes that any suspension, delay, or interruption of the Services ordered by Cary may require an extension of the Term or an increase in the level of staffing by Contractor, it shall so notify Cary and propose an amendment to this Contract, which shall be effective only upon the written approval of Cary. A suspension, delay, or interruption of the Services requested by Cary shall not terminate this Contract.
 - c. This Contract or any individual SOW may be terminated by Cary and for its convenience upon ten (10) days' written notice to Contractor.
 - d. After thirty (30) days' written notice to the other party of its material breach of the Contract or any individual SOW, this Contract or any individual SOW may be terminated by the noticing Party, provided that the other party has not taken all reasonable actions to remedy the breach.
 - e. Upon termination for any reason, Contractor shall be paid that portion of its fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by Cary due to errors or omissions of Contractor ("Termination Compensation"). Contractor expressly agrees that said Termination Compensation is fair and appropriate as liquidated damages for any and all costs and damages it might incur as a result of termination.
 - f. Termination of any individual SOW shall not result in termination of this Contract or any other pending or ongoing SOW, unless expressly set forth in the notice of termination associated with such terminated SOW. Notwithstanding the Length of Term that may be indicated on the Cover Sheet, this Contract shall remain in effect until the completion of the last SOW then in effect under this Contract.

- g. Upon expiration or termination of this Contract for any reason, Contractor shall promptly comply with any and all terms for the dissolution of this Contract that may be contained in any applicable SOW and the following general terms:
- i. Deliver to Cary all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Contractor in the course of performing the Services and expend such additional effort as may be necessary to provide to Cary professionally certified and sealed reports and such other information and materials as may have been accumulated by Contractor in the performance of this Contract, whether completed or in process.
 - ii. Return to Cary all Cary-owned property, equipment, or materials in its possession or control, including, but not limited to, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Cary's Confidential Information as defined in Section 9 of this Contract, or, upon the Parties' mutual written agreement, permanently delete all of Cary's Confidential Information from its computer systems.
 - iii. Remove any Contractor-owned property, equipment, or materials located on Cary property.
 - iv. Provide reasonable cooperation and assistance to Cary upon Cary's written request in transitioning to an alternate provider, if applicable.
 - v. On a pro rata basis, repay all fees and expenses paid in advance for any Services which have not been provided.
 - vi. At Cary's discretion, complete the Termination Checklist in substantially the same format as attached hereto.
3. Responsibilities of Contractor. Contractor represents and warrants that it is fully qualified, skilled, and capable of performing the Services in a fully competent, professional, and timely manner; shall provide Services in accordance with industry standards; shall use best efforts and exercise reasonable care and diligence in performing Services and shall act in the best interest of Cary; is qualified to do business in North Carolina and will make all necessary filings and perform other actions required to remain in good standing with the North Carolina Secretary of State; and possesses all necessary qualifications, licenses, and certifications. Contractor shall be responsible for all errors, omissions, or mistakes in performance of Services and shall correct at no additional cost to Cary any and all errors, omissions, or mistakes. In addition to any other damages that may be due to Cary, Contractor shall reimburse Cary for the aggregate cost to Cary for all errors, omissions, and mistakes of Contractor or any breach of this Contract by Contractor. Unless otherwise provided, Contractor is responsible for all applicable taxes and license fees and shall acquire all licenses and permits required. It is mutually agreed that time is of the essence in performing under this Contract. Contractor shall expedite and accelerate its efforts as necessary to perform in accordance with this Contract at no additional cost to Cary, if Cary reasonably determines that Contractor is behind schedule.
4. Responsibilities of Cary. Cary may designate, in writing, a person to act as the primary contact who shall coordinate performance and who shall be available during working hours as often as may be reasonably required to render decisions and to furnish information. Cary shall examine documents submitted by Contractor and shall make reasonable efforts to render timely decisions pertaining thereto so as to not unduly delay the orderly progress of performance.

5. Compensation. Fees for the Services performed in conjunction with this Contract shall not exceed the Total Contract Amount specified in the Cover Sheet to this Contract unless otherwise changed by Amendment. Cary shall pay Contractor in accordance with the Payment Schedule in the applicable SOW.

Invoices shall be submitted by Contractor no more than monthly for all Services rendered by Contractor during the month prior or as specified in the applicable SOW. Approved, uncontested invoices shall be paid within thirty (30) days of receipt by Cary. Cary shall contest submitted invoices to which it disagrees within thirty (30) days of receipt. The Parties shall endeavor to reconcile any disputed invoices within the same thirty (30) day period. Cary shall have the right to deduct from payments to the Contractor any costs or damages incurred, or which may be incurred, by Cary as a result of the Contractor's failure to perform in accordance with this Contract, following reasonable notice and opportunity to cure such nonperformance by Contractor. For prompt payment all invoices must include the Purchase Order Number. Submit invoices electronically to submit.invoices@carync.gov, or as otherwise directed by Cary at the time of invoicing. Invoices not submitted following these instructions will result in delayed payment.

Accounting records of Contractor's compensation for Services (and Reimbursable Expenses, if permitted under an SOW) shall be maintained by Contractor in accordance with generally accepted accounting practices and shall be available for inspection and copying by Cary at mutually convenient times for a period of three (3) years after termination of this Contract unless a longer period is required by law.

6. Insurance. During the term and for a period of three years after the termination of this Contract, Contractor and Contractor's permitted subcontractors shall purchase and maintain on a primary basis and at its sole expense insurance as required by applicable law or regulation and as outlined in the attached Insurance Addendum to this Contract and as needed to ensure that it can meet its obligations under this Contract. All insurance policies (except Workers Compensation, Cyber and Professional Liability) shall name Cary, its elected officials, officers, employees, agents, and volunteers as an additional insured. Requirements regarding types and minimum limits of insurance coverage and other provisions specific to this Contract are attached hereto. Cary reserves the right to modify the applicable insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
7. State and Federal Funds. Contractor shall work in good faith with Cary to meet requirements imposed by the federal or state government or other funding entity if grants are used to fund any portion of Services. If the source of funds for this Contract is Federal funds, the following Federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), unless a more stringent State or local law or regulation is applicable: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); Record Retention Requirements (2 CFR § 200.324); Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. § 200.216); Domestic Preferences for Procurements (2 C.F.R. § 200.323); Employment Eligibility Verification (FAR 52.222-54); and Whistleblower protections (41 U.S.C. 265 and 10 U.S.C.

2408). Contractor further represents that, prior to accepting any agreement that is funded by Federal funds, Contractor:

- a. Is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal Government agency and not included in the Excluded Parties List System;
- b. Has not, within a three-year period preceding the Effective Date, been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- c. Is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property.

8. Indemnification.

- a. Indemnification; General. To the fullest extent permitted by applicable laws and regulations, Contractor shall indemnify, protect, defend, and hold harmless Cary, its elected officials, officers, employees, agents, and volunteers (collectively, "Cary Indemnitees") from and against any and all claims, costs, civil penalties, fines, losses, liabilities, injuries (including death), demands, damages (including but not limited to all professionals' fees and charges and all court or other dispute resolution costs), actions, causes of action, suits, proceedings, judgments, and expenses, including reasonable attorneys' fees, court costs, and other legal expenses and including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency, or similar proceeding and other legal expenses (collectively and separately, "Claims") by whomsoever brought or alleged, arising out of, resulting from, or in connection with:
 - i. Any breach by Contractor of any term or condition of this Contract or applicable SOW;
 - ii. Any breach or violation by Contractor of any applicable law or regulation; or
 - iii. Any other cause resulting from any negligent, reckless, or intentional act or failure to act by Contractor under this Contract. If N.C.G.S. § 22B-1 applies to this Contract, then Contractor shall indemnify Cary Indemnitees from any other cause resulting from any negligent, reckless or intentional act or omission constituting a tort under applicable statutes or common law, but only to the extent the fault of the Contractor or its derivative parties (as defined in N.C.G.S. § 22B-1 as it exists on the Effective Date) is a proximate cause of the Claim.

- b. Indemnification; Intellectual Property. Contractor shall indemnify, protect, defend, and hold harmless Cary Indemnitees from and against any and all Claims arising out of, related to, or resulting from any claim, action or proceeding by a third party alleging that any deliverables or work product created or reduced to practice by or on behalf of Contractor in connection with providing the Services, or any use of such deliverables or work product, infringes or misappropriates or otherwise violates any intellectual property right (including, without limitation, any patent, copyright, trademark, or trade secret) or other proprietary right of any third party.
- c. Indemnification; Procedures. Cary shall give Contractor written notice of any matters giving rise to a claim for indemnification; provided, however, that the failure of Cary to give notice as provided herein shall not relieve Contractor of its obligations under this Section 8 or of any liability that Contractor may have to Cary, but in no event shall Contractor be liable for any losses that result directly from a delay in providing written notice, which delay materially prejudices the defense of a related third-party claim. Each notice should contain a description of the third-party claim and the nature and amount of the related loss(es) (to the extent that the nature and amount of the loss(es) are known at the time). Cary shall furnish promptly to Contractor copies of all papers and official documents received in respect of any loss(es). Contractor's duty to defend applies immediately, regardless of whether Cary has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any third-party claim.

This Indemnification Section 8 shall survive the termination of this Contract.

- 9. No Consequential or Indirect Damages. Except for Contractor's indemnification obligations hereunder or any liability arising out of Contractor's negligence, willful misconduct, violation of law, or infringement or misappropriation of intellectual property rights, in no event shall either Party be liable to the other for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost revenues or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of whether such damages were foreseeable, whether said Party was advised of the possibility of such damages, and the legal or equitable theory upon which the claim is based.
- 10. Public Records, Confidential Information, and Dissemination of Information. Contractor acknowledges that records in the custody of Cary are public records and subject to public records requests. Cary may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification of Cary by Contractor pursuant to the attached Public Records Indemnification Agreement, Cary will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. § 66-152, that are specifically designated as a "trade secret" or "confidential" at the time of initial disclosure by Contractor, and that are otherwise entitled to protection under N.C.G.S. § 132-1.2(1) ("Contractor Confidential Information"). If Contractor does not provide the required indemnification within ten (10) days of notice that Cary has received a public record request, then such record shall be deemed to not be Contractor Confidential Information and Contractor hereby agrees and consents that Cary may release such record.

If Contractor, its employees or subcontractors, becomes aware of or has access to confidential records or information or information of Cary that is protected from disclosure by Federal or State law ("Cary Confidential Information"), Contractor, its employees and

subcontractors, shall not disclose any such Cary Confidential Information. All of the information which Contractor obtains and/or develops in the performance of this Contract is also Cary Confidential Information and shall not be disclosed or used for any purpose other than in the performance of this Contract. Contractor may disclose Cary Confidential Information if it is required to do so by applicable statute, rule, regulation, or judicial or administrative process or order, provided, however, that Contractor shall promptly notify Cary of any such requirement so that Cary may seek an appropriate protective order.

Cary takes efforts to assure that accurate information about Cary is disseminated such that neither the public trust nor the public's perception of Cary's impartiality is compromised. Contractor, mindful of those efforts and the terms of this Contract, agrees that it shall not publicly disseminate any information concerning the Services or Cary Confidential Information without prior written approval from Cary. Any approval given by Cary may be given with certain stipulations, such as Cary participation in the creation of the public product or Cary review and the option to refuse public release of the final product(s) should such product(s) fail to meet Cary's standards and goals. Publicly disseminate means, but is not limited to, electronic, video, audio, photographic, or hard copy materials serving as, in whole or part, advertising, social media posts, sales promotion, professional papers or presentations, news releases, articles, or other media products, and/or Contractor's business collateral pieces. Notwithstanding the foregoing, with Cary's written consent, Contractor may list Cary as a reference in response to requests for proposal and may identify Cary as a customer in presentations to potential customers. Any permitted use of Cary's trademarked materials (including, without limitation, Cary's logo in its various forms) must be in compliance with the guidelines outlined at <https://brand.carync.gov/>.

11. Documents and Deliverables. Cary shall be granted, at no additional cost, ownership of all drawings, specifications, plans, surveys, reports, technical memoranda, testing protocol, designs, electronic databases, written materials, work papers, manuals, and other documents or instruments identified as 'Deliverables' herein (if applicable), as described herein or with more particularity in an applicable SOW, or which, by their nature, are designed to be delivered to Cary under this Contract. Contractor shall turn over to Cary in good unaltered condition, reproduces as described in this Section of all Deliverables prior to final payment, if not delivered earlier hereunder, or within seven (7) days after termination if this Contract is terminated for any reason. Contractor may retain one set of Deliverables for its records.

In the event Contractor is creating Deliverables as specifically identified in an applicable SOW, Cary is and will be the sole and exclusive owner of all right, title, and interest in and to all Deliverables and associated work product, including all Intellectual Property Rights therein. Contractor acknowledges and agrees that any and all work product that may qualify as "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101) is hereby deemed "work made for hire" for Cary and all copyrights therein shall automatically and immediately vest in Cary. In the event Contractor creates Deliverables or work product that requires a license, Contractor will convey with the ownership of Deliverables or work product, a perpetual license required for the operation of the Deliverables or work product.

In the event of termination, for whatever reason, should Cary use drawings or other Deliverables for completion of Services, Cary shall, to the extent allowed by law and covered by insurance, indemnify and hold Contractor harmless from and against any cost, expense, damage or claim arising out of the loss of life, personal injury or damage to

tangible property occasioned wholly or in part by any act or omission by Cary in connection with Cary's improper use (or misuse) of Deliverables.

Deliverables may be used by Cary for any reason not related to this Contract or applicable SOW without additional compensation to the Contractor. Such use of Deliverables by Cary for other projects shall be at the full risk of Cary and Cary shall indemnify and hold Contractor harmless, to the extent allowed by law and covered by insurance, from and against any costs, expense, damage or claim arising out of the loss of life, personal injury, or damage to tangible property occasioned wholly or in part by any act or omission by Cary in connection with Cary's improper use (or misuse) of Deliverables.

Unless an applicable SOW states differently, Contractor shall provide all Documents and Deliverables in electronic form to the Cary in read-only MS-Windows compatible format (including either screen readable .pdf or HTML formats). In addition, all drawings shall be CAD generated and shall be provided on electronic media downloadable onto an AutoCAD based system. All Deliverables (draft and final) intended for presentation on Cary's website must be provided in a manner and format compatible, consistent, and in compliance with the U.S. Department of Justice's current accessibility requirements applicable to local government websites and all Cary technology standards, including but not limited to such material must be provided in screen readable PDF or HTML versions, be screen-reader friendly and contain alternate text tags of no more than 34 characters. In the event that Contractor notices any errors in electronic data provided to the Cary under this Contract, Contractor shall immediately notify Cary, and if Professional Contractor provided such electronic data, Contractor shall immediately replace same with correct versions thereof.

12. Assignment. This Contract shall bind Contractor and its successors and permitted assigns. Contractor shall not assign or transfer its rights or interest in this Contract (including the right to payment), nor shall Contractor delegate its duties under this Contract, without Cary's written consent, which Cary may grant or withhold in its sole discretion. Cary's consent shall not release Contractor of any obligation under this Contract and Contractor and permitted assigns shall be subject to all of Cary's defenses. Any attempt to assign this Contract without the prior written approval of Cary shall be void.
13. Key Personnel; Subcontractors. No changes in Contractor's personnel or subcontractors designated in an SOW as those who will provide Services shall be permitted except with the prior written consent of Cary. Such replacement personnel and subcontractors shall have the same or higher qualifications and experience as those being substituted. Contractor shall be responsible for the scheduling, completeness, quality, accuracy, and timeliness of all work by subcontractors. Contractor's contracts with subcontractor(s) shall include a provision that, in the event this Contract is terminated for cause by Cary, Cary may take assignment of such contract of Contractor with their subcontractor. Cary has the right to require that any subcontractor be replaced due to unsatisfactory performance and, if Cary notifies Contractor in writing that any person providing Services appears to be incompetent, disorderly, or otherwise unsatisfactory to Cary, such person shall be removed from providing Services and shall not again provide Services except with the prior written consent of Cary. No extension of any Work Schedule or Deliverable deadline will be granted for such replacement.
14. Independent Contractor. Contractor is acting as an independent contractor, and not as an employee, partner, or agent of Cary. Contractor shall control the conditions, time, details,

and means by which Contractor performs Services. Cary shall have the right to inspect the work of Contractor as it progresses solely for the purpose of determining whether Services are being performed in accordance with this Contract and any applicable SOW. Contractor has no authority to commit, act for or on behalf of Cary, or to bind Cary to any obligation or liability. Contractor shall not be eligible for and shall not receive any employee benefits from Cary and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Contractor.

15. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Contract.
16. Nondiscrimination. To the extent permitted by law, neither Party, their officers, employees, contractors, agents, successors, or permitted assigns shall discriminate against any member of a protected class as defined by Federal, State, or local law, including Wake County Code of Ordinances Section 34.01.
17. Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): actions or inactions of governmental authorities (excluding actions or inactions of governmental authorities taken in the normal course of their regulatory authority); acts of God; flood, fire, earthquakes, explosions, and other potential unforeseeable events related to disasters or catastrophes such as epidemics, pandemics, plagues, or quarantines (specifically excluding foreseeable delays or constraints caused by or related to public health emergencies designated as such by the Centers for Disease Control); war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; government order, law, or actions; embargoes or blockades in effect on or after the date of this Contract; national or regional emergency; strikes or labor stoppages; or other similar events beyond the reasonable control of the Impacted Party and without its fault or negligence, to the extent that the event affects the Impacted Party's ability to perform under this Contract. Notice of such Force Majeure Event shall be memorialized in writing by the Impacted Party and provided to the other Party pursuant to the requirements of this Contract and within five (5) days of the beginning of the Force Majeure Event(s). The notice shall describe the Force Majeure Event, the specific performances rendered delayed or impossible by the Force Majeure Event, and the efforts taken and to be taken by the Impacted Party to mitigate the impact of the Force Majeure Event on its duty to perform this Contract ("Initial Notice"). The Impacted Party shall prepare a business continuity plan within five (5) business days of the Initial Notice for review and approval by the other Party. The business continuity plan shall include any specific terms as relevant to any then-ongoing Services to be rendered and any available remedies or mitigation of effects, which such business continuity plan may provide and require the Parties' agreement as to the modification of the scope of work under any SOW, including contractual price adjustments or increases due to the conditions surrounding the particular Force Majeure Event. In the event the Parties are unable to agree upon the terms of said business continuity plan for an SOW, the Parties shall cooperate in good faith to promptly implement the provisions of Section 2 of this Contract with respect to that particular SOW. The Impacted Party shall diligently and in good faith act to the extent

within its power to remedy the circumstances affecting the specific performance noticed and to complete its performance in as timely a manner as is reasonably possible. In no event shall the delayed performance be longer than the duration of the noticed Force Majeure Event without the written approval of all Parties. Upon removal of the cause affecting the delay or nonperformance, the Impacted Party shall resume performance of its obligations under this Contract within a mutually agreeable amount of time, as agreed to in the business continuity plan or any amendments thereto.

18. Emergencies. If any Federal, State, or local state(s) of emergency are put into effect, or when a public health emergency has been declared, Contractor shall comply with all guidance and recommendations of the Centers for Disease Control, the State of North Carolina, and any applicable county, unless mutually agreed to in writing by Cary and Contractor.
19. Waiver. No waiver by any Party of any of the provisions of this Contract shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Contract shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
20. Compliance with Applicable Law; Conduct. Contractor and its officers, employees, agents, and subcontractors shall comply fully with all applicable Federal and State laws and regulations, including but not limited to Article 2, Chapter 64, of the North Carolina General Statutes regarding verification of work authorization; and laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. §§ 14-234, 133-1, and 133-32. These laws and regulations shall not be deemed to be the exclusive laws and regulations applicable to the terms of this Contract.

Contractor's officers, employees, agents, and subcontractors who come onto Cary property to perform Services shall comply with the same health and safety requirements that Cary has implemented for its employees through ordinance, policy, procedure, directive of the Cary Manager, or other means (collectively, "Health and Safety Requirements"), as may be amended or enacted from time to time.

Additionally, Cary has adopted a Mission Statement and Statement of Values (as may be amended or enacted from time to time) which are reflected in [Working with the Town of Cary—A Guide for Temporary Employees, Contractors, Consultants, and Volunteers](#). To the extent consistent with the terms and conditions of this Contract, Contractor agrees to support and abide by the applicable policies and elements, including, but not limited to, chapters entitled 'Our Culture' and 'Working with the Media' in such publication.

21. Further Assurances. The Parties agree that they will cooperate to execute and deliver, or cause to be delivered, all such other instruments, and will take all such other actions, as the relevant Party reasonably requests from time to time in order to effectuate the provisions and purposes of this Contract.
22. No Waiver of Immunity. Nothing in this Contract shall be construed to mandate purchase of insurance by Cary pursuant to N.C.G.S. § 160A-485 or to in any way waive Cary's defense of governmental immunity from any cause of action alleged or brought against

any Party for any reason if otherwise available as a matter of law. No officer, agent, or employee of Cary shall be subject to any personal liability by reason of the execution of this Contract or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Contract in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

23. Severability. If any provision of this Contract is held as a matter of law to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract shall remain enforceable, and such invalid or unenforceable provision shall be enforced by such court to the maximum possible extent, provided that both Cary and Contractor preserve the substantial benefits of the terms bargained for in this Contract.
24. Survival. Termination of this Contract, for whatever reason, shall not terminate a party's representations and warranties nor nullify any indemnity hereunder. All representations, indemnifications, and other terms and conditions of this Contract which by their nature should survive this Contract's termination shall survive its expiration or termination, including, but not limited to, the provisions of Sections 6, 7, 8, 9, 10, 11, 22, 25 and 26.
25. Jurisdiction. This Contract is made in the State of North Carolina and shall be governed by the substantive provisions of North Carolina law without regard to conflict of laws provisions. The Parties agree that any legal action or proceeding with respect to this Contract shall be brought exclusively in the State courts of Wake County, North Carolina. Contractor consents to the personal jurisdiction of such courts, agrees to accept service of process by certified or registered mail, and hereby waives any jurisdictional or venue defenses otherwise available to it.
26. Performance of Government Functions. Nothing contained in this Contract shall be deemed or construed so as to restrict or inhibit Cary's police powers or regulatory authority.
27. Notice. Each Party shall deliver all Amendments, notices, schedules, attachments, appendices, requests, consents, claims, demands, waivers, and other communications under this Contract ("Notice") in writing and addressed to the other Party at the addresses set forth on the Cover Sheet ("PCT")(or to such other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid), or upon confirmation of receipt when sent via facsimile or email. Except as otherwise provided in this Contract, a Notice is effective only upon receipt by the receiving party or three (3) days after deposit in the United States mail or other service and if the party giving the Notice has complied with the requirements of this Section.
28. Complete Contract; Amendment; Inconsistency. This Contract, including and together with any related and duly executed and acknowledged SOWs, Amendments, schedules, attachments, and appendices, constitutes the final, complete, and exclusive understanding between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements between the Parties as to the subject of this Contract, including clickthrough agreements, clickwrap agreements, clickwrap licenses, or

similar non-reciprocal agreements (collectively, "clickthrough agreement"). This Contract may be amended only by written amendment signed by both Parties. Neither Party may amend, or seek to amend, this Contract by clickthrough agreement. The Parties have not relied upon any promises, warranties, or undertakings other than those expressly set forth in this Contract. Unless otherwise (a) expressly agreed in writing and signed after the date of this agreement by both Parties, or (b) expressly provided in this Contract, any inconsistency between documents will be resolved in the following order of precedence: this Contract; the applicable SOW; the applicable Amendment.

29. Execution. The Contractor represents and warrants that the individual(s) signing this Contract have the right and power to do so and bind Contractor to the obligations set forth herein and such individuals do so personally warrant that they have such authority. This Contract may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Electronic signature is a valid method of execution. Cary may convert a signed original of this Contract to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of this Contract shall be deemed for all purposes to be an original signed Contract. If required by N.C.G.S. § 159-28, this Contract is not deemed fully executed and is not effective until the Preaudit Certificate as required by that statute has been affixed and signed by the Cary finance officer or deputy finance officer.

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Cary Addendum: SUPPLEMENTAL INSURANCE PROVISIONS

In addition to the Insurance obligations in Section 6 of the Principal Contract, the following designated supplemental insurance provisions are agreed to by the Contractor and the Town of Cary ("Cary") and are incorporated by reference into the Principal Contract between the parties. All of the following coverages are required unless specifically indicated otherwise.

Commercial General Liability Insurance: Contractor and Contractor's permitted subcontractors shall purchase and maintain on a primary basis and at its sole expense Commercial General Liability Insurance, including contractual liability and covering bodily injury, property damage, products and completed operations, and advertising and personal injury.

Workers Compensation Insurance: Contractor and Contractor's permitted subcontractors shall purchase and maintain on a primary basis and at its sole expense protection from claims under Worker's or Workmen's Compensation Acts covering claims arising out of or related to bodily injury, including bodily injury, sickness, disease or death of any of Contractor's employees or subcontractors as required by state law.

Commercial Automobile Liability Insurance: Contractor and Contractor's permitted subcontractors shall purchase and maintain on a primary basis and at its sole expense including owned, hired and non-owned vehicles, if any, covering bodily injury and property damage when vehicles are used in performance of work or coming onto Cary's premises and in the course of performing services pursuant to this Contract.

☐ Not required per Cary Risk Manager.

Professional Liability/Errors & Omissions Insurance: Contractor and Contractor's permitted subcontractors shall purchase and maintain on a primary basis and at its sole expense Professional Liability/Errors & Omissions Insurance covering claims arising out of or related to Contractor's performance under this Contract.

☐ Not required per Cary Risk Manager.

Cyber Liability: Contractor and Contractor's permitted subcontractors shall purchase and maintain on a primary basis and at its sole expense Cyber Liability covering infringement, information theft, release of private information, damage, destruction and alteration of electronic information, extortion, network security, breach response costs and regulatory fines.

☐ Not required per Cary Risk Manager.

Additionally, the following provisions, as applicable, will apply to all required insurance coverage:

Coverage Required: Unless otherwise specified, minimum limits of insurance coverage are:

General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Commercial Automobile Liability	\$1,000,000 CSL
Commercial Excess/Umbrella Liability	\$1,000,000 per occurrence
Workers' Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident
Professional Liability	\$1,000,000 per claim
Cyber Liability	\$2,000,000 per claim and aggregate

Contractor may satisfy the insurance limits above with a combination of primary and umbrella/excess liability insurance policies. Umbrella/Excess liability shall follow form as to each of the underlying policies. Any available insurance proceeds in excess of or broader than the specified minimum limits of insurance and coverage shall be available to Cary.

By requiring such minimum insurance, Cary shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, shall maintain higher limits and/or broader coverage.

Additional Insured Status

All insurance policies (except Workers Compensation, Cyber, and Professional Liability) shall name Cary, its elected officials, officers, employees and volunteers as an additional insured.

Waiver of Subrogation

The insurer shall have no right of recovery or subrogation against Cary, its agents or agencies or insurers (if any), it being the intention of the Parties that the insurance policies shall protect Cary and be primary coverage for any and all losses covered by the policies.

Notice of Cancellation

Each policy shall provide that Cary shall receive not less than thirty (30) days prior written notice, when available, of any cancellation or non-renewal of coverage of any of the policies. Upon notice of such cancellation, non-renewal, or if a policy's limits are exhausted, Contractor shall procure substitute insurance so as to assure Cary that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

Primary

Contractor's insurance coverage shall be primary for any claims related to this Contract without contribution from Cary or its insurance coverages, if any.

Insurers

The minimum insurance ratings for any company insuring the Contractor shall be Best's A-. Should the ratings of any insurance carrier fall below the minimum rating, Cary may, at its option, require the Contractor to purchase insurance from a company whose rating meets the minimum standard. Contractor's insurance carrier(s) shall be authorized to do business in the State of North Carolina. If Contractor is unable to find an authorized carrier for any line of insurance coverage, Contractor shall notify Cary in writing.

Verification of Coverage: A certificate of insurance and all endorsements required shall be provided at, or prior to, execution of this Contract. Cary's review or acceptance of certificates of insurance shall neither relieve Contractor of any requirement to provide the specific insurance

coverage set forth herein nor shall it constitute a waiver or acknowledgement of satisfaction of the specific insurance requirements set forth in this Contract.

Certificate Holder address should read:

Town of Cary
PO Box 8005
Cary, NC 27512-8005

The remainder of this page remains blank intentionally.

Cary Addendum: PUBLIC RECORDS INDEMNITY AGREEMENT

Contractor acknowledges that records in the custody of Cary are public records and subject to public records requests. Cary may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by Contractor, Cary will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. § 66-152, that are specifically designated as a “trade secret” or “confidential” at the time of initial disclosure by Contractor, and that are otherwise entitled to protection under N.C.G.S. § 132-1.2(1).

If a public record request is made on Town for a record of Contractor that meets the requirements of Confidential Information, then Town shall notify Contractor. If Contractor, within ten (10) days of such notice, (i) provides written notice to Town that the requested information is Confidential Information entitled to be withheld from public inspection and copying; then Town shall withhold such information from public access based upon Contractor's agreement to indemnify and hold Cary harmless from and against all loss, costs and expenses including attorneys' fees that may be incurred for withholding. Contractor understands and acknowledges that Cary is subject to legal action and the imposition of attorney's fees if public records are wrongly withheld from disclosure. If Contractor does not respond in writing that the requested information is Confidential Information within ten (10) days of notice that Cary has received a public record request, then such record shall be deemed to be not Confidential Information and Contractor hereby agrees and consents that Cary may release such record pursuant to the public records request.

If Contractor provides written notice to Cary, Contractor represents and warrants that the specific identified information requested to be withheld are 'trade secrets' as such term is defined in Chapter 66, Article 24 of the North Carolina General Statutes (N.C.G.S. §66-152(3)) and such information is entitled to be withheld from public inspection and copying in accordance with Chapter 132, Public Records, of the North Carolina General Statutes (N.C.G.S. §132-1 et seq, specifically N.C.G.S. §132-1.2). Contractor understands and intends that the Cary, its officers, agents and employees rely on such representations and warranties.

Contractor shall indemnify and hold Cary, its officers, agents and employees, (sometimes 'Indemnitees') harmless from and against any and all claims, losses, liabilities, costs, expenses, charges, penalties, fines and damages, including the assessment of attorneys' fees, arising from, or related to the withholding of records from inspection under the Public Records Act, Chapter 132 of the North Carolina General Statutes. Contractor shall be responsible for all expenses incurred by the Indemnitees in its defense of any claim, suit or action within the scope of this indemnification and for all expenses and damages that might be assessed against the Indemnitees as a result of withholding such records or information from public inspection. If a claim, suit or action is threatened Indemnitees may demand that Contractor post a bond or other form of financial guarantee to guaranty and assure the satisfaction of this indemnification obligation.

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Cary Addendum:

INFORMATION TECHNOLOGY SERVICES TERMS

Contractor is providing the IT Services, as that term is hereinafter defined, to Cary as part of the Services required by the Principal Contract (“PC” or “Contract”) to which this Attachment is incorporated.

Definitions. For the purpose of this Attachment, the following definitions apply together with definitions contained in the body of this Attachment. Any capitalized terms used in this Attachment and not defined herein shall have the meanings ascribed to those terms in the Contract.

"Authorization Codes" – means passwords, IDs, or authorization codes.

"Business Continuation Plan" – means Contractor’s plan to address any unplanned interruption of the IT Services which will include the following objectives: (i) written disaster recovery plans for critical technology and infrastructure; (ii) proper risk controls to facilitate continued performance under this Contract in the event of a disaster; and (iii) establishing the capability to provide reasonably uninterrupted access to the IT Services during the disaster within the recovery time objectives approved by Cary.

"Cary Data" -- means any information or data from Cary and includes, but is not limited to, electronic data and information submitted by or for Cary to the IT Services, excluding Content, and information that is collected, stored, transmitted, processed or used, as well as information generated as a result of Cary’s use of the IT Services and Contractor’s provision of IT Services. As a point of clarity, Cary Data includes Cary Confidential Information, as defined in the Contract, and any account Authorization Codes issued to Contractor or Contractor Personnel for purposes of accessing Cary’s systems. Cary Data does not include Content.

"Content" -- means information created by Contractor or obtained by Contractor from publicly available sources or third-party content providers and made available to Cary through the IT Services, or pursuant to the Contract or a Statement of Work, excluding Cary Data.

"Contractor Intellectual Property" -- means intellectual property, including trade secrets, ideas and concepts, methodologies, techniques, templates, generic tools, processes, software, routines, algorithms, expressions, and data conceived, developed or reduced to practice by Contractor prior to or independent of the performance of the Contract, including modifications and derivative works, and excluding Cary Data.

"Documentation" -- means the user manuals existing from time to time and all other documentation that is reasonably necessary for an end user to operate the IT Services, including but not limited to any documentation referenced in the Contract. Contractor shall provide Documentation that completely and accurately describes in all material respects the operation of the IT Services, and published user manuals for all updates and new releases of the IT Services.

"Improvements" – means bug fixes, corrections, modifications, upgrades, updates, enhancements, release notes and all other changes to the IT Services or Documentation whether for the purpose of fixing an error or bug or to address other issues, or to otherwise enhance functionality.

"Intellectual Property Rights" – means patent rights, trademark rights, copyrights (including, rights in audiovisual works and moral rights), trade secret rights, and any and all other intellectual property rights of Cary or Contractor, including all current and future rights.

"IT Services" – means Information technology services consisting of the services, functions and responsibilities described in the Contract and any applicable Statement of Work, as they may evolve or be supplemented, enhanced, modified, or replaced.

“Security Breach” – means unauthorized disclosure of, use of, or access to Cary Data, or any other compromise of Cary Data.

“Specifications and Requirements” -- means all definitions, descriptions, requirements, criteria and performance standards relating to the IT Services which are set forth or referenced in the Documentation, an applicable SOW, or any other materials published by the Contractor or its licensors from time to time describing the functional and/or technical specifications with respect to all or any part of the IT Services.

“Statement of Work” or “SOW” – means each statement of work executed by Cary and Contractor (together with all exhibits, schedules, attachments, and other materials that are appended to, or incorporated by reference into the statement of work), that specifically refers to and is governed by the Contract.

“Work Product” - means the Deliverables and all other writings, technology, inventions, discoveries, processes, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by or on behalf of Contractor solely or jointly with Cary or others in the course of performing the Services or other work performed by or on behalf of Contractor in connection with the Services or the Contract at any time during the Term, and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing.

1. Provision of IT Services. Contractor will (a) make the IT Services and Cary Data available to Cary, (b) provide applicable support for the IT Services to Cary at no additional charge, and/or upgraded support if purchased as set forth in a SOW, (c) make the IT Services available 24 hours a day, 7 days a week and as may be provided in an SLA as referred to in Section 10, except for: (i) planned downtime (of which Contractors shall give advance electronic notice), and (ii) any unavailability caused by a Force Majeure Event as defined in the Contract, Internet service provider failure or delay, non-Contractor application, or denial of service attack.
2. IT Services. The IT Services will be performed and will perform in conformity with the Documentation and the Specifications and Requirements and any other terms, conditions, specifications, and requirements set forth in an applicable SOW.
 - a. Contractor shall provide all training necessary for Cary to use the IT Services.
 - b. Any required integration, support, or implementation services will be described in a Statement of Work.
 - c. Contractor shall provide ninety (90) days’ written notice to Cary prior to implementing any Improvements that materially and substantively affect the functionality of the IT Services or the delivery of services. If Contractor reduces, degrades, changes, or eliminates the Specifications and Requirements or functionality in the IT Services in any material way, Cary is entitled to immediately terminate the Contract without liability and Contractor shall return a pro rata portion of any prepaid fees relating to any unused portion of IT Services, in addition to any other rights and remedies under the Contract or at law.
 - d. Nothing in this Attachment or the Contract precludes Cary from obtaining the same or similar IT Services from another contractor.
 - e. In the event Contractor provides any third party software, including Open Source Software, or other intellectual property owned by a third party (the **“Third Party Software”**), to Cary in connection with this Contract for which Cary would be obligated to accept and be bound by any third party terms and conditions, Contractor shall: (1) specifically identify in writing all Third Party Software in the applicable Statement of Work; and (2) attach to the applicable Statement of Work written copies of all third party license agreements applicable to Cary.

3. Access to and Use of Content and Work Product.
 - a. In the event Contractor is creating Work Product, as specifically identified in the SOW, Cary is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product, including all Intellectual Property Rights therein. Contractor acknowledges and agrees that any and all Work Product that may qualify as "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101) is hereby deemed "work made for hire" for Cary and all copyrights therein shall automatically and immediately vest in Cary. In the event Contractor creates Work Product that requires a license, Contractor will convey with the ownership of Work Product, a perpetual license required for the operation of the Work Product.
 - b. Cary has the right to access and use Content. Contractor grants to Cary a fully paid, world-wide, non-exclusive license to use the Content and Documentation, which includes a license to use Contractor's software and all Intellectual Property Rights embedded in the Content, as well as any Improvements to the IT Services or the Content.
 - c. Authorization Codes. Contractor shall provide any Authorization Codes that Cary will need to use the IT Services as contemplated in the Contract and in any applicable SOW, and in disaster recovery, development, emergency, user support and other technical environments and to obtain the full benefit of its license and other rights in the IT Services. Authorization Codes will be fully functional on all systems and all processing cores and will not expire unless and until the Contract and/or applicable SOW is terminated.
 - d. Number of Users. Pursuant to the applicable SOW, Cary is entitled to increase or decrease the number of users on an as-requested basis at any time during the term of the Contract.
 - e. Use by Contractors. Cary may allow access to the IT Services and Content by third-party contractors engaged by Cary to use, operate, implement, integrate, or modify the IT Services or Content on behalf of Cary.
 - f. Outsourcing. Cary may also authorize a third party to use the IT Services, including Content and Cary Data, in connection with the outsourcing of one or more of Cary's information systems operations.
4. Cary Data. As between the parties, Cary owns all right, title, and interest (including, without limitation, all Intellectual Property Rights and proprietary rights) in and to Cary Data.
 - a. Rights of Access and Use. Cary has the right to use the IT Services to access and retrieve Cary Data at any time.
 - b. Security. Contractor shall provide a secure environment for receipt, storage, and transmission of Cary Data, including without limitation the use of end-to-end encryption, both for data in transit and at rest. All Cary Data must be stored in secure directories that require access authentication including support for multi-factor authentication. Contractor is responsible for any disclosure or dissemination of Cary Data and for costs, fines, and damages that Cary may incur resulting from the failure of Contractor's systems during the transmission of Cary Data.
 - c. Location. Contractor shall advise Cary of the facility in which Cary Data are stored and shall not relocate, store, or process Cary Data outside the continental United States, except with advance written consent of Cary. Contractor is responsible for costs, fines, and damages that Cary may incur if Contractor permits an unauthorized export.
 - d. Back-ups. In addition to the Business Continuation Plan, Contractor shall maintain a backup of Cary Data, for an orderly and timely recovery of Cary Data in the event that the IT Services are interrupted. Contractor shall perform daily backups. Full system backups and server image backups must be performed monthly. Monthly system images and Cary Data must be securely uploaded and stored off-site at a data management facility. Daily backups must be retained for at least thirty (30) days. Monthly backups must be retained for at least three (3) months.
 - e. License to Host Cary Data and Applications. Subject to the provisions of this Contract, Cary grants Contractor, its affiliates and applicable contractors a worldwide, limited-term

license to host, copy, transmit and display Cary Data created by or for Cary using IT Services or for use by Cary with IT Services, as reasonably necessary for Contractor to provide the IT Services in accordance with this Contract and for no other purpose. Subject to the limited licenses granted herein, Contractor acquires no right, title or interest from Cary or Cary's licensors under this Contract in or to any of Cary Data. Contractor and Contractor personnel may not access, collect, store, transfer, or otherwise use Cary Data except in the interest and on behalf of Cary in the performance of this Contract. In addition to and not in limitation of the foregoing and for clarity, under no circumstances may Contractor use or permit the use of any Cary Data or any derivatives thereof in connection with any artificial intelligence, machine learning, or other similar or related software applications, whether or not such use would otherwise be permitted by the license granted hereby.

5. Termination Assistance, Cary Data Portability, and Deletion. Upon the expiration or termination of this Contract or if Contractor is the named debtor in any bankruptcy or insolvency proceeding or has made a general assignment for the benefit of its creditors, Contractor shall provide all reasonable and necessary assistance to Cary to allow for a smooth transition to Cary or its designee and promptly return to Cary all programs, reports, Cary Data, Confidential Information, flow diagrams, materials, and work in process generated as part of Cary's use of IT Services. Upon request by Cary made within 30 days after the effective date of termination or expiration of this Contract, Contractor will make Cary Data available to Cary for export or download in commercially accessible formats., Contractor will not delete or destroy any Cary Data in its systems or otherwise in its possession or control, unless and until it has received written acknowledgment from Cary that Cary has exported or downloaded Cary Data it requires. Contractor shall provide certification of destruction of Cary Data after Cary Data is received and validated by Cary.
6. Breach of Cary Data
 - a. If Contractor discovers, suspects, or is otherwise made aware of (a) any Security Breach, or (b) any condition that is likely to result in Security Breach, Contractor shall promptly report (but in no event more than twenty-four (24) hours following discovery or suspicion) the Security Breach or likely Security Breach to Cary.
 - b. Contractor shall mitigate, in a timely manner and to the extent practicable, any harmful effects of any Security Breach. Contractor shall cooperate with Cary in investigating and responding to any Security Breach, including, without limitation, observing any reasonable requests made by Cary to ensure compliance with applicable law, and providing any notices that Cary deems appropriate. Upon Cary's request, Contractor shall deliver to Cary a root cause assessment and future incident mitigation plan with regard to any Security Breach that sets out written details regarding Contractor's investigation and remediation of the Security Breach.
 - c. To the extent any Security Breach is attributable to a breach by Contractor or Contractor personnel of Contractor's obligations under this Contract, and applicable law requires Cary, or other affected individuals be notified of a security incident involving Cary Data, Cary shall have the exclusive right to determine whether notice will come from Cary or Contractor. In any event, the content, timing, and other details of the notice are subject to Cary's approval, in Cary's sole discretion.
 - d. Contractor shall bear the costs incurred in complying with its legal obligations relating to the Security Breach, and in addition to any other damages for which Contractor may be liable under this Contract, Contractor shall bear the following costs which may be incurred by Cary in responding to the breach, to the extent applicable: (a) the cost of providing notice to affected individuals, government agencies, credit bureaus, and other required entities (which may include, without limitation, print services, postage, and obtaining contact information for affected individuals); (b) the cost of providing affected individuals

with credit monitoring services and identity theft mitigation services for a specific period to the extent Cary determines the incident could lead to a compromise of the affected individuals' credit or credit standing or identity theft, or if required by applicable law; (c) the cost of call center support for affected individuals; (d) forensics services; (e) fines imposed by credit card associations, merchant banks or financial account institutions and costs passed on by individual card companies, banks, and other financial institutions; (f) the cost of any other measures required under applicable law; and (g) any other losses for which Contractor would be liable under the Contract.

7. Protection of Cary Data. Contractor will maintain appropriate administrative, physical, and technical safeguards sufficient for the protection of the security, confidentiality, and integrity of Cary Data. Those safeguards will include, but will not be limited to, appropriate measures for preventing access, use, modification, or disclosure of Cary Data by Contractor or Contractor personnel except (a) to provide the IT Services and prevent or address service or technical problems, (b) as compelled by law, or (c) as Cary expressly permits in writing.
 - a. If Contractor should receive any legal request or process seeking disclosure of Cary Data or be advised by counsel of any obligation to disclose Cary Data, Contractor shall (to the maximum extent allowed by applicable law) provide Cary with prompt prior notice of the request or advice so that Cary may seek a protective order or pursue other appropriate remedies to protect the information. Contractor shall furnish only that portion of Cary Data which is legally required to be furnished and, in consultation with Cary, shall use all reasonable efforts to ensure that Cary Data is maintained in confidence by the third party to whom it is furnished.
 - b. During the term of the Contract and thereafter, Contractor shall comply with all applicable laws that relate to the confidentiality, security and protection of personally identifiable information, customer information, electronic data privacy, trans-border data flow, or data protection. To the extent that Cary determines that Contractor will be required to process any such data under the Contract or an SOW, Contractor will execute a data protection agreement in such form as Cary may reasonably require.
8. Data Security Measures. Contractor shall establish and maintain a data security program that includes reasonable administrative, technical, and physical policies, procedures, and safeguards for the protection of Cary Data in the possession and control of Contractor and its representatives. Contractor's data security program shall be designed to protect (i) the security, integrity, availability, and confidentiality of Cary Data, (ii) against anticipated threats or hazards to the security of Cary Data, and (iii) protect against unauthorized access to Cary Data. Without limiting the generality of the foregoing, Contractor will take all reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify or access Contractor's systems or the information found therein without consent. Contractor will periodically test its systems for potential areas where security could be breached. Contractor's data security program shall be no less rigorous than (a) those maintained by Contractor for its own information of similar nature, and (b) industry standard best practices. Contractor shall: (1) process Cary Data only in accordance with the reasonable instructions of Cary, (2) protect Cary Data, (3) promptly notify Cary of any unauthorized or unlawful processing of Cary Data of which it becomes aware, (4) except as otherwise agreed, promptly delete, or at Cary's option, return Cary Data when no longer needed for the provision of the Services, and (5) not place Cary in breach of any applicable privacy laws or regulations. Contractor shall bear all costs associated with investigating and resolving any data security breach involving Cary Data in Contractor's control or possession, and Contractor shall defend and indemnify Cary and its affiliates, employees, officers and agents from and against any third-party claim that arises out of any data security breach involving Cary Data in Contractor's control or possession. If Contractor discovers or is notified of any accidental or intentional breaches of the security of Cary Data,

or any unlawful or unauthorized uses or disclosures of Cary Data, Contractor shall: (i) promptly notify Cary as soon as possible but in no event later than twenty-four (24) hours after actual knowledge of the breach of security for Cary Data, (ii) immediately, to the extent possible, secure the affected systems to prevent further or continuing breaches, (iii) promptly investigate such breach, perform a root cause analysis, and (iv) remediate the cause of such breach of security on Cary Data and provide Cary with reasonable assurances that such breach will not recur.

9. Audit and Environmental Control.

- a. Contractor shall use reasonable industry measures designed to protect the operating environment of the IT Services against unauthorized physical access and the threats of fire, power, temperature, humidity, and other physical forces. Contractor shall provide advance written notice of (a) material changes to the hosted environment or (b) any change that may result in degradation of services or functionality or which may expose Cary or Cary Data to risk.
- b. Contractor shall maintain antivirus protection software on all hosted systems. In the event viruses, worms, or similar problems are determined to have infected the Contractor-hosted system, Contractor shall use reasonable efforts to restore the system as quickly as reasonably possible.
- c. In the event of a service disruption to any platform of Contractor used to provide the IT Services, Contractor shall: (i) formally notify the Cary of the service disruption and (ii) provide a Business Continuation Plan to Cary within five (5) days of the notification which shall include a detailed plan which demonstrates Contractor's actions to ensure its contractual obligations under the Contract are fulfilled.
- d. Contractor shall maintain complete and accurate records relating to its data security program and the security of Cary Data, during the term of the Contract and for two (2) years thereafter. Upon Cary's request, Contractor shall make these records, appropriate personnel, and other relevant materials available during normal business hours for inspection and audit by Cary or its third party designee, if Cary: (a) gives Contractor thirty (30) days' prior notice of any audit; (b) undertakes an audit no more than once per calendar year, except for good cause shown; and (c) conducts or causes to be conducted an audit in a manner designed to minimize disruption to Contractor's business.
- e. During the term of the Contract, Contractor shall cause a SOC 2 Type II report (or equivalent report) covering security, availability, confidentiality, processing integrity, and privacy to be prepared at least annually by a leading contractor of these types of reports in respect of the IT Services. Upon Cary's request, Contractor shall provide Cary a copy of the report.
- f. Upon Cary's request, Contractor shall provide to Cary a written summary of the results of the most recent vulnerability assessment, sufficient in scope and content to provide a fair representation of the level of risk associated with each vulnerability identified, within three (3) business days of the request.
- g. Cary may conduct penetration testing of the IT Services and its environment(s) without advance notice.

10. Support Services. Contractor shall perform support (and enhanced support, only if applicable) so as to meet or exceed the service levels described in the applicable documentation setting forth the service levels to be provided by Contractor.

11. Contractor's Intellectual Property. Contractor retains exclusive title to Contractor Intellectual Property. In addition, Contractor retains the right to use any general knowledge, expertise, or know-how developed in the course of provision of Services under the Contract.

12. Contractor Warranties.

- a. Contractor warrants that during an applicable term (a) the Contract, any SOWs , and Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Cary Data and (b) Contractor will not materially decrease the overall security of the IT Services.
- b. Contractor represents and warrants that during the term of the Contract and any renewal periods ("Warranty Period"), the Services will fully comply with the SOWs, and Documentation and all applicable federal, state, and local laws and regulations and that the functionality of the IT Services will not decrease. During this Warranty Period, the Contractor shall promptly either repair or replace any defective IT Service at no additional charge to Cary. If the Contractor is unable to totally cure any defective IT Service within thirty (30) days after receipt of notice from Cary, Cary shall have the right to immediately terminate the Contract by written notice to the Contractor, and to obtain a full refund of the fees paid in connection with the IT Service (including but not limited to any implementation, maintenance, and training fees), plus the reasonable incremental cost of any replacement service acquired by Cary. This remedy is without limitation of any other remedies Cary may have at law or under the Contract. Modification of the IT Services by Cary or its subcontractors will not eliminate the above warranty, except for defects that are directly caused by such modification.
- c. Contractor represents and warrants that neither the IT Services nor any Contractor Intellectual Property shall contain any Destructive Mechanisms that may cause or have potential to cause harm to Cary's Data and/or network(s). **"Destructive Mechanisms"** means computer code that: (i) is designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the IT Services or Contractor Intellectual Property or any other software, firmware, hardware, computer system, or network (sometimes referred to as "viruses" or "worms"); (ii) would disable or impair the IT Services or Contractor Intellectual Property or any other software, firmware, hardware, computer systems, or networks in any way where such disablement or impairment is caused by the passage of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs," "time locks" or "drop dead" devices); (iii) would permit Contractor to access the IT Services or Contractor Intellectual Property or any other software, firmware, hardware, computer systems, or networks to cause such disablement or impairment (sometimes referred to as "traps," "access codes" or "trap door" devices); or (iv) which contains any other similar harmful, malicious, or hidden procedures, routines, or mechanisms which would cause such IT Services or Contractor Intellectual Property or other programs to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications or otherwise interfere with operations.
- d. Contractor represents and warrants that the Documentation is complete and accurately describes the IT Services in all material respects and enables users of the IT Services to fully utilize the IT Services for all purposes for which it is being acquired by Cary. The Contractor further represents and warrants that, for so long as support and maintenance services are provided to or purchased by Cary, the Documentation will be updated to reflect all new versions, releases or modifications of the IT Services delivered to Cary, and such updated Documentation will be of equal or greater quality to the initial Documentation provided to Cary. Any such updated Documentation will be delivered at the same time as the new version, release or modification to which the Documentation update applies.
- e. Contractor represents and warrants that (a) Contractor owns all right, title and interest in and to the IT Services and has full legal right to license all the Intellectual Property Rights necessary to grant any applicable licenses in the IT Services, (b) entering into and carrying out the terms and conditions of the Contract will not violate or constitute a breach of any agreement binding upon Contractor, and (c) as of the date on which Contractor delivers

the IT Services (and also on the date of delivery of each Improvement), there is no claim or litigation regarding Contractor's ownership or the right to license all the Intellectual Property Rights necessary to grant any applicable licenses in the IT Services. Contractor represents and warrants there is no proceeding pending or (to the best of Contractor's knowledge) threatened against Contractor with respect to the IT Services or any component thereof alleging infringement or misappropriation of any patent, trademark, copyright or any trade secret or other proprietary right of any person or entity.

- f. Contractor represents and warrants that neither the IT Services, Content, nor Contractor Intellectual Property or other materials provided by Contractor or Contractor personnel used in the provision of the IT Services do or will infringe upon any third party's confidentiality protections or Intellectual Property Rights. Contractor further represents and warrants that neither the IT Services, Content, nor Contractor Intellectual Property or other materials provided by Contractor or Contractor personnel do or will infringe upon any third party's confidentiality protections or Intellectual Property Rights when used by Cary; EXCEPT THAT THE FOREGOING WARRANTIES WILL NOT APPLY TO ANY INFRINGEMENT RESULTING SOLELY FROM CONTRACTOR'S USE OF TOOLS, INSTRUCTIONS, SPECIFICATIONS OR OTHER MATERIALS PROVIDED BY CARY TO CONTRACTOR, OR WHERE THE INFRINGEMENT RESULTS SOLELY FROM ANY MODIFICATION BY CARY OR ANY THIRD PARTY WITHOUT CONTRACTOR'S PRIOR WRITTEN CONSENT.
- g. Contractor represents, warrants, and covenants that its performance and the IT Services to be provided hereunder shall comply with all applicable rules, regulations related to privacy, confidentiality, consumer protection, electronic mail, and data security, including, as applicable, the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320d) ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §17935) ("**HITECH Act**"), the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) ("**ARRA**"), if applicable, the California Consumer Privacy Act of 2018 (Cal. Civ. Code. §1798.100 et seq.) ("**CCPA**") (and as amended from time to time, including the California Privacy Rights Act of 2020, when in effect), (collectively, the "**Privacy and Security Laws**").
- h. Contractor represents and warrants that its product or services complies with Section 508 of the Rehabilitation Act of 1973, as amended, with respect to accessibility for individuals with disabilities, if applicable. If Cary receives a complaint or concern regarding the accessibility of the product or service, Contractor agrees to promptly respond and resolve such concerns. Contractor further agrees to indemnify and hold Cary harmless for any claims arising from the inaccessibility of its product or service.

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Appendix A: Scope of Work and Technical Specifications

SECTION 11 1240

AUTOMATED PARKING GUIDANCE SYSTEM (APGS)

PART 1. GENERAL

1.1 RELATED DOCUMENTS

- A. Schematic Drawings
- B. Town of Cary Standard Terms and Conditions apply to this Section.
- C. Codes and Regulations:
 - 1. Comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations on the performance of the work specified herein and compliant with the Owner's internal policies.
 - 2. Obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by Federal, State, and local laws, ordinances, rules, and regulations.
 - 3. Comply with Federal and State right-to-know laws if hazardous materials are used. The Materials and Safety Data Sheets (MSDS) shall be made available to all workers and Owner representatives. The vendor shall report immediately to the Owner any spillage or dumping of hazardous materials on the Owner's property. The Vendor shall also be responsible for the cleanup and any costs incurred for all such incidents.
 - 4. Keep current copies of all licenses, registrations, or permits required by applicable governing agencies on the job site while performing the contract work and provide copies to the Owner as requested during the performance of this contract.
 - 5. Comply with the requirements of the Americans with Disabilities Act (ADA) including the 2010 ADA Standards for Accessible Design and any state or local jurisdiction requirements for accessibility, communication, and use by individuals with disabilities and compliant with any Owner internal policies. The contractor is responsible for determining which parts of the system must be ADA-compliant.
 - 6. The following is a list of standards that may be referenced in the contract documents. The latest revision in effect for each standard at the time of Notice-To-Proceed shall be used in conjunction with the contract documents.
 - a. ADA
 - b. ADAAG
 - c. CFR, Code of Federal Regulations
 - d. ANSI X9.24, Financial Services Retail Key Management
 - e. Federal Communications Commission Emission Limits

- f. FIPS 140-2
 - g. International Electrotechnical Commission (IEC) 529
 - h. ISO 9001
 - i. ISO/IEC 7816 parts 1 through 3
 - j. ISO/IEC 14443
 - k. ISO/IEC 18092 / ECMA-340, Near Field Communication Interface and Protocol1
 - l. ISO/IEC 21481 / ECMA-352, Near Field Communication Interface and Protocol2
 - m. NFPA 70
 - n. NFPA 130
 - o. National Electrical Code
 - p. UL Standard 60950, "Information Technology Equipment – Safety"
 - q. UL 325
 - r. WCAG
- B. The Vendor shall identify and notify the Owner of any changes to the standards that are instituted between the time of notice to proceed and implementation and certify that their software meets these requirements.

1.2 DEFINITIONS

A. List of abbreviations:

1.	ADA	Americans with Disabilities Act
2.	ADAAG	Americans with Disabilities Act Accessibility Guidelines
3.	ANSI	American National Standards Institute
4.	APGS	Automated Parking Guidance System
5.	API	Application Programming Interface
6.	BI	Business Intelligence
7.	DAT	Device Acceptance Test
8.	DMS	Dynamic Message Sign
9.	GUI	Graphical User Interface
10.	IP	Intrusion Protection
11.	ISO	International Organization for Standardization
12.	LED	Light Emitting Diode
13.	LPN	License Plate Number
14.	LPR	License Plate Recognition
15.	NEMA	National Electrical Manufacturers Association
16.	NEC	National Electric Code
17.	NTP	Notice to Proceed
18.	ODBC	Open Database Connectivity
19.	ODT	Operational Demonstration Test
20.	PARCS	Parking Access and Revenue Control System
21.	POLP	Principle of Least Privilege
22.	QA/QC	Quality Assurance/Quality Control
23.	RMA	Return Material Authorization
24.	SaaS	Software as a Service
25.	TCP/IP	Transmission Control Protocol/Internet Protocol
26.	UL	Underwriters Laboratories, Inc.
27.	UPS	Uninterruptible Power Supply
28.	VMS	Variable Message Sign

1.3. SUMMARY

- A. This Section includes the provision of all material, labor, equipment, services, and training necessary to furnish and install a fully integrated online, real-time Single Space Monitoring Automated Parking Guidance System (APGS) functioning in the manner described herein.
- B. The base bid is for a Camera-based License Plate Recognition (LPR) system including Camera-based single-space monitoring of covered and uncovered parking spaces.
 - 1. As an add-alternate, covered spaces will have a single LED light above each space to indicate the availability of the space.
 - 2. As an add-alternate, the bid may provide single-space monitoring option(s) using ultrasonic and/or LIDAR.
 - 3. As an add-alternate, the APGS software will be hosted in a virtual environment at the Town of Cary data center.
- C. The systems are to be provided for the Town of Cary: Walnut Street (Library) Deck, Town Hall Deck, Cedar Street Deck (opening in 2025), Academy Street Deck (opening in 2026), and the Ivey Ellington House open surface parking lot.
- D. References in this section to “Contractor” include the Prime Contractor and any Subcontractor performing Work related to the APGS.
- E. Identify any clarifications, deficiencies, exceptions, or errors in the Specifications or Contract Documents in the Contractor proposal. Deficiencies or discrepancies in the Specifications or Contract Documents do not relieve the Contractor of the responsibility to provide a fully functional, reliable APGS as intended by the design. Clarifications and exceptions to the design taken by the Contractor must be clearly stated in the proposal and are subject to Owner approval.
- F. System Design Characteristics
 - 1. Monitor and communicate parking availability as described herein.
 - 2. All spaces on all levels of the parking structures and surface lot will have a single-space camera-based License Plate Recognition (LPR) monitoring system.
 - 3. The rooftop and surface lot will implement an individual space count system with multi-space monitors (one (1) sensor monitoring multiple spaces at once). The covered-space monitoring will consist of camera-based sensors mounted down the center of the drive aisle (covering typically 1-6 stalls each) with RGB LED indicators. These will be suspended to be at least two (2) inches above the lowest clearance in the structure.
 - 4. Display single space occupancy status via various colored LED states of the overhead sensors in white for regular open available stalls, red if stall(s) are all occupied, green if stall(s) are EV, blue if stall(s) are ADA, and amber if stalls are residential or reserved. Provide full RGB LEDs that can create at least 8 colors.
 - a. When a single sensor monitors multiple stalls of different kinds, i.e., ADA and Regular, the LED will display the color of the specialty space, i.e., Blue for the ADA

stall. The LED will now display White if all ADA stalls are full, yet a regular space is available. The color order of precedence will be Blue for ADA, Green for EV, and White for Regular.

- b. As an add-alternate, covered spaces will have a single LED light above each space to indicate the availability of the space.
5. Display real-time parking availability as “OPEN”, “FULL”, and/or the number of available spaces on each level, via DMS at all entrances to the garage and as shown on drawings.
 6. Display real-time number of available spaces in each subzone, via VMS as shown on drawings.
 7. Provide system intelligence and central control to facilitate management of spaces, real-time reporting, and information capabilities to provide:
 - a. Occupancy by individual space.
 - b. Occupancy and availability by level and/or zone.
 - c. Occupancy and availability by entire facility.
 - d. Space utilization.
 - e. Length of stay.
 - f. Parking space turnover.
 - g. Custom space grouping and individual space configuration controls and capabilities.
 - h. Heat mapping of parking garage and lots, history reports of loading and unloading of garage and lots
 8. Provide a mobile application for dissemination of parking availability data. Provide open APIs for dissemination to third-party websites and applications. Such API's must be open, documented, and non-proprietary using industry-standard approaches such as REST or Websocket. Data access via the API will be available to the Owner at no additional charge.
 9. Provide all necessary APGS software and hardware required to support and process detection and counting data from sensors and provide real-time APGS information to signage and other applications listed herein.
 10. Provide local and/or cloud-based computer servers with related data storage and relational database management software to provide data reporting, data analytics, historical data storage, user and administrator interfaces, system configuration, and system maintenance.
 - a. As an alternative, the APGS software will be hosted in a virtual environment at the Town of Cary data center.
 11. APGS will operate seamlessly as a complete system. All equipment components are to function in coordination with other components.

12. Coordinate APGS component installation with the geometric circumstances of the specific location where they are installed, i.e. garage clearance, drive aisle widths, line of sight, existing signs, security cameras, etc.

F. Future System Expansion

1. Provide an APGS that is readily expandable and upgradeable to accommodate additional parking facilities, nested parking areas, features, and configurations. Installed APGS capable of expansions/enhancements listed below:
 - a. Add additional sensors, individual space sensors, indicator lights, or VMSs.
 - b. Add additional parking facilities.
 - c. Interface with third-party systems such as PARCS Software, mobile applications, and external websites that are not already called out in this specification.
 - d. Additional functionalities (e.g. parking reservations, loyalty programs, dynamic pricing based on location, etc.).

1.4. PRICE REQUIREMENTS

- A. Price includes the provision of all material, labor, equipment, and services necessary to furnish and install a fully integrated APGS system as outlined herein.

1. Examine site(s)
 - a. Identify in writing any constraints or conflicts regarding installation.
 - b. Include the cost, in writing, of rectifying such constraints or conflicts in the Price Proposal.

B. Maintenance and Service Contract

1. A separate contract is awarded for Maintenance and Service after the expiration of the warranty.
2. This Contract may be executed directly with a party designated and approved by the manufacturer(s) to maintain and service the equipment.
3. The contract would commence with the expiration of the one-year warranty period.
4. Provide annual pricing for seven (7) years.
5. Provide pricing for the above contract valid in the year of the contract anniversary. Should the Owner decide to procure said contract extension, payment shall be due thirty (30) days before each contract anniversary.

C. Parts Warranty Contract:

1. A contract to extend the manufacturer's parts warranty after the expiration of the warranty.
2. The contract would commence with the expiration of the one-year warranty period.
3. Provide annual pricing for seven (7) years.

4. Provide pricing for the above contract valid in the year of the contract anniversary. Should the Owner decide to procure said contract extension, payment shall be due thirty (30) days before each contract anniversary.
- D. Substantial Completion: A certificate of substantial completion will be provided when the following requirements have been satisfied:
 1. All systems, features, and communications have passed the ODT per Section 3.3 of this document.
 2. All spare parts, stock material, and manuals are on site and have been approved.
 3. All test checklists, documentation, and training have been completed.
- E. Final Acceptance: Final Acceptance will occur upon substantial and successful completion of all acceptance tests and verification of resolution of all outstanding items on the Punch List.

1.5. ADMINISTRATIVE REQUIREMENTS

- A. System Design Review: Conduct a System Design Review meeting within fourteen (14) days of contract award to review System Design Documents (SDDs) with the Owner's design team and coordinate the infrastructure design. System Design Documents include the following Proposal Submittals and Informational Submittals:
 1. Product Data Submittals.
 2. Project Schedule.
 3. Training Plan.
 4. Testing Plan.
- B. Pre-Installation Meeting: Conduct this meeting at the project site fourteen (14) days in advance of the time scheduled for equipment installation to proceed to review requirements and conditions that could interfere with successful APGS implementation. All parties concerned with APGS installation including electrical, communications, or others who are required to coordinate work should attend. Include the Owner or their respective representatives. At a minimum, cover:
 1. Required preparatory work.
 2. Review installation and implementation schedule.
 3. Review testing and acceptance procedures.

1.6. PROPOSAL SUBMITTALS

- A. Reference Town of Cary RFP # 354-TMO25-20 from Section 2: Proposals.

1.7. INFORMATIONAL AND CLOSEOUT SUBMITTALS

- A. All submittal approvals, comments, and rejections will be returned to the Contractor by the Owner's designated representative with requests for resubmittal as appropriate. Resubmit as required until submittal is approved by the Owner's designated representative.

B. Submittals include:

1. Shop Drawings to be submitted within 21 calendar days of contract award:
 - a. Dimensioned drawings showing plans, elevations, sections, and details indicating coordination and relationships with other construction trades.
 - b. VMS design drawings.
 - c. Mounting details for VMS and Vehicle Detectors/Sensors.
 - d. Wiring diagrams detailing wiring requirements for power, communication, and control systems.
 - e. Locations for electrical and communications connection points and pathways including conduit runs, concentration points, network access points, power panels and circuits, and head-end server location(s).
 - f. Specific pictorial and graphic descriptions of any connections required to an external network or cloud, and who will provide each associated networking component or network service.
2. For systems with stall status overhead indicator lights:
 - a. A stall map showing sensor mapping to stalls (i.e., which stalls are monitored by which sensor).
 - b. A sensor map showing the chosen indicator light color for each sensor, to be coordinated with and approved by the Owner.
3. A signage count map showing how the occupancy of specific stalls, sub-areas, and levels are aggregated and mapped to the digit value areas of all VMS. This map is also to indicate any stalls that are excluded from signage counts for various operational reasons. This signage count mapping is to be coordinated with and approved by the Owner.
4. Testing Plan: Submit the testing plan at least thirty (30) days before testing is scheduled.
5. Phasing Plan: Incorporate Owner comments to the Transition Plan, Training Plan, and Testing Plan received and submit a detailed Phasing Plan 30 days before installation to include:
 - a. Revised schedule with milestone dates identified, task start and completion dates, lane-by-lane installation dates, training dates, and testing dates.
 - b. Description of phasing to install field devices and perform DAT.
6. APGS Manuals are to be submitted 14 days before the commencement of testing in electronic format (PDF or current version of Microsoft Word).
7. As-Built Documentation: Submit as-built documentation of all systems and components installed as part of the APGS. As-built documents include a depiction of the actual installed conditions of all equipment and cabling components. In addition, as-built documentation includes the configuration settings of each system upon the completion of any acceptance test. Update the most recent as-built documentation submitted as

further changes occur in the field or as a result of a patch or upgrade to an installed system throughout installation warranty, and post-warranty maintenance periods.

8. Provide a list of all TCP/IP devices with each device's IP address and installation location. Indicate if TCP/IP addresses are statically or dynamically assigned. Specify if the networking aspects of the APGS system require one of the following, or if the APGS can support multiple of these options: (a) a dedicated, isolated non-TCP/IP network, (b) a dedicated, isolated TCP/IP network (non-VLAN), (c) an Owner-provided TCP/IP Virtual LAN (VLAN), (c) can run on a public TCP/IP LAN.

1.8. MAINTENANCE MATERIAL SUBMITTALS

- A. Spare Parts: Deliver spare parts per the approved spare parts list, complete and ready to use, before commencement of testing, and maintain inventory of spare components at this level as components are used during the warranty period.
 1. The proposed spare parts list is subject to the approval of the Owner, and the Owner reserves the right to modify the spare parts inventory throughout the term of the Contract.
 2. The owner will provide a storage location of the spare parts, the exact location to be identified by the Owner. The contractor will have access to the spare parts inventory and will be responsible for ordering replacement components or parts during the implementation and warranty period as components or parts are used.
 3. All equipment and parts are to be newly manufactured and never installed in any operational system other than for factory test purposes.
 4. Provide an itemized list of manufacturer's part numbers, model numbers, pricing, supplier's address, supplier's telephone numbers, and any single source components when delivered to the project site.
 5. Provide a monitoring tool for tracking the inventory and usage of spare parts.
- B. Equipment Keys and other Special Tools
 1. Provide two (2) sets of keys for each unit of equipment with locks plus two (2) sets of administrative privilege keys.
 2. If any special tool or accessory (for example, a remote control) is required to perform any function on the APGS during the normal course of business and/or maintenance, provide three of these tools.

1.9. QUALITY ASSURANCE

- A. All APGS components and installation to comply with all laws, ordinances, codes, rules, and regulations of public authorities having jurisdiction over this part of the work. It is the responsibility of the Contractor to meet these and all other current technical, performance, and safety standards that are applicable to all components and to the entire system, even when not specifically referenced.
- B. Open-architecture system where all interfaces (hardware and software) conform to national and International Organization for Standardization (ISO) standards.

- C. All materials and equipment listed, labeled or certified by a nationally recognized testing laboratory to meet Underwriters Laboratories, Inc. (UL) standards, where test standards have been established.
 - 1. Equipment and materials which are not covered by UL Standards may be considered provided equipment and material is listed, labeled, certified or otherwise determined to meet safety requirements of a nationally recognized testing laboratory.
 - 2. Equipment of a class for which no nationally recognized testing laboratory accepts, certifies, lists, labels, or determines to be safe, will be considered if inspected or tested in accordance with national industrial standards, such as NEMA, or ANSI. Evidence of compliance includes certified test reports and definitive product data.
- D. Overhead sensors/indicators, equipment housings, signage, conduits, and junction boxes exposed to weather (any location not in a conditioned environment) will meet or exceed NEMA 4X or IP65 standards to be moisture-proof and provide sufficient protection so that the components continue to function without moisture, dust, particle, heat, or cold-related interruption.

1.10. DELIVERY, STORAGE, AND HANDLING

- A. The contractor is responsible for ensuring all shipped items. Any items damaged during shipping will be replaced and shipped to the project site, by expedited means if requested, at no additional cost to the Owner.
- B. The owner will provide a designated storage/staging area for APGS equipment that has not been installed. Location to be determined after contract award.
- C. It is the Contractor's responsibility to protect the equipment from theft and damage until final acceptance. The contractor will replace the equipment at no additional cost to the Owner.
- D. Deliver equipment to the site in manufacturer's original containers to prevent damage and marked for easy identification.
- E. The Contractor will receive all equipment on-site. The owner will not receive, unload, or otherwise participate in the delivery of equipment.

1.11. PROJECT/SITE CONDITIONS

- A. Provide a system that will not be affected by rain, wind, or other weather conditions typical to the local area.
- B. Provide a system such that environmental conditions inside the APGS equipment enclosures do not cause failure of the installed electronics.
- C. Provide a system such that Electrostatic and electromagnetic forces within the environment, e.g., non-direct lightning strikes, or other types of power interference do not affect the integrity or operation of the APGS.
 - 1. Provide a solution for preventing power interference for Owner approval before implementation.
 - 2. Provide lightning protection through surge arrestors or earthen ground rods or a combination thereof for the APGS. Determine, based on the APGS manufacturer's system requirements, the appropriate lightning protection method to use for the location where the equipment is installed.
 - 3. Provide equipment that is UL-approved for use as part of a labeled lightning protection system and marked per UL procedures.

1.12. PROJECT SEQUENCING

- A. Propose sequencing in the Project Schedule that achieves full implementation and acceptance of the APGS following the Owner-provided milestone dates and Contract Documents.

1.13. WARRANTY

- A. General: Equipment and installation (100% parts and labor) for one (1) year from the date of Final Acceptance by the Owner or Owner's Representative. System maintained and serviced against all malfunctions due to manufacturing or installation defects at no cost to the Owner during the warranty period, including preventive maintenance per manufacturer's recommendations or as necessary to keep equipment in good working order. Software support is provided during the warranty period to include all software upgrades at no additional cost to the Owner.
 - 1. The warranty period commences after the Contractor has demonstrated satisfactory performance as specified in the Acceptance Testing Plan.
 - 2. Maintain a log of all maintenance, preventive maintenance, and repair work performed under warranty and provide it to the Owner or Owner's Representative at the end of the warranty period.
- B. Warranty response period:
 - 1. Monday through Friday, 8 a.m. to 5 p.m. excluding Town or federal holidays.
 - 2. Response time from initiation of trouble call to the on-site response by a qualified service technician
 - a. Immediate telephone support available from 8 a.m. to 5 p.m. Monday-Friday.
 - b. Same-day on-site technical support if requested by 10 a.m. Monday-Friday.
 - c. Next-day on-site technical support no later than 10 a.m. the following day if requested between 10 a.m. and 3 p.m. Monday-Thursday.
 - d. Next-day on-site technical support no later than noon if requested after 3 p.m. Monday-Thursday.
 - e. Monday technical support no later than 10 a.m. if requested on Friday after 3 p.m.
 - f. Monday technical support no later than noon (12 p.m.) if requested on Saturday or Sunday.
- C. If the Contractor is not available for the above response, the Owner or Owner's Representative may affect repairs with no impact on the warranty. Pre-qualify the appropriate Owner or Owner's Representative to perform repairs and identify the types of repairs each trained individual is qualified to perform after training of Owner personnel.
- D. Replace items taken from spare parts inventory during the warranty period at no additional cost to the Owner.
- E. Preventative Maintenance Service during the Warranty Period:
 - 1. Provide preventative maintenance services for all systems throughout the warranty period. Preventative maintenance procedures and frequencies are defined within the Manufacturer's recommended maintenance procedures manual submitted with the APGS Proposal as modified and accepted by the Owner.
 - 2. Preventative maintenance services include but are not limited to inspection, testing, necessary adjustment, alignments, calibration, parts cleaning, camera lens cleaning, communication system maintenance, server administration, and database

administration of the APGS hardware and software provided as part of this project by the Contractor.

3. Perform all preventative maintenance at non-peak periods during regular business hours.

F. Emergency Maintenance Service during the Warranty Period:

1. Emergency Maintenance Service includes both on-site service and remote service support.
2. Provide three (3) methods of notification to be used for emergency contact information (ex: telephone, email, SMS text message). Acknowledge receipt of any emergency service request within 30 minutes of notification by the Owner.
3. During normal business hours 9:00 am to 5:00 pm, Monday through Friday, the Contractor is to begin remote (or on-site) emergency repair service within four (4) hours of the initial emergency service request by the Owner. If the request is made after normal business hours the emergency repair is to begin by 10:00 am, the following weekday. When remote service is insufficient to resolve the issue and on-site service is needed, up to 24 hours is permitted to begin on-site repairs.
4. Resolution of the situation within three (3) business days after notification is required in all situations. A temporary solution is acceptable in the event replacement parts are not available in inventory.
5. Factors beyond the control of the Contractor, such as unexpected delays in parts, accidents, and severe weather, are to be thoroughly documented and reported to the Owner the next business day.

G. Software Support during the Warranty Period:

1. Make available to the Owner normal software improvement releases (updates) as they become available at no additional cost to the Owner. This includes both system software components and any firmware in system components such as sensors, cameras, routers, etc.
2. Provide all software/firmware patches and updates free of charge during the warranty period; however, the Owner has the right of refusal.
3. Seven (7) calendar days prior to all software modifications, patches, updates, and upgrades, provide accurate and complete documentation that describes:
 - a. Patch/update release designation.
 - b. Proposed date and time of implementation.
 - c. Detailed description of what the patch/update accomplishes.
 - d. Test plan that shows the change has been successfully tested and has passed internal unit, end-to-end testing.
 - e. Full disaster recovery procedures that return the system to its pre-patch/update condition
4. Provide operating system support and database administration services including adherence to the recommended operating system patches and updates as they are made commercially available by the operating system developer. This requirement applies whether the OS and database are hosted on-site or off-site (cloud).
5. Coordinate the testing and implementation of all patches and updates with the Owner.
6. Support upgrades to the APGS application based on operating system patch and upgrade requirements. For example, if the APGS runs on a Microsoft operating

system, the software can be patched according to the Microsoft patch and upgrade schedule without breaking any application. If Microsoft decommissions an operating system, the Contractor must be capable of releasing code compatible with the next operating system upgrade before Microsoft ends support for the current operating system. This requirement applies whether the OS and database are hosted on-site or off-site (cloud).

7. Provide corrective patches and upgrades within 30 days in the event security vulnerability or system availability issues are discovered.

PART 2. PRODUCTS

2.1. SOFTWARE

- A. Provide all software and software licensing required by the system. To the greatest extent possible, use proven, off-the-shelf software (i.e., software already manufactured and available for delivery).
- B. Deliver original software documentation to the Owner before system acceptance testing.
- C. Provide any necessary perpetual licenses and/or authorization for all software used by the Owner.
- D. If any of the software is cloud-based and provided on a Software as a Service (SaaS) basis, Contractor will document in the Proposal their SaaS licensing terms and conditions, and the options and costs for a multi-year license for terms ranging from 2 (two) up to 10 (ten) years in length. Furthermore, if any component of the system is cloud-based and provided on a SaaS basis, Contractor will describe in their Proposal what occurs in terms of system and feature functionality if Owner chooses not to renew SaaS-based licensing. If SaaS licensing is not renewed, the system must at minimum continue to operate, accurately count vehicles locally, and display availability counts on VMS signs.
- E. Provide a site license to the Owner, meaning usage of the license is unrestricted, regardless of the physical locations where the software may be used as part of this contract.
- F. Operating System Platform
 1. Operating system software consisting of software to support system setup, system operation, routine hard drive backups, diagnostics, and other maintenance routines.
 2. Upgrade the APGS application to operate on the most current operating system upon commercial release of a new operating system version. Upon completion of successful Contractor testing, recommend implementation of the patch. Implementation subject to the Owner's approval.
- G. APGS Application Software
 1. Provide an APGS solution with configurable groups and roles that govern individual access to the system. The assignment of a group/role will control access to the various modules of the APGS, and if the access is update or view only.
 2. Install and configure all application software and firmware required by the APGS with all software licenses registered to the Owner.
 3. Provide application software with the following features and functionalities:
 - a. Ability to collect, display and report all APGS-related data as outlined in this Specification.

- b. Browser-based – Provide APGS software that is browser-based, and web-browser enabled, i.e. the APGS software is accessible by an authorized user through an internet browser of any web-enabled computer or mobile device. Users should not need a client version of the software installed on their workstation or mobile device to access the application.
- c. APGS application software to utilize a Graphical User Interface (GUI) that is intuitive and user friendly. Provide a GUI with the following features, at a minimum:
 - 1) Display of the parking facilities with real-time occupancy and availability, including floor maps for all levels with real-time status of available and occupied spaces and level occupancy graphically indicated.
 - 2) Access for authorized users to modify system configurations including:
 - a) Manual adjustments to counts and capacities based on Owner defined areas within the parking facilities.
 - b) Manual override of signs.
 - c) Manual reconfiguration of space assignments.
 - d) Configuration of space assignments to change automatically based on time of day, day of week, or on-demand.
 - e) Configuration of occupancy indicator colors for individual spaces, groups of spaces, or type of space assignment. For example, change all ADA spaces from a solid blue color to a flashing orange color.
 - 3) Access to view, print, and export all reports (Microsoft Excel and Adobe PDF, at a minimum).
 - a) Provide role-based access control using POLP for all system functions including system administration and security administration.
 - b) Access rights to the system for Owner personnel and others will be defined during implementation.
 - c) Automatically detect and report fault conditions – The system performs a self-check on a routine basis and provides notification for fault conditions and equipment failure. Fault conditions are categorized by severity and the system displays alarm notification on the system GUI as well as provides automatic notification to designated Owner personnel via email and or text message for any individual fault condition, category of fault, or Owner-selected group of faults.
 - d) Provide reporting as outlined in the Reports section.
 - e) Utilize industry standard Application Programming Interface (API) to allow simple interface with other third-party applications. Such API's must be open, documented and non-proprietary using industry-standard approaches such as REST or Websocket. Data access via the API by Owner will be available at no additional charge.
 - f) Provide remote monitoring of all field devices, e.g., Vehicle Detectors/ Sensors, VMS, etc.
 - 4) Identify in the proposal the version of APGS software that will be used.
- H. Car Finding Application for Camera-Based LPR systems: Provide a staff/visitor amenity to determine the location of a car in the parking garage. The parker enters their license plate number (or a portion thereof). Images of vehicles with matching license plates are displayed. Upon confirmation of the vehicle, a map and/or direction to the car are

displayed. Provide descriptive narrative of how feature works as well as images and references.

1. Car finding interface must be accessible by standalone kiosk, iOS (iPhone/iPad) and Android OS apps, and local management interface.
 2. Standalone kiosks must be ruggedized for sheltered outdoor installation and use a touchscreen of 32" diagonal size or greater.
 3. Car finding searches, regardless of the interface, must present the user with multiple search results whenever possible.
 4. Management interface shall allow for alerts when vehicles park without a valid plate read, and a mechanism for manual input of plates for these exceptions.
 5. Provide kiosks in the locations specified in the Drawings.
- I. Closed-Circuit Video Streaming (for Camera-Based systems): A subsystem to capture and record imagery from the network of parking cameras for security purposes.
1. Video streams must be available from all cameras in the network, monitoring all covered parking spaces.
 2. CCTV functions shall be accessible from multiple points.
 - a. All functions must be accessible via client software on any PC on the local area network.
 - b. Live viewing must be accessible via web browser on the local area network.
 3. User interface must be flexible and customizable.
 - a. All CCTV users shall have an assigned username and password.
 - b. Multiple tiers of access must be configurable per user or group.
 - c. On-screen display must be fully configurable to display as many or as few streams per monitor as desired per each Owner user or group.
 4. Macros must be programmable to execute specific interface navigation or system control.
 5. All streams shall be viewable live.
 6. All streams shall be recorded continuously or on motion, with a programmable motion threshold per stream.
 7. Video storage shall be sufficient to hold 60 days of streams from the entire network when recorded on motion.
 8. Search tools shall allow users to search for motion events in specific streams, both full-frame and partial frame.
- J. APGS Mobile Application
1. Develop, implement, and support a customized, public-facing mobile application for disseminating APGS-related data and information.
 2. Coordinate with Owner during development of graphics and messages.
 3. At a minimum the mobile application to include the following features:
 - a. Indicate real-time parking availability for the entire facility.
 - b. Indicate real-time parking availability for each level and zone.
- K. Reports
1. Monitor and record parking activity and generate activity reports.

2. All reports are available online and on demand for Owner personnel who have proper password access.
 3. Compile the APGS stream of data in an ODBC-compliant database. Provide the Owner the ability to prepare custom, exportable reports using the APGS data including Microsoft Excel™, at a minimum, via a comma-separated-value file format.
 4. Provide the Contractor's APGS standard reports including report descriptions, selectable data fields, and report layouts for all standard reports. Contractor to submit standard reports for Owner review.
 5. Coordinate with the Owner as required during the system design to address the specific reporting needs of the Owner. At a minimum, reports provided to include:
 - a. Statistical utilization reports by garage as a whole and by level and zone:
 - 1) Hourly.
 - 2) Daily.
 - 3) Weekly.
 - 4) Monthly.
 - 5) Annually.
 - 6) Life-to-Date since original system activation.
 - b. Exception Reports
 - 1) Vehicle Detector failures.
 - 2) Loss of communication, either to on-site components or to offsite systems/cloud.
- L. Third Party Software
1. Identify all third-party software packages in the Contractor's proposal.
 2. Provide the latest available version, at the time of implementation, of all third-party software provided.
 3. Purchase software maintenance for all third-party software naming the Owner as the software owner and contact. All third-party software maintenance agreements will remain valid throughout the duration of the warranty period and will be extended on an annual basis during post-warranty maintenance period, if post-warranty maintenance is selected by the Owner.

2.2. POWER

- A. The Walnut Street, Town Hall, and Ivey Ellington facilities require a turn-key proposal. Contractor to provide and install all required power conduits, pull cords, junction boxes, and cabling from the electrical closet to demarcation points and to the APGS components. Contractor to ensure proper power is provided to the demarcation points for all APGS equipment.
- B. Provide and install any power conditioning that is required for the operation of the system.
- C. The Contractor is responsible for terminating and testing all electrical cables to the APGS components.
- D. Configure all field component power connectivity such that no single point of failure of a device causes an operational failure of surrounding devices.
- E. Provide APGS components that are powered via hardwired connections. Solar power or batteries are not acceptable as primary power sources.

2.3. COMMUNICATION

- A. The Walnut Street, Town Hall, and Ivey Ellington facilities require a turn-key proposal. Contractor to provide communication conduit, pull cords, and cabling necessary to support the APGS from communication closets to all demarcation points and all VMS locations. Contractor to ensure proper conduit capacity is provided to the demarcation points and VMS locations for all APGS equipment. All such cabling is to be either CAT6 or fiber optic, in accordance with applicable IEEE/ANSI industry standards and distances to be spanned.
- B. Contractor to provide and install all required communication conduits, pull cords, junction boxes, and cabling from the demarcation points to the APGS components.
- C. Contractor is responsible for polishing, terminating and testing all communication cables to the field devices. All such cabling is to be either CAT6 or fiber-optic, in accordance with applicable IEEE/ANSI industry standards and distances to be spanned.
- D. Any APGS communication wiring employing Ethernet over Twisted Pair will utilize CAT6 infrastructure that has been designed, installed and certified in accordance with the latest EIA/TIA-568 standards, including but not limited to ensuring that all CAT6 runs are under 100m in total length.
- E. Configure all field component communications such that no single point of failure of a device causes an operational failure of surrounding devices.
- F. Cable certification tests in accordance with IEEE/ANSI standards will be performed by Contractor and verified to “pass” on all Contractor-installed communications cables after installation and termination with suitable connectors, using suitable cable testing equipment that is capable of verifying cable length, correct termination, continuity, and signal quality (loss, jitter, etc.). Electronic versions of these test results will be made available to Owner upon completion of testing.

2.4. EQUIPMENT AND SUBSYSTEMS

- A. General
 - 1. Provide newly manufactured equipment and associated materials utilized in the APGS. Installation of used or refurbished equipment is prohibited.
 - 2. Provide fully interchangeable components without the requirement for physical modification for all equipment performing a like function and of the same part number.
 - 3. Provide APGS configuration with device autonomy such that no single point of failure of a device causes an operational failure of surrounding devices. Equipment at a single location that fails causing a shutdown of that device should not affect the operational status or functionality of any other device.
- B. Application and Data Servers
 - 1. Provide and install APGS server(s) in locations identified by owner; or identify alternate proposed locations, which will be reviewed and approved by Owner. Specify if certain portions of the APGS run offsite hosted or in the cloud.
 - 2. As an alternative, the Town of Cary will provide APGS server(s) in a virtual environment at their data center location for APGS Vendor use. Utilize TCP/IP for APGS data communication both within the system and externally.
 - 3. Provide stand-alone operations (distributed system with intelligent devices) as well as centralized management of the APGS.

4. The APGS servers to contain all APGS database software that is associated with occupancy statistics and designated reports.
 5. Fully install and configure the application software on the servers with all required system software licenses registered to the Owner.
 6. The APGS servers will have secured access. The Owner's network administrator based upon a "need to know" decision will establish an appropriate user-level password system. The Owner will have complete ability to add to, delete from, or revise the passwords that are established by the network administrator. The password system to include the provision of logging the event and user's name each time a password is used to gain access to or within the APGS.
 7. If some or all of the APGS servers reside outside the Owner's network, Contractor will identify, document, and gain Owner's approval on a mechanism to ensure that Owner has secure, complete, unrestricted access to the servers in the same manner as specified in item 2.4.B.6 above. In such a configuration, there will be no restrictions on Owner's capability to establish or change passwords, access levels, etc. as specified above.
 8. Provide an appropriate mechanism to limit access to the servers and the accompanying data. The security functions provided by the system to include but is not limited to:
 - a. All changes/updates to the server system require prior authorization from the Owner.
 - b. Where the change and/or update is authorized, an audit trail and report are created including the following:
 - 1) Date/time of change.
 - 2) Record of change made.
 - 3) Username of individual making the change.
 - 4) Record of data modified or changed (prior to change).
 - 5) File identities and record count.
 9. Sufficiently configure the Database Servers such that the following features and functionalities are attainable:
 - a. Maintain at least five (5) years of on-line data of all APGS data. Data is readily accessible without any delay in processing and at no additional cost.
 - b. Long Term Storage Media – Ability to archive all summary data in accordance with Owner's data retention policy with simple retrieval capability, and at no additional cost.
 10. All APGS occupancy data is the sole intellectual property of the Owner. Usage of this data by Contractor or by the APGS vendor for any purpose other than to support, test, or repair Owner's system requires prior written authorization from Owner. If such data is stored offsite or in the cloud under a term-based SaaS mechanism and Owner decides not to renew the SaaS agreement, Contractor will send all APGS data gathered over the lifetime of the system (i.e. from system activation date through the SaaS agreement termination date) to the Owner in an Excel format and will subsequently delete such data from any offsite servers or cloud instances.
- C. APGS Workstations and Mobile Devices
1. Ability for any web-enabled workstation or mobile device to access the APGS based on access rights of the user.
- D. Single-Space Vehicle Detectors

1. Utilize advanced camera-based, ultrasonic, LIDAR, or infrared sensor-based vehicle detection technology for monitoring all covered individual spaces in the parking facility, either one sensor per space or one sensor per set of 1-6 spaces. For solutions that monitor more than one space per sensor, please indicate typical and maximum spaces covered per sensor based on the parking stall and drive bay geometries in the subject garage. Utilize advanced camera/sensor-based vehicle detection technology for monitoring multiple spaces concurrently as a single-space detection system for the rooftop.
2. All sensors will be rated at IP65 or better.
3. Sensor-based vehicle detectors will monitor space occupancy of each individually monitored space.
 - a. Add-Alternate for camera-based sensors: Record license plate number of each parked vehicle.
4. Single-space monitoring sensors will communicate via a hardwired connection utilizing readily available, commercially common, wire and cable.
5. Powered via a hardwired connection utilizing readily available, commercially common, wire and cable.
6. Mounted securely to the ceiling, beams, or light poles.
7. Detect any passenger vehicle parked in the designated parking space.
8. Provide multi-color RGB LED occupancy indicators to display space availability on all covered levels of the parking structure. Indicators capable of the following, at a minimum:
 - a. Displaying continuous red for an occupied parking space(s).
 - b. Displaying continuous white for an available public parking space(s).
 - c. Displaying continuous blue for an available ADA space.
 - d. Displaying continuous green for an available EV space.
 - e. Displaying continuous contrasting color (TBD) for an available resident parking space.
 - f. Configurable to flash to indicate violations or fault conditions.
 - g. Displaying at least eight different, Owner-defined colors.
 - h. Ability to change to any user defined color on-demand from any workstation or mobile device by an authorized user.
 - i. Ability to automatically change to any user-defined color automatically at Owner-defined scheduled timeframes.
 - j. Ability to change to any user-defined space assignment (standard space, ADA, reserved, valet, etc.) on-demand from any workstation or mobile device by an authorized user.
 - k. Ability to automatically change to any user-defined space assignment (standard space, ADA, reserved, valet, etc.) automatically at Owner-defined scheduled timeframes.
 - l. Ability to adjust brightness manually.
 - m. Locate occupancy indicators such that all indicators for a given row are viewable from the end of the drive aisle.
 - n. Maintain a consistent floor to indicator distance for each drive aisle to provide optimal aesthetics and a level appearance.

- o. Display each sensor's indicator status on the GUI and update via the network in real-time.
 - p. Continuous operation of occupancy indicator even if the sensor goes into an offline condition.
9. Sensor calibration:
- a. Automatically initiate self-calibration upon power up or reboot.
 - b. Manually initiated self-calibration via remote connection from a web-enabled workstation or mobile device.
 - c. Provide functionality for workstations or mobile devices to initiate calibration through the APGS GUI of an individual sensor, selected group of sensors, or all networked sensors.
10. Sensor detection unaffected by:
- a. Vehicles parked in adjacent spaces not covered by the selected sensor.
 - b. Presence of pedestrians.
 - c. Detection signals of adjacent sensors.
 - d. Changes in ambient lighting conditions including direct sunlight.
 - e. Vehicle color.
 - f. Changes in temperature.
 - g. Changes in humidity.
 - h. Surface color variations such as oil stains, painted surfaces, standing or flowing water, etc.
 - i. Wind, rain or snow
- E. Level and Zone Detection Sensors (for Rooftop or other Zones not covered by Single Space Detectors)
- 1. Isolate and count the occupancy and availability of each of the parking levels and subzones, as identified in the Drawings.
 - 2. A critical element of the APGS is accurate detection of vehicles. Overhead camera detection or overhead ultrasonic detection are acceptable if they meet the accuracy definitions in this Specification.
 - 3. Contractor will identify and document in their Proposal the form and cost of any delineation or other vehicle route control required to achieve the accuracy goals stated below. This documentation also must indicate if any (and, if so, how many) parking spaces will be lost due to delineation or similar approaches by indicating this on a marked-up striping plan.
 - 4. For overhead mounted sensors:
 - a. Mount the detection devices on the ramp or drive lane to/from the applicable level or zone, secured to the ceiling or Contractor-provided structure above.
 - b. Maintain a minimum clearance 2" greater than the minimum clearance of the parking structure.
 - 5. Include directional logic to identify the travel direction of a vehicle and correctly count the vehicles.
 - 6. Sensor calibration:
 - a. Automatically initiate self-calibration upon power up or reboot
 - b. Manually initiated self-calibration via push button on the sensor

- c. Manually initiated self-calibration via remote connection from a web-enabled workstation or mobile device. Workstation or mobile device will be capable of initiating an individual sensor, elected group of sensors, or all networked sensors to recalibrate via the FMS.
 - 7. Sensor detection unaffected by:
 - a. Vehicles parked in adjacent spaces.
 - b. Detection signals of adjacent sensors.
 - c. Changes in ambient lighting conditions including direct sunlight as well as complete darkness.
 - d. Vehicle color.
 - e. Surface color variations such as oil stains, painted surfaces, etc.
 - f. Vehicle speeds up to 25 miles per hour.
 - g. Blowing rain, snow, hail or other weather conditions.
 - 8. Detect vehicles in the intended manner with 99% accuracy, as defined in section 2.5B below.
 - 9. Continue to operate when the sensor goes into an offline condition. All activity occurring while the sensor is offline will be locally stored and uploaded to the APGS server up restoration of communication.
 - 10. Powered via a hardwired connection utilizing readily available, commercially common, wire and cable. Preferably, sensors will be powered on the same conductors as the data.
- F. Variable and Dynamic Message Signs
- 1. All APGS signs are to be fully digital dynamic LED signs with no static lettering or symbols.
 - a. Liquid Crystal Display (LCD) is an acceptable equivalent alternative.
 - 2. Multi-level DMS: Provide and install DMS, at the locations shown on the Drawings.
 - a. DMS capable of displaying pictures, logos, videos, or other custom programmable messaging.
 - 3. Zonal/End-Aisle VMS: Provide and install VMS showing the spaces available in the zone(s) indicated by wording and arrows on the VMS display, as shown and at the locations identified on the Drawings.
 - 4. Include all necessary sign housings with mounting hardware and communication equipment.
 - 5. Enclosures to be provided by the Contractor and all text, graphics, and colors to be coordinated with the Owner.
 - 6. Coordinate signage design with the Owner.
 - 7. Utilize LED type signs w/ at least 5" character height for all APGS VMS.
 - 8. Propose proper sign matrix size to fit within the geometric circumstances of each installation location.
 - 9. Provide user configurable settings to display total available spaces or "OPEN" in green letters or "FULL" in red letters.
 - 10. Provide functionality for APGS software to control the message that is displayed on all signs and automatically update the respective number of available spaces displayed or "OPEN"/"FULL"/"CLOSED" status based on user configurable thresholds.

11. Provide functionality for authorized users to override the automated messages through the APGS GUI including the status displayed and to change the predetermined occupancy number that triggers a change from one status to another displayed status.
12. Signs must reflect changes in actual vehicle count within 3 (three) seconds maximum of the time of occurrence of each event which changes the count of any level, zone, or facility.
13. In the event of a loss of communication, sign displays will go blank or display dashes or another symbol indicating that the sign is out of order. Signs will not continue to display inaccurate counts while offline. Upon re-establishment of communication, signs will automatically update and display the current occupancy.

2.5. EQUIPMENT AND SUBSYSTEM PERFORMANCE STANDARDS

- A. The system will perform accurate summation of available and occupied parking spaces:
 1. By level.
 2. By zone.
 3. By facility.
- B. APGS Performance
 1. The count signals will be received within one second from the event.
 2. The FMS GUI display and dynamic signage displays will be updated by the APGS every three (3) seconds by default. This frequency will be user configurable to be lower or higher than 3 seconds.
 3. The APGS will count vehicles in all covered zones (both single-space and zonal count) with 99% or greater accuracy. "Vehicles" in this context are defined as autos, trucks, and motorcycles of any size or type. Invalid counts include vehicles or other objects that enter detection zones in a manner that defeats the intent of the system. For example, invalid counts can be generated by pedestrians, carts, bicycles and various other foreign objects that enter the detection zones, or by vehicles that skirt the defined detection zones.
 4. Single space detectors will detect parked vehicles that are correctly positioned within each parking space with 99% accuracy, exclusive of invalid counts. If a sensor is monitoring multiple spaces (no more than 6) accuracy rate determined based on LED space status displayed for all spaces. Accuracy determined on number of sensors displaying an accurate indication of the spaces monitored. Invalid counts include vehicles or other objects that enter detection zones in a manner that defeats the intent of the system. For example, a vehicle that enters and then backs out of a space and activates the count detectors can generate a temporary, false vehicle count for that space. Invalid counts can also be generated by pedestrians, carts, bicycles and various other foreign objects that enter the detection zones.
 5. Single-space detector will detect vacant parking space with 99% accuracy (i.e. error rate no greater than one space per 100 at any given point in time).
 6. If the proposed camera-based or ultrasonic counting system offers the ability to separately detect and eliminate counting of extraneous objects such as pedestrians and bicycles, Contractor will explain this functionality and demonstrate during the testing phases its effectiveness in increasing accuracy.
 7. For areas not covered by single-space detectors, each detection zone will count vehicle movements with 99% or greater accuracy over the acceptance testing period. The

minimum number of vehicle counts to establish passing test criteria during a single Device Acceptance Test will be determined prior to system testing with approval from the Owner.

8. The entire APGS, including the available spaces displayed to the patrons on APGS signage, will maintain 99% accuracy over a 24-hour period for each zone, level and facility as a whole regardless of traffic volume over a 24-hour period. All accuracy tests will be conducted during 24-hour periods that include typical and peak parking demand during normal business hours of Owner's parking facility. The accuracy will be calculated by taking the difference between a real-time physical inventory and the occupancy reported by the APGS and dividing it by the capacity for the respective zone, level and facility.
9. The APGS accuracy for all parking spaces, zones, levels and facility will also be assessed over the 30-day ODT period. From the beginning to the end of the 30-day ODT period, the APGS system will retain an accuracy of 99% or greater without any system count manual resets or adjustments being performed
10. Record count signals in the APGS database within two seconds from the count event.
11. Update the APGS GUI display every ten seconds maximum and the VMS signs every 3 seconds maximum. These frequencies to be user configurable.
12. At any given point in time, no variance is allowed between the counts shown on VMS, the counts shown in the APGS GUI, and the counts recorded in the APGS database.
13. A feature to allow automatic occupancy count resets to zero (i.e. allowing the system to assume that there is an empty facility, level or zone) at a preset daily time (e.g. middle of the night) is permissible to offer. However, it will not be activated by default, will only be activated with Owner's permission, and will never be activated during accuracy testing.
14. For LPR capture by APGS single-space sensors, if this option is equipped, the following accuracy criteria apply:
 - a. Capture 99% of all non-exception vehicles (as defined within this section) that park in defined stalls.
 - b. Operate in N-0 mode; however, achieve an N-1 Factor rating of at least 90%, meaning that the LPR system reads a minimum of six (6) of seven (7) license plate characters correctly, ninety percent (90%) of the time for all non-exception vehicles as defined within this section. Missing, misread, or additional characters as determined by the LPR system, are counted against the read accuracy (i.e. if a license plate contains six standard characters "ABC123", then N=6. Therefore, in order for the system to achieve an N-0 read, the system reads "ABC123" exactly). Additional characters added before or after the license plate characters count against the read rate. (i.e., "1ABC123" does not constitute an N-0 read).
 - c. Exception vehicles do not count against the accuracy of the LPR system. For the purposes of the LPR performance requirements an exception vehicle is defined as:
 - 1) Any vehicle whose license plate is obstructed, obscured, or encroached upon by a foreign object.
 - 2) Vehicles that contain excessive graphics and advertising such that it is impossible for the LPR system to determine which graphics belong to the license plate and which graphics do not.
 - 3) Vehicles with no license plate.
 - 4) Vehicles with temporary, cardboard (non-reflective) "Dealer Plates."

- d. Ambient lighting conditions inside the covered areas of the garage (provided by either natural light and/or garage luminaries) are to have no effect on the accuracy of the LPR system regardless of the time of the day or night.
- 15. For LPR capture by APGS single space sensors, if this option is equipped, the system is to capture LPNs within 30 seconds from the time the vehicle has parked, become stationary, and the view of the license plate has become unobstructed.
- 16. For Fixed LPR cameras on ramps leading to or from uncovered (sky-exposed) zones, if this option is equipped, the following accuracy criteria apply:
 - a. Capture 100% of all non-exception vehicles (as defined within this section) that enter and exit the facility.
 - b. Operate in N-0 mode; however, achieve an N-1 Factor rating of 96%, meaning that the LPR system reads a minimum of six (6) of seven (7) license plate characters correctly, ninety-six percent (96%) of the time for all non-exception vehicles as defined within this section. Missing, misread, or additional characters as determined by the LPR system, are counted against the read accuracy (i.e. if a license plate contains six standard characters "ABC123", then N=6. Therefore, in order for the system to achieve an N-0 read, the system reads "ABC123" exactly). Additional characters added before or after the license plate characters count against the read rate. (i.e., "1ABC123" does not constitute an N-0 read).
 - c. Exception vehicles do not count against the accuracy of the LPR system. For the purposes of the LPR performance requirements an exception vehicle is defined as:
 - 1) Any vehicle whose license plate is obstructed, obscured, or encroached upon by a foreign object.
 - 2) Vehicles that contain excessive graphics and advertising such that it is impossible for the LPR system to determine which graphics belong to the license plate and which graphics do not.
 - 3) Vehicles with no license plate.
 - 4) Vehicles with temporary, cardboard (non-reflective) "Dealer Plates."
 - d. Ambient lighting conditions have no effect on the accuracy of the LPR system regardless of the time of the day and night. Provide any necessary shading or lighting elements required to mitigate the effect of the ambient lighting conditions on the LPR system performance.
- 17. For both of the above LPR cases, provide a means, subject to approval by Owner, to remotely score the LPR system to ensure it meets the performance requirements. Provide all software needed to test the LPR system's performance, downloadable to a standalone PC used for testing.

2.6. SOURCE QUALITY CONTROL

A. Internal Contractor Testing

- 1. Perform formal manufacturing tests and quality assurance inspections to validate compliance with the Contract prior to the start of installation.
- 2. Maintain Records for formal internal Contractor testing and inspection for performance, materials quality and/or workmanship and make documentation available if requested by the Owner prior to the start of installation or at any point during the execution of the Contract.
- 3. Provide proof of product reliability analysis and testing should reliability become a problem at any time from the beginning of installation testing through the final operational test period.

PART 3. EXECUTION

3.1. INSTALLATION

- A. Review contract documents and specifications to be certain that all functional requirements can be achieved with equipment to be supplied.
- B. Coordinate with the Owner's design team on the design of infrastructure modifications necessary for the APGS.
- C. Attend construction meetings, provide schedules as requested, and schedule fieldwork to be coordinated with facility operations.
- D. Install all Contractor-supplied equipment and provide interconnection with Owner supplied equipment, if any.
- E. Test, adjust and interface circuits prior to installation of equipment. Make all connections of wiring to components.
- F. Run all initial diagnostics and system testing programs necessary to provide a complete working system.
- G. Any patch, upgrade, update, or modification to the software during the installation period requires appropriate documentation and Owner approval before the modification is made.
- H. Verify that the installation location is prepared and ready to have the installation completed. Notify the Owner, in writing, if the Contractor finds that the installation location is not prepared for installation due to unfinished work outside of the Contractor's scope of work. The written notification to provide detail of the elements that are in need of modification in order to prepare the location for equipment installation.
- I. Coordinate with responsible entity to correct unsatisfactory conditions.
- J. Coordinate with the sign housing provider, if different than the Contractor, to ensure proper fit and function of VMS.
- K. Coordinate with other subcontractors responsible for providing power and communication that is not in the scope of the Contractor to ensure proper power and communication is provided for all APGS components.
- L. Coordinate and confirm final and precise layout of signs, conduits, mounting rails, stubs, sensors, anchor bolts, etc. with Owner prior to installation.
- M. Comply with all applicable Federal, State and Local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein and compliant with the contract documents.
- N. Obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, and compliant with the contract documents for the proper execution of the work specified herein.
- O. All equipment components installed near drive isles will be protected from damage by vehicular movements by protective bollards.

3.2. FIELD QUALITY CONTROL

A. Device Acceptance Test (DAT)

1. Conduct DATs as a demonstration to the Owner or its representatives that the installed equipment complies with the Contract, the Contractor's product data, and to other documentation, such as user manuals.
2. When a device installation has been completed, the Contractor conducts its internal testing of the installed equipment. Internal testing will follow the identical DAT test procedures that are used during DATs observed by the Owner (or its representative).
3. Upon successful completion of the Contractor's test, the Contractor and the Owner (or its representative) perform the DAT to verify performance. The DAT will only be observed after a fully completed and signed test script verifying successful completion of the Contractor's internal testing is submitted. Signed internal test scripts to be submitted at least one calendar day prior to the scheduled test with the Owner.
4. Conduct DATs for all vehicle detectors, occupancy indicators, and VMS. APGS will not be activated for service until all DATs have been successfully completed, and the Owner has notified the Contractor that it is ready to put the equipment into operation.
5. Provide test procedure documents for DATs in accordance to the submittal guidelines.
6. Provide DAT Test Procedures Documents for each device type and test procedures to include the following sections:
 - a. Narrative describing the general procedures to be followed.
 - b. Definition of all minor and major deviation types.
 - c. Checklist of all items necessary to conduct the test.
 - d. Checklist for the components of each device to be tested.
 - e. Signature page for all DAT participants' signatures.
 - f. Step by step instructions for testing each functionality.
 - g. Tests for verifying the reporting requirements.
 - h. Area within each test section to denote "pass" or "fail".
 - i. Section for listing and describing test deviations.
7. Provide all ancillary items necessary to complete the DATs for testing purposes. In addition, make available sufficient Contractor personnel to perform the DAT in an efficient and timely manner.
8. Successful completion of a DAT occurs when all components have passed their respective test procedures and all test documents have been signed by the Owner and Contractor. Minor deviations resulting in the creation of punch list items are not to be considered grounds for failure of the overall DAT. Major deviations found during the DAT will result in the retest of the device. The Contractor agrees to credit the Owner from its total contract value for any travel and/or labor costs incurred by the Owner or its representatives as a result of additional effort required to retest failed devices.
9. Successful completion of all DAT will constitute Substantial Completion.

B. Operational Demonstration Test

1. The ODT is comprised of all equipment, systems, and subsystems performing under actual conditions, e.g., patron use, normal activity recording, and reporting procedures. The ODT demonstrates, over a period of 30 consecutive calendar days, the successful performance of all aspects of the APGS.

2. During the ODT only routine maintenance procedures, as defined by the preventative maintenance manual and according to industry standards, are permitted. All other maintenance procedures must be approved in writing by the Owner before they are performed; otherwise, they constitute a failure of the ODT and a mandatory restart. This requirement includes manual resets of zone, level or facility counts to match physical counts; such resets will not be performed during ODT without the express permission of Owner.
3. The Owner reserves the right to be present for all maintenance services during the ODT.
4. For purposes of the ODT, a subsystem is defined to be any one of the following:
 - a. APGS Application and User Interface.
 - b. APGS Mobile Application.
 - c. APGS Website Interface.
 - d. Data Communication System.
 - e. Variable Message Signs.
 - f. Vehicle Detectors.
5. The ODT begins after successful completion of all DATs on a date mutually selected and agreed to in writing by the Owner and the Contractor at a time designated by the Owner. The ODT monitors system performance of the entire system operating as a single unit.
6. Submit an ODT Procedures Document in accordance with the submittal requirements. ODT Procedures Documents are intended to outline procedures for monitoring the overall performance of the APGS and should not include test procedures for individual components. The ODT Procedures Document includes:
 - a. Narrative describing the general procedures to be followed.
 - b. Methodology for calculation of downtime for the various APGS components.
 - c. Methodology for calculating accuracy of the APGS.
 - d. Electronic tracking document to be used during the ODT period for documenting failures and downtime.
7. The ODT continues for 30 days (consecutive 24-hour periods) during which all the performance criteria, stated below, have been met. If during the 30-day period the system fails to meet any one of the following specified performance criteria, the test will begin anew on a day agreed upon by the Owner and the Contractor. The Contractor agrees to credit the Owner from its total contract value for any travel and/or labor costs incurred by the Owner as a result of retesting the system.
8. The performance criteria for successful completion of the ODT includes:
 - a. No individual subsystem is operationally unavailable for four or more hours cumulative during the 30-day test period.
 - b. No individual subsystem is operationally unavailable for more than two consecutive hours.
 - c. If any single component fails more than once during the 30-day period for the same reason, it will be replaced upon the second failure with a newly manufactured component of the same type and the test will continue.
 - d. No component of a given type (e.g., vehicle detection sensor, VMS, etc.) can fail more than three times during the 30-day test period for the same reason. Upon the fourth failure all components of that type will be replaced or modified to correct the common deficiency, and the test will be restarted from the beginning.

- e. The APGS accuracy for all zones, levels and facility will also be assessed over the 30-day ODT period according to the criteria in Section 2.5.
- 9. In addition to the system reports generated during the ODT, provide the Owner a one-page summary report that clearly provides the percentage of system accuracy, overall percentage of downtime, and causes of that down time.
- 10. Provide to the Owner a corrective action report that provides a detailed description of each failure that occurs during the ODT. The corrective action report to include the type of failure, why the failure occurred, what was done to remedy the failure, and whether or not the failure resulted in a restart of the ODT.
- 11. All reports require 100% accuracy and can be reconciled against one another over the 30-day testing period, otherwise the test will be deemed a failure, problems will be corrected, and the test restarted.
- 12. A subsystem is considered unavailable if any major component of the subsystem is not functioning. As an example, the major components include but are not limited to:
 - a. APGS Application and User Interface.
 - b. APGS Website Interface and/or cloud connection.
 - c. Variable Message Signs.
 - d. Vehicle Detectors
 - e. Data communication.
 - f. Power supply.
- 13. An inoperative subsystem will not be deemed unavailable if it has become inoperative because of:
 - a. Malicious damage or vandalism to a component(s) by employees, patrons or others.
 - b. Network connectivity issues beyond the scope of the APGS.
 - c. APGS failures due to Owner-provided equipment issues and/or failures.
 - d. Failures caused by a 3rd party.
 - e. Act of God.
- 14. Should a failure occur in the system that is caused by normal hardware failure, it will be repaired, and the test resumed with downtime accrued. Where the failure causes inadequate test data to be collected or a loss of test data, then the test will be restarted from a point where it can be successfully completed with data to verify compliance with the Contract and the test procedures document.
- 15. If the system “crashes” during a test, then the test will be stopped. “Crash” is defined as a failure in which the APGS cannot properly process vehicle detection counts and display space availability. The Contractor will analyze the cause of the system “crash,” document the cause in a system problem report, responsively repair the flaw, and document the repair in a corrective action report.
- 16. Where corrective action impacts delivered documentation, the documentation will be corrected prior to Final System Acceptance.
- 17. Upon formal written approval of the corrective action report by the Owner, testing may continue if a problem has been encountered as long as the Contractor can clearly demonstrate that the failure is associated only with one function of the system, corrective action has been taken to remedy the failure, and the corrective action does not impact other areas of the system.

18. Where the system does not perform a function or incorrectly performs the function, but the system does not crash, testing may continue, as long as the function is corrected, and all of the following conditions are met:
 - a. The functionality of the Vehicle Detectors, VMS, APGS application, user interface and data archiving work properly and in compliance with the Contract.
 - b. No personnel, vehicle or driver safety issues exist.
 - c. Failure does not cause loss or contamination of data.
19. Where the above criteria are not met, the test will be stopped, and corrective action taken and verified prior to testing restart.
20. During the test, the continued availability of the system will be demonstrated. Where a failure occurs that causes data loss, system instability (crash), and/or contamination of the data and the database, the Contractor will immediately correct the problem. Testing will continue until a consecutive 30-day period of stable operation is achieved. Stability is defined as the proper functioning of the APGS with a failure having no impact on the continued system operation or on the integrity of data.

C. Punch List

1. Starting with the beginning of installation through Final System Acceptance, submit a document on a weekly basis showing the status of all outstanding system issues, regardless of severity, including the plan for resolution and estimated completion date.
2. All deviations noted during acceptance testing will be recorded on the Punch List.

D. Final System Acceptance

1. Final System Acceptance will be provided upon successful completion of all acceptance tests, and upon verification of complete resolution of all outstanding items on the Punch List.

3.3. INSTRUCTION AND TRAINING

- A. Fully instruct the Owner's designated personnel in the operation, adjustment, and maintenance of all APGS products, equipment, and systems.
- B. Coordinate scheduling of on-site and in-person instructional classes with Owner or Owner's designated personnel to avoid conflicts and peak-period personnel demands.
- C. Submit a proposed instruction schedule prior to equipment installation. Owner will tentatively approve or suggest changes to the training schedule.
- D. Ample time should be allotted within each session for the instructor to fully describe and demonstrate all aspects of the APGS and allow Owner personnel to have hands-on experience with the APGS.
- E. All instruction courses will consist of classroom instruction and actual "hands-on" experience. Classes will be set up in a room designated by the Owner.
- F. Provide experienced instructors that speak fluent English in a clear precise manner.
- G. Provide all documentation required for instructing Owner personnel. The Owner retains the right to copy training materials as frequently as required for ongoing internal use only.
- H. Provide an instructional notebook or user's manual to accompany every instruction course. Submit a hard copy and electronic version of all manuals (operation and maintenance) written in common English with appropriate photos, diagrams, and schematics to supplement the text.

END OF SECTION 11 1240

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Appendix B: Proposal Price Tabulation Form

Cost proposals must be submitted on the [linked Proposal Price Tabulation Form](#) (Excel) as specified in the RFP Sections 2. Proposals and 4. Cost Proposal and elsewhere if applicable.

Sample view:

Section 111240 - Appendix A - Proposal Price Tabulation Form WALNUT STREET DECK - APGS PROCUREMENT DOCUMENTS		
TOTAL	Written in Numerals	Written in Words
1-Year TOTAL		
BASE SYSTEM		
Recurring Fees		
8-Year TOTAL		
REQUIRED		
PM & Service		
Warranty		
8-Year TOTAL		
OPTIONAL		
Add Lights		
1-Year TOTAL		
w/ Lights		
8-Year TOTAL		
w/ Lights		
PM & Service		
Warranty		
8-Year w/ Lights		
OPTIONAL		
Spare Parts		
Company: _____ Date: _____		
Name: _____ Signature: _____		

UNIT PRICING				
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Overhead Sensor/LED Indicator Units	0	\$0.00	\$0.00
2	Pendants, Adapters, or other Mounting Hardware - Sensors	0	\$0.00	\$0.00
3	Conduit or Track System Components	0	\$0.00	\$0.00
4	Data Cabling - Sensors	0	\$0.00	\$0.00
5	Rooftop Sensor	0	\$0.00	\$0.00
6	Mounting Hardware	0	\$0.00	\$0.00

End of Appendix B

Appendix C: Specification Compliance Form

Specification compliance must be submitted on the [linked Specification Compliance Form](#) (Excel) as noted in the RFP Section 2. Proposals and elsewhere if applicable.

Sample view:

[illegible]

End of Appendix C

Appendix D: Preliminary Plan Set

The [linked preliminary plans](#) are provided for project estimation only. Contractor will be responsible for providing construction plans (shop drawings) as specified in the full Scope of Work, Appendix A.

Sample view:

TOWN OF CARY PARKING GUIDANCE SYSTEM CONSULTING SERVICES

WALNUT ST. DECK, TOWN HALL DECK, ACADEMY ST. DECK,
CEDAR ST. DECK, AND IVEY ELLINGTON SURFACE LOT

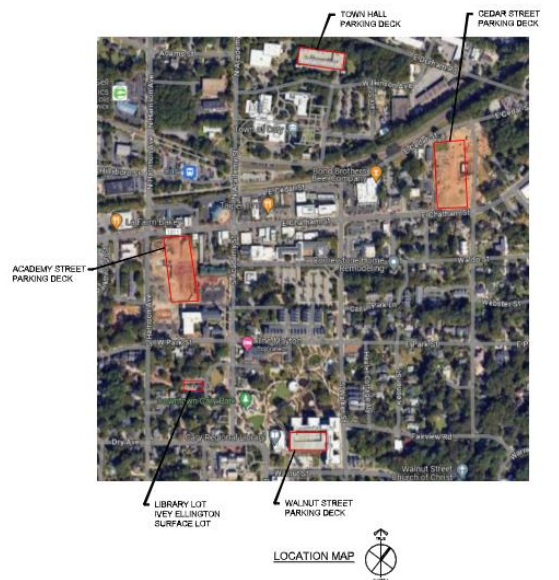
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WALKER CONSULTANTS
PROJECT NO. 19-001518.20

SHEET INDEX

DWG. NO.	DRAWING TITLE	ISSUED FOR BIDDING
PG-000	TITLE SHEET	●
PG-101	WALNUT STREET - PARKING DECK LEVEL 1	●
PG-102	WALNUT STREET - PARKING DECK LEVEL 2	●
PG-103	WALNUT STREET - PARKING DECK LEVEL 3	●
PG-104	WALNUT STREET - PARKING DECK LEVEL 4-6	●
PG-105	WALNUT STREET - PARKING DECK LEVEL 7	●
PG-201	TOWN HALL - PARKING DECK 1ST LEVEL	●
PG-202	TOWN HALL - PARKING DECK 2ND LEVEL	●
PG-203	TOWN HALL - PARKING DECK 3RD LEVEL	●
PG-204	TOWN HALL - PARKING DECK 4TH LEVEL	●
PG-301	ACADEMY STREET - PARKING DECK BASEMENT & LEVEL 01	●
PG-302	ACADEMY STREET - PARKING DECK LEVEL 02	●
PG-303	ACADEMY STREET - PARKING DECK LEVEL 03	●
PG-304	ACADEMY STREET - PARKING DECK LEVEL 04	●
PG-305	ACADEMY STREET - PARKING DECK LEVEL 05	●
PG-306	ACADEMY STREET - PARKING DECK LEVEL 06	●
PG-401	CEDAR DECK - PARKING DECK GROUND FLOOR & LEVEL 1	●
PG-402	CEDAR DECK - PARKING DECK LEVEL 2 & LEVEL 3	●
PG-403	CEDAR DECK - PARKING DECK LEVEL 4 & LEVEL 5	●
PG-404	CEDAR DECK - PARKING DECK LEVEL 6 & ROOF	●
PG-501	IVEY ELLINGTON - SURFACE LOT PARKING	●
PG-601	WALNUT STREET - SIGN DETAILS	●
PG-602	TOWN HALL STREET - SIGN DETAILS	●
PG-603	ACADEMY STREET - SIGN DETAILS	●
PG-604	CEDAR DECK - SIGN DETAILS	●
PG-605	LIBRARY LOT - SIGN DETAILS	●

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End of Appendix D